Item 6



Travis County Commissioners Court Agenda Request

Meeting Date: 06/12/2012, 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

Review and approve the annual application to the Texas Department of Agriculture for the Juvenile Probation Department to continue the National School Lunch/Breakfast Program and United States Department of Agriculture (USDA) School Commodity Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This is the annual application for the National School Lunch/Breakfast Program and United States Department of Agriculture School Commodity Program for Juvenile Probation to receive grant resources that will offsets food costs that would otherwise need to be funded by the County.

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:

Item A does not have cash match requirement.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office County Judge's Office Leslie Browder Cheryl Aker

TRAVIS COUNTY

6/12/2012

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.

Dep	ot. Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
Application A 45	National School Lunch/Breakfast program and USDA School Commodity Program	07/01/2012 06/30/2013	\$217,219	\$0	\$0	\$0	\$217,219	17.	R	S	11

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

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.

		Grant	Grant	County	County	In-Kind	Program		Approval
Dept	Name of Grant	Term	Award	Cost Share	Contribution	Contribution	Total	FTEs	Date
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012- 05/31/2015	\$77,502	\$0	\$25,834	\$ 0	\$103,336	-	10/25/2013
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	1	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
49	Travis County Fuels Reduction Project (aka Wildfire Mitigation Grant)	09/01/12 08/31/14	\$200,775	\$66,925	\$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	Residental Substance Abuse Treatment (RSAT) Program	10/01/12 09/30/13	\$143,743	\$47,914	\$0	\$ 0	\$191,657	1.75	3/20/2012
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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
39	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/12 08/31/13	\$1,007,657	\$173,811	\$236,537	\$0	\$1,418,005	12.00	5/1/2012
45	Youth Reentry Program	10/01/12 03/31/15	\$1,047,504	\$0	\$0	\$0	\$1,047,504	3.00	5/1/2012
39	Domestic Violence Accountability Management Program	10/01/2012 09/30/2014	\$499,956	\$0	\$0 •	\$0	\$499,956	3.00	5/15/2012
Amended	from original agreement.	···, ·	\$13,236,792	\$1,035,468	\$4,291,116	\$197,506	\$18,760,882	75.16	

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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

		Grant	Grant	County	County	In-Kind	Program		Approval
Dept	Name of Grant	Term	Award	Cost Share	Contribution	Contribution	Total	FTEs	Date
24	Drug Diversion Court	9/01/2011- 8/31/2012	\$132,702	\$0	\$0	\$ 0	\$132,702	1.00	10/4/201
24	Travis County Veteran's Court	9/01/2011- 8/31/2012	\$155,000	\$0	\$0	\$ 0	\$155,000	2.00	10/4/201
22	Family Drug Treatment Court	9/01/2011- 8/31/2012	\$119,185	\$ 0	\$0	\$0	\$119,185	1.00	10/4/201
39	DWI Court	9/01/2011- 8/31/2012	\$231,620	\$ 0	\$0	\$0	\$231,620	4.00	10/4/201
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	\$O	\$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

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 Inititive*	8/1/2010- 13/31/2012	\$250,000	\$0	\$0	\$O	\$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	\$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 Initative 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
58	Share the Warmth	04/01/12 09/30/12	\$24,500	\$0	\$0	\$ 0	\$24,500	-	4/24/2012
21	Electronic Disposition Reporting	04/15/2012 08/31/12	\$34,939	\$0	\$0	\$ 0	\$34,939	-	5/8/2012
31	Full Services Community Schools - East Austin Children's Promise	02/01/2011 09/30/2011	\$7,215	\$0	\$ 0	\$7,215	\$14,430	0.20	5/8/2012
31	Full Services Community Schools - East Austin Children's Promise*	10/01/2011 09/30/2012	\$10,000	\$0	\$ 0	\$7,215	\$17,215	0.20	5/8/2012
58	AmeriCorps*	8/1/2011 - 7/31/2012	\$298,922	\$236,045	\$0	\$183,061	\$718,028	26.5	6/5/2012
*Amended	from original agreement.	<u></u>	\$28,226,564	\$837,480	\$67,179	\$510,515	\$29,641,738	60.31	

FY 2012 Grants Summary Report

Permission to Continue

			-	_				Cm. Ct.	Cm. Ct.	Has the
				nt requested for				PTC	Contract	General Fund
	Name of	Grant Term	Personnel	Operating	Total	Filled	PTC	Approval	Approval	been
Dept	Grant	per Application	Cost	Transfer	Request	FTEs	Expiration Date	Date	Date	Reimbursed?
	Comprehensive Energy	1/1/2012-								
58	Assistance Program	12/31/2012	\$29,196	\$29,196	\$58,392	4.00	3/31/2012	12/27/2011	N/A	No
	Comprehensive Energy	1/1/2012-								
58	Assistance Program*	12/31/2012	\$0	\$0	\$175,000	0.00	3/31/2012	12/27/2011	N/A	No
	Casey Family Programs									
	Community and Family	1/1/2012-								
58	Reintegration Project	12/31/2012	\$15,196	\$15,196	\$30,392	1.00	3/31/2012	12/27/2011	N/A	No
	Casey Family Programs									
	Community and Family	1/1/2012-								
58	Reintegration Project	12/31/2012	\$29,196	\$29,196	\$58,392	1.00	6/30/2012	3/20/2012	N/A	No
	Comprehensive Energy	1/1/2012-								
58	Assistance Program	12/31/2012	\$29,196	\$29,196	\$58,392	4.00	5/31/2012	3/27/2012	N/A	No
	Comprehensive Energy	1/1/2012-								
58	Assistance Program	12/31/2012	\$29,196	\$29,196	\$58,392	4.00	8/31/2012	6/5/2012	N/A	No
	Fotals		\$131,980	\$131,980	\$438,960	14.00				

*This portion of the request is not a typical permssion to continue and will temporarly 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.

Grant Contracts	approved by Commissioners Court		FY	(09	and the state of the			FY 10			FY 1	11	NAME AND ADDRESS		FY 12	2	-	F	(13		F	Y 14	
Dept	Grant Title	Grant	Award	Co Find	d. County Impact	Gr	ant Award		Add. County Impact	G	rant Award	1.5.5.52	d. County Impact	Grant Award		Add. County Impact	Gra	ant Award	Topland.	d. County Impact	Grant Award	1 DALENS	dd. 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.	\$ 3	75,000	\$	250,000	\$	250,000	\$	375,000	\$	125,000	\$	500,000	\$ -	\$	625,000	\$	1	\$	625,000		\$	625,00
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.	\$ 3	00,000	\$	307,743	\$	100,000	S	102,360	\$	50,000	\$	152,360	\$ -	\$	152,360	\$	2	\$	152,360	\$ -	\$	152,36
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.	\$ 3	00,000	\$	301,812	\$	100,000	\$	102,358	\$	50,000	\$	152,359	\$-	\$	152,359	\$		\$	152,359	\$ -	\$	152,35
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		\$	26,43
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			\$			\$				\$			\$	•
	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	\$	•						S	•			\$			5	

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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.	\$	•	S		\$ 143,750	\$		\$ 143,750	S		\$				\$	\$		s	·		
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.	1	342,793	S	•	\$ 342,793	\$		\$ 342,793	\$		\$ 3	42,793	\$	•	\$ 342,793	S		\$	342,793	\$	
Transportation and Naturai 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	\$		\$ · · · ·	5	•	\$	·	\$	•	\$ -	\$					
	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	\$	•	\$	\$	•	\$	\$	•	\$	Te -	\$		\$ •	\$				\$	•
	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	\$	-	\$ 2	98,297	\$	-	\$ 298,297	\$	•	\$	281,297	s	·
	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	\$ 84),000	\$ 5	00,000	\$	80,000	\$ 	\$	580,000	\$	-	\$	580,000
	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households			\$		\$ 2,311,350	TBD		\$ 5,311,349	TBD				\$	•		\$				\$	•
	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$	90,000	\$		\$ 136,300	\$	•	\$ •	\$	-	\$	·	\$	•	\$ -	\$				\$	
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	3,908	\$ 8	56,380	5	223,908	\$ 866,380	5	223,908	\$	866,390	5	223,908
luman 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 workstite 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	\$		\$ 10	0,000	\$		\$ •	\$	•	\$	·	\$	

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 match amount 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:	\boxtimes	Permission to Continue	:
Check One:	Contract Approval:		Status Report:	
Check One:	Original:	\boxtimes	Amendment:	
Check One:	New Grant:		Continuation Grant:	\boxtimes
Department/Division:	Juvenile Probation Dep	artment/F	ood Services	
Contact Person/Title:	Lisa Eichelberger, Busi	iness Anal	lyst III	
Phone Number:	854-7054			

Grant Title:	National School I	.unch/Breakfast program	n and USDA	School Commodity
	Program			· · · · · · · · · · · · · · · · · · ·
Grant Period:	From:	07/01/2012	To:	06/30/2013
Fund Source:	Federal:	State:		Local:
Grantor:	Texas Departme	nt of Agriculture		
Will County provid	e grants funds to a	subrecipient?	Yes:	No: 🛛
Are the grant funds	pass-through anoth	her agency? If yes	Yes:	No: 🕅
list originating agen	icy below		_	
Originating				
Grantor:				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	0	0	0	0	0
Operating:	\$217,219	0	0	0	\$217,219
Capital Equipment:	0	0	0	0	0
Indirect Costs:	0	0	0	0	0
Total:	\$217,219	0	0	0	\$217,219
FTEs:	0	0.00	0	0.00	0

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

Department	Review	Staff Initials	Comments
County Auditor	\square	RM	
County Attorney		JC	

Performance Measures	Projected FY 12		Progress	To Date:		Projected FY 13	
Applicable Depart. Measures	Measure	12/31/10	3/31/11	6/31/11	9/30/11	Measure	
Average daily population for program	131	N/A	N/A	N/A	N/A	132	
Measures For Grant							
Number of children enrolled in program	1,086	N/A	N/A	N/A	N/A	1,154	
Outcome Impact Description		Number of youth determines lunch and breakfast meals to be reimbursement by the Texas Department of Agriculture.					
Number of Operating Days this Year	365	N/A	N/A	N/A	N/A	365	
Outcome Impact Description	Number of youth and available surplus of commodities determines the amount of available groceries from the Texas Department of Agriculture.						

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court of the annual contract with the Texas Department of Agriculture to continue participation in both the National School Lunch Program/School Breakfast Program and the USDA Commodity Program for the grant term July 1, 2012 to June 30, 2013. The grants do not require a county match and there is no ongoing funding commitment. The grant offsets food costs that would otherwise need to be funded by the County.

PBO recommends approval of the request to continue the programs.

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?

This is an ongoing grant to provide financial assistance to Travis County in providing school age children with nutritious meals. The County is reimbursed based on the number of meals served to qualified juveniles. The USDA commodities portion of the program (\$10,744) provides donated food items to the Juvenile Probation Department. The Breakfast Lunch program which is a reimbursement program is \$206,475.

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

The County is required to provide meals to juveniles held in detention and residential. This grant offsets food costs that would otherwise need to be funded by the County.

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.

No county match is required.

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

The grant does not allow for indirect costs. The contract is strictly based on reimbursement for qualified meals served.

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.

Providing meals to juveniles held in detention and residential will not stop if this contract ends. If the contract ended, the County will incur the full cost for each meal served.

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

N/A. This is not a new program.

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.

This grant reduces the overall cost to the County to provide required meals to juveniles held in detention and residential.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA Chief Juvenile Probation Officer ADMINISTRATIVE SERVICES COURT SERVICES DETENTION SERVICES PROBATION SERVICES RESIDENTIAL SERVICES SUBSTANCE ABUSE SERVICES DOMESTIC RELATIONS OFFICE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

14

TO: Aerin Toussaint, PBO Budget Analyst

FROM:

<u>Cottle P.</u> <u>Pluck</u> Estela P. Medina Chief Juvenile Probation Officer

THROUGH:

Lisa Eichelberger

IT, Planning and Resource Manager

SUBJECT: National School Lunch/Breakfast Program and USDA School Commodity Program

DATE: May 29, 2012

Attached is the FY13 continuation application for National School Lunch/Breakfast Program and USDA School Commodity Program. The Texas Department of Agriculture (TDA) has streamlined the application process and combined both programs on one application. The deadline to submit this application electronically to the grantor is July 1, 2012.

Travis County Juvenile Probation Department has received support from this program for the past several years and is requesting support for another year. The purpose of this program is to offset the cost to the County for meals provided to juveniles held in detention and the Intermediate Sanction Center, Travis County Juvenile Probation Department placement program. There is no county match associated with this program.

Please review this item and place it on the **June19, 2012** Commissioner's Court agenda for their consideration and signature. Please contact Lisa Eichelberger at 4-7054 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney Matt Naper, Financial Analyst, County Auditor Britt Canary, Deputy Chief Rhoda Sween, Food Services Manger Sylvia Mendoza, Financial Manager Michael Williams, Financial Analyst Grant File Texas Department of Agriculture

Special Nutrition Programs Application for Participation

March 2011

Give as much information as possible. Attach additional sheets if needed; identify each attachment with the name of the contracting entity.

Section I – Contracting Entity Information

1. Contracting Entity	Contracting Entity Name		2. DBA Name		
Travis County Juvenile F	Probation Department				
3. Type of Agency		4. Texas Identification	Number (TIN)		
Government Agenc	y				
5. CD Code	6. Congressional District	7. DUNS Number	8. Communication Preference		
227	25	0309088420000	Electronic Paper		
9. Select the School	Nutrition Program(s) you are appl	ying to participate in:			
National School Lu	unch Program (NSLP)	Afterschool Care Program (ASCP)			
School Breakfast F	Program (SBP)	Seamless Summer Option (SSO)			
Special Milk Progra	am (SMP)				
10. School Year Date	s of Operation: Start Date:	07/01/2012	End Date: 06/30/2013		

Section II – Superintendent/Sponsoring Official

1.	Name of Sup	erintendent/Sponso	ring Official								
Sa	Salutation First Name			La	Last Name Canary			Email Address	Email Address		
Mr	Mr. Britt		C	Britt.Canary@c				o.travis.tx.us			
2.	. Phone (include area code) Extension			on 3	3. Fax (include area code)			4. Title	4. Title		
51	2-854-7541	<u> </u>		51	2-854-709	93		Deputy Chief of	Administrative Services		
5.	Street Addres	ss	77 MT	City			State	Zip+4	County		
25	15 South Congre	ess Avenue		Austin		111.1	Texas	78704 +5513	Travis		
6.	Mailing Addre	ess - Same as Stree	et Address?	\boxtimes	res 🗌 No	o (lfn	o, enter maili	ing address)			
7.	7. Mailing Address (Street or P.O. Box)			Cit	City State		Zip+4				
									+		

Section III - Child Nutrition Director (If same as Superintendent/Sponsoring Official, you can skip Section III)

1. Name of Child Nutrition Director							
Salutation	First Name		Last Name	Email Address			
Mrs.	Rhoda		Sween	Rhoda.Sween@co.travis.tx.us			
2. Phone (ir	nclude area code)	Extension	3. Fax (include area code)	4. Title			
512-854-5569			512-854-7093	Food Services Manager			

Section IV - Claim Preparer (If same as Superintendent/Sponsoring Official, you can skip Section IV)

1. Name of Claim Preparer									
Salutation	First Name		Last Name	Email Address					
Mrs.	Rhoda		Sween	Rhoda.Sween@co.travis.tx.us					
2. Phone (inclu	ide area code)	Extension	3. Fax (include area code)	4. Title					
512-854-5569			512-854-7093	Food Services Manager					

Section V - Hearing Official, Reviewing Official and Verifying Official

1.	Hearing Official This person shall ensure that all required provisions of the appeal process are followed as outlined on the Letter
	to Households of Approval/Denial of Benefits. The Hearing Official must be someone not involved in making the determination
	under appeal or any previous conference and hold a position at a higher administrative level than the reviewing and verifying
	official(s). Note: The Hearing Official must be in a position higher than the Reviewing Official.

Job Title of Hearing Official:

not applicable

2. Reviewing Official -- This person reviews applications and makes eligibility determinations.

Job Title of Reviewing Official:

not applicable

3. Verifying Official - This person verifies the eligibility of applicant households in accordance with program regulations.

Job Title of Verifying Official:

not applicble

Section VI - Meal Count and Collection Procedures

1.	Have your meal counting and claiming procedures at any of your sites been revised?	🗌 Yes	No No	
			at the state of th	

If Yes, submit Attachment B with this application.

If this is a new application and you are applying for the first time, submit Attachment B with this application.

Section VII - Food Distribution Program (Commodities)

Note: If this is a renewal application, the renewal of NSLP will renew your FND Commodity Agreeme	ent. Therefore, you are eligible for
distributions of food donated by USDA.	
	and the second sec

Note: If this is a **new** application to participation in the NSLP, you must complete and submit the FND Commodity Agreement with this application.

1. Do you wish to accept distributions of USDA-donated food? 🛛 Yes 🗌 No

Note: If Yes, you must complete the registration process through the Texas Commodities System (TCS). The link is <u>https://tcs.tda.state.tx.us/agency/</u>.

Section VIII – Eligibility Information

1.	Does your organization use scanned applications?	X No			
2.	Does your organization use online applications?	X No			
If Yes, submit a sample of your online application with this application.					

Section IX - Residential Child Care Institution (RCCI) Only - Complete Section IX if your organization is an RCCI

1.	What is the student population type?		
	Residential Only		
2.	What documentation is used to qualify residential students for free meals?		
	Master Roster Dther If Other, please describe:		
3.	What documentation is used to qualify residential students for free meals?		
	X N/A (Residential Only)		
	Free and Reduced-Price Application/Categorical Eligibility		
	None (all day students' meals claimed at paid rate)		

Section X – Food Service Management Company (FSMC)

ram be managed by	a Food Servic	e Management Com	npany (FSMC)? 🗌 Yes	No No
r FSMC contract with	your applicati	on.			
or FSMC Contract:	h	-		-	
First Name		Last Name		Email Address	
Extension	4. Fax (ir	nclude area code)	5. Title	J	
	r FSMC contract with or FSMC Contract: First Name	r FSMC contract with your applicati or FSMC Contract: First Name	r FSMC contract with your application. or FSMC Contract: First Name Last Name	r FSMC contract with your application. or FSMC Contract: First Name Last Name	r FSMC contract with your application. or FSMC Contract: First Name Email Address

Section XI – Vended Meals

1.	Does your organization purchase meals from a School Food Authority (SFA)? 🔲 Yes 🛛 No
2.	Do you have an agreement with the SFA? Yes No N/A
3.	Does your organization purchase meals/snacks from a vendor other than a SFA? Yes No
4.	Do you have an agreement with the vendor? Yes X No N/A
5.	Does your organization claim reimbursement for meals provided to a SFA? Yes No
6.	Do you have an agreement with the SFA? Yes No N/A
7.	Does your organization vend meals to a SFA? Yes No
	If Yes, list the SFA names:
	SFA #1:
	SFA # 2:
	SFA # 3:

Section XII – Attendance Factor

1. Enter the Attendance Factor; 100.0% (If you do not know your attendance factor, leave blank)

Section XIII - Severe Need Lunch - Reimbursement Rate Determination

1. Lunch claimed for School Year:	2010 to 2011 (YYYY to YYYY)
2. Total Free Lunches:	
3. Total Reduced-Price Lunches:	
4. Total Lunches:	
5. Free and Reduced-Price %:	(Total Free Lunches + Total Reduced-Price Lunches) / Total Lunches

Section XIV - Comments (Attach additional sheets, if necessary)

Section XV - Certification

I hereby certify that neither the Contracting Entity nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

I certify under penalty of perjury that the information on these application forms is true and correct, and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of the Contracting Entity, I hereby agree to comply with all state and federal laws and regulations governing the Child Nutrition Programs administered by the Texas Department of Agriculture. In accordance with Federal law and U.S. Department of Agriculture policy, this Contracting Entity does not discriminate on the basis of race, color, national origin, sex, age or disability. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

Signature – Authorized Representative of Co	ontracting Entity	Date
Name (please type or print)	Title	

INSTRUCTIONS FOR FOOD & NUTRITION DIVISION SCHOOL NUTRITION PROGRAMS APPLICATION FOR PARTICIPATION

SECTION I -CONTACT ENTITY INFORMATION

- 1. **Contracting Entity Name** Enter the legal name of the organization applying to participate in the School Nutrition Programs.
- 2. **DBA Name** If applicable, enter the name of the organization's DBA.
- 3. **Type of Agency** Indicate the type of agency your contracting entity is from the following:
 - Government Agency,
 - Educational Institution,
 - For Profit Organization,
 - Indian Tribe,
 - Military Installation,
 - Private Non Profit Organization or
 - Other.
- 4. **Texas Identification Number** Enter the contracting entity's Texas Identification Number. If not known, please leave blank.
- 5. **CD** Code Enter the contracting entity's county-district code. If not known, please leave blank.
- 6. **Congressional District** Enter the contracting entity's congressional district. If not known, please leave blank.
- 7. DUNS Number New contracting entities enter their Dunn and Bradstreet Data Universal Numbering System (DUNS) number. To obtain a DUNS number, free of charge, call Dun & Bradstreet using the toll-free number, 1-866-705-5711 and indicate that you are a Federal grant applicant/prospective applicant. You can also request a DUNS number on-line by accessing the following website at: <u>http://fedgov.dnb.com/webform</u>.
- 8. **Communication Preference** Select the method of communication that the contracting entity would prefer when receiving communication from the Texas Department of Agriculture (TDA).
- 9. Select the School Nutrition Programs you are applying to participate in Select the program(s) the contracting entity is applying to participate in. To participate in the Afterschool Care Program or the Seamless Summer Option, you must also participate in the National School Lunch Program.
- 10. **School Year Dates of Operation** Enter the Start Date and End Date of the school year in which the contracting entity will be operating.

SECTION II – SUPERINTENDENT/SPONSORING OFFICIAL

1. Name of Superintendent/Sponsoring Official – Enter the salutation and first and last name and email address for the superintendent or sponsoring official. The salutation is a

required field and must be one of the following: Brother, Dr., Father, Honorable, Miss, Mr., Mrs., Ms., Msgr., Rabbi, Reverend or Sister.

- 2. **Phone** Enter the phone number (include area code) and extension of the superintendent or sponsoring official.
- 3. Fax Enter the fax number (include area code) of the superintendent or sponsoring official.
- 4. Title Enter the title of the superintendent or sponsoring official.
- 5. Street Address Enter the street address for the superintendent or sponsoring official.
- 6. **Mailing Address** If the mailing address is different than the street address, enter the mailing address, city, state and zip of the superintendent or sponsoring official.

SECTION III - CHILD NUTRITION DIRECTOR

If the information for the Child Nutrition Director is the same as the Superintendent or Sponsoring Official, you may skip Section III.

- 1. Name of Child Nutrition Director Enter the salutation and first and last name and email address for the child nutrition director. The salutation is a required field and must be one of the following: Brother, Dr., Father, Honorable, Miss, Mr., Mrs., Ms., Msgr., Rabbi, Reverend or Sister.
- 2. **Phone** Enter the phone number (include area code) and extension of the child nutrition director.
- 3. Fax Enter the fax number (include area code) of the child nutrition director.
- 4. Title Enter the title of the child nutrition director.

SECTION IV - CLAIM PREPARER

If the information for the Claim Preparer is the same as the Superintendent or Sponsoring Official, you may skip Section IV.

- 1. Name of Claim Preparer Enter the salutation and first and last name and email address for the claim preparer. The salutation is a required field and must be one of the following: Brother, Dr., Father, Honorable, Miss, Mr., Mrs., Ms., Msgr., Rabbi, Reverend or Sister.
- 2. Phone Enter the phone number (include area code) and extension of the claim preparer.
- 3. Fax Enter the fax number (include area code) of the claim preparer.
- 4. Title Enter the title of the claim preparer.

SECTION V – HEARING OFFICIAL, REVIEWING OFFICIAL AND VERIFYING OFFICIAL

- 1. Hearing Official Enter the job title of the Hearing Official
- 2. Reviewing Official Enter the job title of the Reviewing Official.
- 3. Verifying Official Enter the job title of the Verifying Official.

SECTION VI - MEAL COUNT AND COLLECTION PROCEDURES

1. Indicate if your meal counting and claiming procedures have been revised at <u>any</u> of your sites. If so, submit Attachment B with the application. If this is a new application, submit Attachment B.

SECTION VII - FOOD DISTRIBUTION PROGRAM (COMMODITIES)

Self-explanatory

SECTION VIII – ELIGIBILITY INFORMATION

- 1. Does your organization use scanned applications? Indicate yes or no.
- 2. **Does your organization use online applications?** Indicate yes or no. If yes, submit a sample of your online application.

SECTION IX - RESIDENTIAL CHILD CARE INSTITUTION (RCCI) ONLY

- 1. What is the student population type? Indicate if the RCCI is residential only or if it is both residential and has day students.
- 2. What documentation is used to qualify residential students for free meals? Indicate the documentation the RCCI uses to qualify residential students for free meals. If not using a master roster, please describe the documentation used.
- 3. What documentation is used to qualify day students for free and reduced-price meals? Indicate the documentation used to qualify day students for free and reduced-price meals. Select N/A if the RCCI is residential only.

SECTION X – FOOD SERVICE MANAGEMENT COMPANY (FSMC)

- 1. Will the school nutrition program be managed by a FSMC? Indicate yes or no. If yes, submit a copy of the FSMC contract with this application.
- 2. Contracting Entity Contact for FSMC Contract Enter the salutation and first and last name for the FSMC contact. The salutation is a required field and must be one of the following: Brother, Dr., Father, Honorable, Miss, Mr., Mrs., Ms., Msgr., Rabbi, Reverend or Sister.
- 3. Email Address Enter the email address of the FSMC contact.
- 4. Phone Enter the phone number (include area code) and extension of the FSMC contact.
- 5. Fax Enter the fax number (include area code) of the FSMC contact.
- 6. Title Enter the title of the FSMC contact.

SECTION XI – VENDED MEALS

Self-Explanatory

SECTION XII – ATTENDANCE FACTOR

1. Enter the Attendance Factor – Enter the attendance factor for the contracting entity. If the attendance factor is not known, please leave blank.

SECTION XIII – SEVERE NEED LUNCH – REIMBURSEMENT RATE DETERMINATION

- 1. Lunches claimed for School Year (YYYY-YYYY) Enter the school year for which you are basing your severe need lunch determination off of. The school year should be the second preceding school year from the current school year.
- 2. Total Free Lunches Enter the number of free lunches claimed during the second preceding school year.
- 3. Total Reduced-Price Lunches Enter the number of reduced-price lunches claimed during the second preceding school year.
- 4. Total Lunches Enter the number of lunches claimed during the second preceding school year. This includes free, reduced-price and paid lunches.
- 5. Free and Reduced-Price % Enter the free and reduced-price percentage. To obtain this percentage, add the total free lunches and the total reduced-price lunches. Then, divide this total by the number of total lunches.

SECTION XIV – COMMENTS

Enter any additional comments regarding your application for the School Nutrition Programs.

SECTION XV – CERTIFICATION

Read the Certification Statement. The Authorized Representative of the Contracting entity signs, dates and prints their name and title.

Special Nutrition Programs Site Application

Give as much information as possible. Attach additional sheets if needed; identify each attachment with the name of the contracting entity.

Section I – Contracting Entity Information

1.	Contracting Entity Name		2.	DBA Name
Tri	avis County Juvenile Probation Dep	artment		
3.	Select the School Nutrition Pr	ogram(s) you are app	lying to participate in:	
	National School Lunch Program (NSLP)		Afterschool Care Program (ASCP)	
School Breakfast Program (SBP)		Special Milk Program	(SMP)	
4.	Street Address	City	State	Zip+4
25	15 South Congress Avenue	Austin	Texas	78704 +5513

Section II – Participant Information

1.	Is this a new site with a majority of the students transferred for severe need schools?					
2.	Lunches claimed for School Year:	2010 to 2011 (Y	YYY to YYYY)			
3.	Total Free Lunches:	48,009				
4.	Total Reduced-Price Lunches:	0.00				
5.	Total Paid Lunches:	0.00				
6.	Total Lunches:	48,009				
7.	Free and Reduced-Price %:	100% (1	Total Free Lunches + Total Reduced-Pric	e Lunches) / Total Lunches		
8.	Select Grades at this site (select a	ll that apply):				
	Early Education	1 st Grade	⊠ 5 th Grade	🛛 9 th Grade		
	Head Start	2 nd Grade	⊠ 6 th Grade	🛛 10 th Grade		
	Pre-Kindergarten	3 rd Grade	🛛 7 th Grade	🛛 11 th Grade		
	Kindergarten	A th Grade	🛛 8 th Grade	X 12 th Grade		
9.	Kitchen Type:					
	Pre-Packaged Satellite	Bulk Satellite	Central Kitchen	On-Site Preparation		
	Vended Meals		Vending Machine	Meal Service		
10.	10. October Enrollment (For Year 2011 to 2012): 228					
11.	October Eligibility (For Year 2011	o 2012):				
12.	Number of Children Approved for I	Free and Reduced-F	Price Meals: 228			

Section III – School Breakfast Program – Pricing and Program Information

A.	A. Pricing Information	(6	
1.	1. Indicate the pricing for this site:		
	Pricing Non-Pricing – Universal	Free	
- 1	Pricing with Free Option Reduced Charge Waive		
	Non-Pricing – Provision 2		
2.	2. Paid Price: \$ 0.00		
3.	3. Reduced Price: \$ 0.00		
4.	4. Adult Price: \$ 0.00		- W
В.	B. Program Information		
1.	1. Months of Operation: All Months or select specific month(s)		
	July August September October	November	December
	January February March April N	May	June
2.	2. Days of the week meals are served and claimed for reimbursement (select all that apply) :		
	🛛 Sunday 🖾 Monday 🖾 Tuesday 🖾 Wednesday 🖾 Thursday	🛛 Friday	🛛 Saturday
3.	3. Meal Service Times: 6:00 a.m. to 8:30 a.m.		
4.	4. Will Offer Versus Serve (OVS) be implemented? Yes No		
5.	5. Menu Planning Method:		
	Traditional Food Based Menu Planning	ard Menu Plan	ning
	Enhanced Food Based Menu Planning Other		
	Nutrient Standard Menu Planning		

Section IV – National School Lunch Program – Pricing and Program Information

Α.	Pricing Information		
1.	Indicate the pricing for this site:		
	Pricing	🛛 Non-Pricing – Universal Free	
П.,	Pricing with Free Option	Reduced Charge Waived	
	Non-Pricing – Provision 2		
2.	Paid Price: \$ 0.00		
3.	Reduced Price: \$ 0.00		
4.	Adult Price: \$ 0.00		
В.	Program Information		
5.	Months of Operation: X All Months or select spo	ecific month(s)	
	July August September	October November	December
	🗌 January 📋 February 🗌 March	🗌 April 📃 May	June
6.	Days of the week meals are served and claimed for reimburg	sement (select all that apply) :	
	🖾 Sunday 🖾 Monday 🖾 Tuesday 🖾 We	ednesday 🛛 Thursday 🛛 Frid	ay 🛛 Saturday
7.	Meal Service Times: 11:00 a.m./p.m. to 02:00 a.m./p.	n	
8.	Will Offer Versus Serve (OVS) be implemented?	🛛 No	2

-

9.	Menu Planning Method:		
	Iraditional Food Based Menu Planning	Assisted Nutrient Standard Menu Planning	
	Enhanced Food Based Menu Planning	Other	
	Nutrient Standard Menu Planning		

Section V – Afterschool Care Program – Pricing and Program Information

Α.	Pricing Information
1.	Indicate the pricing for this site:
	Pricing Reduced Charge Waived Non-Pricing
2.	Paid Price: \$ 0.00
3.	Reduced Price: \$ 0.00
4.	Adult Price: \$ 0.00
В.	Program Information
1.	Months of Operation: 🛛 All Months or select specific month(s)
	□ July □ August □ September □ October □ November □ December
	January 🔲 February 🗌 March 🗌 April 🗌 May 🗌 June
2.	Days of the week meals are served and claimed for reimbursement (select all that apply) :
	🛛 Sunday 🖾 Monday 🖾 Tuesday 🖾 Wednesday 🖾 Thursday 🖾 Friday 🖾 Saturday
3.	Snack Service Times: 06:00 p.m. to 08:00 p.m.
4.	Time normal school day ends: 4 p.m.
5.	Free and Reduced-Price Enrollment Percentage: 100.00% (Prior year October enrollment)
6.	Site is:
	Attendance Area Eligible – Eligible based on this site (Claim all snacks free)
	Attendance Area Eligible – Eligible based on another site (Claim all snacks free)
	Non-Area Eligible (Claim all snacks Free, Reduced and Full price)
7.	Indicate the Qualifying Site for the Afterschool Care Program:
Se	tion VI – Special Milk Program – Pricing and Program Information
1.	Pricing Information
1.	Indicate the pricing for this site:
	Pricing with free option Non-pricing (no cost to children)
	Pricing without free option
2.	Highest charge to children (per ½ pint) \$
3	Highest dairy cost (per ½ pint) \$

В.	Program Infor	mation					
1.	Site Type:			v			
	School (day)		Non-Residential Settlement House				
	Residential	Child Care Institution	(RCCI)	Non-Resident	Non-Residential Summer Camp		
	Non-Reside	ntial Child Care Insti	tution	Non-Residential Other			
	Non-Residential Nursery School		Combination (Combination of day and RCCI)				
	Non-Reside	ntial Child Care Cen	ter	Other – describe:			
2.	Months of Ope	ration: 🗌 All Mo	onths or select sp	ecific month(s)			
	☐ July	August	September		November	December	
	January	February	March		🗌 May	June	
3.	. Days of the week milk is served and claimed for reimbursement (select all that apply) :						
	Sunday	Monday [] Tuesday 📃 We	ednesday 🗌 Thu	irsday 🗌 Friday	Saturday	

Section XV - Certification

I hereby certify that neither the Contracting Entity nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

I certify under penalty of perjury that the information on these application forms is true and correct, and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of the Contracting Entity, I hereby agree to comply with all state and federal laws and regulations governing the Child Nutrition Programs administered by the Texas Department of Agriculture. In accordance with Federal law and U.S. Department of Agriculture policy, this Contracting Entity does not discriminate on the basis of race, color, national origin, sex, age or disability. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

Signature – Authorized Representative of Contra	cting Entity Date	
Name (please type or print)	Title	

INSTRUCTIONS FOR FOOD & NUTRITION DIVISION SCHOOL NUTRITION PROGRAMS SITE APPLICATION

SECTION I -CONTACT ENTITY INFORMATION

- 1. **Contracting Entity Name** Enter the legal name of the organization applying to participate in the School Nutrition Programs.
- 2. DBA Name If applicable, enter the name of the organization's DBA.
- 3. Select the School Nutrition Programs this site participates in Select the program(s) the contracting entity is applying to participate in.
- 4. Site Name Enter the name of the site.
- 5. Street Address Enter the street address, city, state, zip and county this site is located in.

SECTION II - PARTICIPANT INFORMATION

- 1. Is this site a new site with a majority of students transferred from severe need schools Indicate Yes or No.
- 2. Lunches Claimed for School Year _____ to ____ Enter the years of the previous school year (YYYY to YYYY).
- 3. Total Free Lunches claimed for the previous school year Enter the total number of free lunches claimed during the previous school year.
- 4. Total Reduced-Price Lunches claimed for the previous school year Enter the total number of reduced-price lunches claimed during the previous school year.
- 5. Total Paid Lunches claimed for the previous school year Enter the total number of paid lunches claimed during the previous school year.
- 6. Total Lunches claimed for the previous school year Enter the total number of lunches claimed during the previous school year.
- 7. Free and Reduced-Price % Using the formula on the form, calculate your free and reduced-price percentage.
- 8. Select Grades at this site Select all the grade levels at this site.
- 9. Kitchen Type Select the type of kitchen at this site.

- 10. October Enrollment (For Year _____ to ____) Indicate the year (YYYY to YYYY) for which you are reporting October Enrollment and enter the October Enrollment number.
- 11. October Eligibility (For Year _____ to ____) Indicate the year (YYYY to YYYY) for which you are reporting October Eligibility and enter the October Eligibility.
- 12. Number of Children Approved for Free and Reduced-Price Meals Enter the total number of children <u>approved</u> to receive free and reduced-price meals.

SECTION III – SCHOOL BREAKFAST PROGRAM – PRICING AND PROGRAM INFORMATION

Complete this section if this site is participating in the School Breakfast Program.

A. Pricing Information

- 1. Indicate the pricing for this site Select the method of pricing for this site.
- 2. Paid Price Enter the price for a paid meal.
- 3. Reduced-Price Enter the price for a reduced-price meal.
- 4. Adult Price Enter the price for an adult meal.

B. Program Information

- 1. Months of Operation If this site is operating for all 12 months, select "All Months". If not, select the specific month(s) for which this site is operating.
- 2. Days of the week meals are served and claimed for reimbursement Select the day(s) for which breakfast is served and claimed for reimbursement.
- 3. Meal Service Times Enter the meal service time(s) for breakfast at this site. If this site serves more than one breakfast service, enter all service times.
- 4. Will Offer versus Serve (OVS) be implemented Indicate Yes or No.
- 5. Menu Planning Method Indicate the menu planning method that this site will be using. If "Other" is selected, please explain.

SECTION IV – NATIONAL SCHOOL LUNCH PROGRAM – PRICING AND PROGRAM INFORMATION

Complete this section if this site is participating in the National School Lunch Program.

A. Pricing Information

- 1. Indicate the pricing for this site Select the method of pricing for this site.
- 2. Paid Price Enter the price for a paid meal.
- 3. Reduced-Price Enter the price for a reduced-price meal.
- 4. Adult Price Enter the price for an adult meal.

B. Program Information

- 1. **Months of Operation** If this site is operating for all 12 months, select "All Months". If not, select the specific month(s) for which this site is operating.
- 2. Days of the week meals are served and claimed for reimbursement Select the day(s) for which lunches are served and claimed for reimbursement.
- 3. Meal Service Times Enter the meal service time(s) for lunch at this site. If this site serves more than one lunch service, enter all service times. Indicate a.m. or p.m.
- 4. Will Offer versus Serve (OVS) be implemented Indicate Yes or No.
- 5. Menu Planning Method Indicate the menu planning method that this site will be using. If "Other" is selected, please explain.

SECTION IV – AFTERSCHOOL CARE PROGRAM – PRICING AND PROGRAM INFORMATION

Complete this section if this site is participating in the Afterschool Care Program.

A. Pricing Information

- 1. Indicate the pricing for this site Select the method of pricing for this site.
- 2. **Paid Price** Enter the price for a paid meal.
- 3. **Reduced-Price** Enter the price for a reduced-price meal.
- 4. Adult Price Enter the price for an adult meal.

B. Program Information

- 1. Months of Operation If this site is operating for all 12 months, select "All Months". If not, select the specific month(s) for which this site is operating.
- 2. Days of the week meals are served and claimed for reimbursement Select the day(s) for which snacks are served and claimed for reimbursement.
- 3. Snack Service Times Enter the meal service time(s) for snack at this site. If this site serves more than one snack service, enter all service times.
- 4. Time normal school day ends Enter the time that the normal school day ends.
- 5. Free and Reduced-Price Enrollment Percentage Enter the free and reduced-price enrollment percentage based on the prior year October enrollment.
- 6. Site is Indicate the eligibility of the site.
- 7. Indicate the Qualifying Site for the Afterschool Care Program Based on the response in Question 6, enter the name of the qualifying site (if applicable).

SECTION V – SPECIAL MILK PROGRAM – PRICING AND PROGRAM INFORMATION

Complete this section if this site is participating in the Special Milk Program.

A. Pricing Information

- 1. Indicate the pricing for this site Select the method of pricing for this site.
- 2. **Highest charge to children** Enter the highest amount charged to children per ½ of milk.
- 3. Highest dairy cost Enter the highest cost per $\frac{1}{2}$ pint of milk.

B. Program Information

- 1. Site Type Select the appropriate type for this site.
- 2. Months of Operation If this site is operating for all 12 months, select "All Months". If not, select the specific month(s) for which this site is operating.
- 3. Days of the week milk served and claimed for reimbursement Select the day(s) for which milk is served and claimed for reimbursement.

SECTION XV - CERTIFICATION

Read the Certification Statement. The Authorized Representative of the Contracting entity signs, dates and prints their name and title.

Food and Nutrition Division Single Audit Identification Data

For Program Year 2012-2013 (FND Use Only)

Name of Contracting Organization Travis County Juvenile Probation Department		Contact Person/Title Britt Canary / Deputy Chief of Administrative Services		
Address (Street or P.O. Box, City, State, ZIP C 2515 South Congress Avenue, Austin, Texas				
Area Code and Telephone No.	Texas ID No.		Contract No.	
(512) 854 — 7541	746000192	an the grad	75- F1017	
Contractor Fiscal Year End (mm/dd/yyyy)	Type of Contract			
09/30/2012	For Profi	t 🗌 Nonprofit	State Agency	⊠ Other

Part II

Dart I

Check the appropriate box(es) to indicate the type(s) of program(s) in which you currently participate or for which you are applying:

Commodity Assistance Programs	Program Nos.	Cash Reimbursement Programs	Program Nos.
A – National School Lunch/Breakfast		AD – CACFP Adult Day Care	TX -
B – Charitable Institutions		BL- National School Lunch/Breakfast	TX – 227-2009
C – Area Agency on Aging		CC – CACFP Child Care Centers	ТХ -
G – Summer Camps		DH – CACFP Day Care Homes	ТХ -
H – Summer Food Service Program		SF – Summer Food Service Program	TX -
🗍 J – Jails		SM – Special Milk Program	ТХ -
		TE – TEXCAP	ТХ -
CS – Commodity Supplemental Food Prog.	227022a	CS – Commodity Supplemental Food Prog.	TX -
		SN – Senior Farmers' Market Nutrition Program	ТХ -

Part III

A. Does your organization expend federal funds from programs other than those listed above? X Yes No If yes, complete Part III, B.

B. Give the source and amount of any federal funds that your organization projects to expend during the current fiscal year.

	Source	Amount
Federal (per Single Audit)		\$1,560,946

Part IV

Single Audit Exemption – I certify that I am not required to submit an audit under the Single Audit Act for the following reason. Check only one choice.

I am a for-profit organization.

I am a military base.

I am a nonprofit organization and expend less than \$500,000 annually in total federal funding.

I am an Indian Reservation.

I understand that if I meet the requirements of the Single Audit Act, now or in the future, I must submit an audit as a condition of eligibility to participate in the Food and Nutrition Division, and that failure to do so as required could result in adverse action, including the withholding of my claim for reimbursement payments and termination of my contract. I also understand that if I am a private non-profit organization subject to the requirements of the Single Audit Act and have a financial audit performed annually, I must also obtain a single audit on an annual basis.

Signature-Authorized Representative		Date
Name (please type or print)	Title	

01282

Travis County Juvenile Probation Department

Contracting Entity Name

Contracting Entity ID

Policy Statement for Free and Reduced-Price Meals Attachment B: Meal Count/Collection Procedure(s)

In which reimbursement program(s) does your Contracting Entity (CE) participate?

Meal program (National School Lunch, School Breakfast, After School Care). (Complete Section I) Milk program only (Special Milk). (Complete separate form: Attachment B Milk Count/Collection **Procedures**)

Section I, Meal Count/Collection Procedure(s)

The following meal count/collection procedure(s) is/are applicable to all sites within the Contracting Entity (CE) that operate one or more meal types in the School Nutrition Programs. Any variations that occur by site/grade must be indicated in the applicable question(s).

1. Do any sites in the CE serve meals to all children without charge (ex. RCCI, Provision 2, Universal Free)? (The cost of the meal, beyond the reimbursement received from the Texas Department of Agriculture (TDA). is considered by the CE as an expense of operating the National School Lunch Program (NSLP) and/or School Breakfast Program (SBP).) Check one of the following.

Yes, all sites. (Complete question #5 and #7 only)

Yes, some, but not all sites. (Complete all questions)

No. (Complete all questions)

2. All approved meal count/collection procedures must include a method for prepayment and/or post billing (charging). The provision for allowing for prepayment and/or charging should not overtly identify free. reduced or paid eligibility of a child.

Check all that apply:

- Meal payments can be made by children or parents in advance in a designated area away from the cafeteria serving line on a daily, weekly or monthly basis.
- Meals can be charged and billed to the household. Parents or children may mail in payments or pay in a designated area away from the cafeteria serving line.

Meal payments can be made electronically.

3. What is the written policy for children charging? All Contracting Entities must have a charge policy that is made available to all households within the CE.

If all sites within the CE follow the same procedures, check only one box. If procedures vary within the CE, check the applicable boxes and designate sites in the associated textboxes.

	No charging permitted.	
	Children may charge as needed. (No limit to how often the child may charge).	
	meals may be charged by the child before receiving an alternate meal.	
	meals may be charged by the child before the site will not serve the child a meal.	
	s may be charged by the child before receiving an alternate meal.	
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s may be charged by the child before the site will not serve the child a meal.	E
Other. Please describe.	

4. The option of prepayment (and/or charging) of meals should be routinely publicized. This may be done by using methods such as posting signs, making public announcements, including the information in printed material, etc.

Check all that apply:

The ability for children and/or parents to prepay (or charge) is routinely advertised:

In the letter to parents (Notice/Letter to Households) sent home with the application.

In an announcement made over the site's public address system.

In a newspaper/newsletter article/Web site.

- By a posted notice (sign) displayed in the cafeteria area.
- Other. Please describe.
- 5. What are the meal count/collection procedures at your CE? Children receiving free meals must be issued the identical medium of exchange as those children prepaying (or charging) full or reduced-price meals.

If all sites/grades within the CE follow the same procedures, check only one box. If procedures vary within the CE, check the applicable boxes and designate sites/grades in the associated textboxes.

All children receiving free, reduced-price and full-price meals and those prepaying (or charging) will be issued:

A verbal identifier to be used on the serving line in exchange for the meal. A number or the child's name are the most commonly used verbal identifiers.

A coded ticket or token.

- A coded I.D. card.
- A coded automated tab.

A coded bar line card for scanning.

A coded number for use on a key pad.

Another individual identifier (thumb print, biometrics, etc.)

Other. Please describe. As a RCCI, all children are eligible for free meals. Individual verification of child's name is conducted at the end of the service line. The master roster is checked and then turned in to the Food Service Manager for processing.

6. How is eligibility coded on the roster? Color coding by category or single-symbol coding using obvious identifiers such as F, R and P is prohibited.

If all sites/grades within the CE follow the same procedures, check only one box. If procedures vary within the CE, check the applicable boxes and designate sites/grades in the associated textboxes.

The roster should be coded in the following manner:

- Coding series. Example: Free-1 through 1,999/Reduced-price-2,000 through 3,999/Full price-4,000 and above.
- Coding by number. Example: Number ending in 0, an odd or even number.
- Coding by variation. Example: Variations in signature, placement of date or ticket distributor such as Mary Smith, Mary J. Smith and M. Smith.
- Coding by subtle differences. Example: Differences in printing such as capital letter, period, spacing of a line or differences in underlining.
- Coding by number digits. Example: 4 digits for free, 5 digits reduced-price and 6 digits for full-price.

Coded by bar line for scanning.	- Frid
Coded number used on a keypad.	列

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7. Where is the cashier stationed on the serving line? All approved meal count/collection procedures must include a point-of-service count of reimbursable meals by category.

If all sites/grades within the CE follow the same procedures, check only one box. If procedures vary within the CE, check the applicable boxes and designate sites/grades in the associated textboxes.

The cashier is stationed at the end of the serving line, determines the meal selected is reimbursable and counts the meal by category.

The cashier is stationed at the beginning of the serving line and a monitor is stationed at the end of the line to verify that each meal selected is reimbursable. If a non-reimbursable meal is selected by a child; a system is in place for removing that meal from the proper category of the count of meals claimed for reimbursement.

Other. An alternate method must be individually written using the guidelines in step 9e. As a RCCI, all children are eligible for free meals. Individual verification of child's name is conducted at the end of the service line. The master roster is checked and then turned in to the Food Service Manager for processing

8. What are the procedures for handling cash payments at the Point of Service? Meals paid for in cash on the line may be counted in a different manner than those prepaid (or charged). The medium of exchange for children receiving free, prepaid (or charged) reduced-price and prepaid (or charged) full-price meals must be collected and counted in exactly the same manner.

If all sites/grades within the CE follow the same procedures, check only one box. If procedures vary within the CE, check the applicable boxes and designate sites/grades in the associated textboxes.

a. When children receiving free, prepaid reduced-price or prepaid full-price meals pass the cashier, they:

- Call out their number and the cashier strikes it from a numbered sheet. The count by category is taken from the numbered sheet.
- Call out their name and the cashier checks the name off a coded roster. The count is taken from the roster by category.
- Present a coded ticket/token and it is collected. The count is taken from the tickets/tokens.
- Present a ticket and all tickets are marked in some manner and returned to the child. Simultaneously, the count by category is tallied, mechanically counted, recorded on a cash register, etc.
- Present an automated tab card. The card is mechanically cut and a count by category is simultaneously taken.

Present a bar line card. The card is scanned and a count is simultaneously taken.

Punch in number on keypad. As number is entered, the count by category is simultaneously taken.

- Other. Please describe.
- 9. If an alternate method is used, it must be individually written to include all necessary information as outlined below:
 - a. How are meals prepaid or charged?
 - b. How is the system for prepayment and charging advertised?
 - c. What medium of exchange will be issued to children receiving free or prepaid (or charged) reduced-price or full-price meals?

- d. How is the medium of exchange coded?
- e. Where is the count by category taken? The count by category must be at the point-of-service where it is determined that reimbursable meals were selected by children. When using classroom counts, the site must develop a system for a child coming to site late, leaving early or not selecting a reimbursable meal.

The site should retain written documentation as proof that the needed changes are being made.

TEXAS DEPARTMENT OF AGRICULTURE FOOD AND NUTRITION DIVISION COMMODITY AGREEMENT

The Texas Department of Agriculture (TDA) administers and operates federal commodity programs by agreement with the United States Department of Agriculture (USDA) and the Food and Nutrition Service (FNS) of the USDA. These programs include: Food Distribution Program (7 CFR Part 250), Expanded Nutrition Program (7 CFR Part 247), Summer Food Service Program (7 CFR Part 225), Commodity Supplemental Food Program (7 CFR Part 247), Texas Commodity Assistance Program and Charitable Institutions (7 CFR Part 250 and 251).

An agency or organization that wishes to receive USDA-donated commodities ("USDA Foods") from TDA must submit this completed agreement and all other documentation required by TDA, Food and Nutrition Division.

Upon signing this agreement, an applicant agency or organization (herein after referred to as the "Contractor") expressly agrees to comply with the following terms and conditions:

Use, Storage, and Disposition of USDA Foods

- To abide by the instructions and regulations issued by TDA and USDA for receiving, handling, storing, and/or using USDA Foods, including those contained in 7 CFR Part 250.
- [For CSFP and TEFAP applicants only] To fairly and equitably distribute USDA Foods, as ingredients of prepared meals or food packages, only to eligible persons and households (or, if applicable, to qualified agencies and organizations), first come first served.
- 3. To request USDA Foods only in amounts that will be properly stored and fully utilized without waste.
- Not to sell, trade, or dispose of USDA Foods, including commercial processing or repackaging into end products, without TDA approval.
- [For CSFP and TEFAP applicants only] Not to require recipients or, if applicable, eligible agencies and organizations to pay for USDA Foods in money, materials, or service.

As applicable

- To abide by TDA requirements for receiving shipments of donated foods directly from USDA.
- To use USDA Foods in an established food service operation to benefit persons and households that are eligible.
- Not to reduce the amount of food received from other sources as a result of receipt of USDA Foods.
- To provide adequate facilities and personnel to handle, store, safeguard, and/or distribute USDA Foods.

Accountability

- To allow TDA and USDA to inspect, at any reasonable time, the USDA Foods in storage and the facilities used for handling and storing USDA Foods.
- To accurately maintain all necessary records, including copies of this agreement and all other required forms.
- 12. To maintain records for a minimum of three years following either the end of the federal fiscal year in which services were provided or the expiration or termination date of a contract, or for a period greater than three years, if necessary, to resolve any litigation, claims, or audit findings. (Note: Extensions to time-limited contracts are separate contracts; resolution of litigation, claims, or audit findings occurs upon the issuance of a final litigation order or by written agreement between Contractor and TDA.)
- 13. To comply with the requirements of the Immigration Reform and Control Act of 1986, regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or service under this contract.
- 14. To comply with TDA policies and instructions for conducting financial and compliance audits. Additionally, to comply with the Single Audit Act by obtaining an organization-wide audit for those fiscal years in which single audit criteria apply. The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an investigation in connection with those funds. The Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. The Contractor

will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

- 15. Civil Rights
 - The Contractor agrees to comply with Title VI of the Civil Rights Act (a) of 1964 (Public Law 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that act and the regulations. The Contractor also agrees to comply with Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Americans with Disabilities Act of 1990 (Public Law 101-336), Title IX of the Education Amendments of 1972 (7 CFR Part 15a), the Age Discrimination Act of 1975 (Public Law 94-135), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Contractor agrees to comply with Title 4, Chapter 24, of the Texas Administrative Code, These provide in part that no person in the United States shall, on the ground of race, color, national origin, sex, age, disability, religion or political beliefs be excluded from participation in, or denied any aid. care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination. The Contractor also agrees to comply with Texas Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

The Contractor hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of (b) obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the program applicant by TDA. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representation and agreements made in this assurance.

(c) The Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDA, USDA and FNS personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDA, USDA and FNS have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from TDA. The person whose signature appears on this contract is authorized to sign this assurance on the behalf of the Contractor.

(d) To ensure that civil rights training is provided to sub-agencies according to TDA guidelines.

As applicable

- 16. To maintain receipts, freight bills, notices of arrival, availability, and issuance of USDA Foods; inventory control sheets and storage facility review records (including inventory sheets and review records for leased storage space); and financial and supporting documents, statistical records, and other records pertinent to the services for which a claim was submitted.
- 17. To pay all applicable costs incurred for commercial storage and delivery or pick-up incurred for USDA Foods allocated.
- To keep records of non-expendable property acquired under the contract for three years after the final disposition of the property.
- 19. Applicants and their sub-agencies, if any, have and preserve a right to assert claims against other persons, agencies, and organizations to whom USDA Foods are delivered for care, handling, or distribution; and, furthermore, may take action to obtain restitution in connection with claims for improper distribution, use, or loss of or damage to USDA Foods.

Misuse of USDA Commodities

- To reimburse TDA, according to TDA procedure, for any improper distribution or use of USDA Foods, or for any loss of, or damage to, USDA Foods caused by the applicant's fault or negligence.
- That any misuse of USDA Foods may cause applicants to be disqualified from program participation, and that reinstatement is at TDA option.
- 22. That embezzlement, misuse, theft, or obtainment by fraud of USDA Foods or, as applicable, USDA commodity-related funds, assets, or property, shall cause the applicant to be subject to federal criminal prosecution.

The above assurances are given by the applicant agency or organization to obtain: (a) federal financial assistance, grants and loans, and/or reimbursable expenditures; (b) grants or donations of federal property or an interest in property; (c) for the use of and to assist the applicant, the sale or lease of federal property or an interest in such property, or the detail of federal personnel (for no or reduced consideration); and/or (d) for the purpose of serving the public interest, the selling, leasing, or furnishing of services, or the extending of any improvements made with federal financial assistance, to the program applicant by TDA. As applicable, the applicant's assurances also apply to any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance.

Certification

- Regarding Debarment, Suspension, Ineligibility, or Voluntary Exclusion for Covered Contracts — The Contractor certifies, by execution of this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency or by the State of Texas. (The words "covered contract," "debarred," "suspended," "ineligible," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this certification, have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.) By making this certification, the Contractor agrees to the following terms:
 - (a) The above certification is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, USDA or other federal department or agency, or TDA may pursue available remedies, including exercise and/or department.

- (b) The Contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the Contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) Should the proposed covered contract be entered into, the Contractor shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, USDA or other federal department or agency, and/or TDA, as applicable.
- (d) The Contractor, when submitting this certification, will include TDA Form H2048, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts," without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
- (e) The Contractor may rely upon certification of a subcontractor that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. The Contractor must, at a minimum, obtain certifications from its covered subcontractor upon the initiation of each and upon each renewal.

Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for contractors authorized under paragraph (c) of these terms, if a Contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, USDA, or other federal department or agency, as applicable, and/or TDA may pursue available remedies, including suspension and/or debarment.

Regarding Federal Lobbying — This certification applies only to this contract and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2.

The Contractor certifies, that to the best of his or her knowledge or belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federai grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL (Disclosure Form to Report Lobbying), in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients shall certify and disclose accordingly.

- 3. Regarding Subcontracts for Goods and Services The Contractor certifies that if it currently contracts with any organization that provides goods and services connected to commodity use (e.g., auditor, office equipment), it will obtain, from the subcontractor, TDA Form H2048, "Certification Regarding Debarment, Suspension, Ineligibility, or Voluntary Exclusion for Covered Contracts" and Form H2049, "Certification Regarding Federal Lobbying," the forms are found in the contract application packet or can be obtained from TDA upon the contractor's request. These forms must be maintained for three years after the end of the contracted period, or for three years after the close of the federal fiscal year to which the contract pertains. The contractor further certifies and understands that failure to comply with this requirement is a violation of the agreement and could result in termination of that agreement.
- Corporation The Contractor certifies that if it is a corporation, it is either a nonprofit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.
 - Information Certification The Contractor certifies that all information submitted pursuant to this agreement is true and correct. The Contractor understands that deliberately misrepresenting or withholding information violates this contract and may result in prosecution under applicable state and federal statutes.

This agreement shall remain in effect until terminated by one or both parties. With 30 days advance written notice, either party may terminate this agreement for cause.

The contracting party hereby agrees to submit timely amendments of any changed information to TDA, as necessary, to ensure that TDA has accurate information.

The undersigned agrees to assume full responsibility for compliance with contract terms and conditions, and all amendments and addendums to this agreement as may be required by TDA and agreed to and signed by both parties.

For the faithful performance of the terms and conditions of this agreement, including additional required forms, if applicable, and any amendment and/or addendum as may be necessary, the parties hereto, in their capacities stated, affix their signatures and bind themselves.

TRAVIS County Juvenile Probation Deportment 2515 South Congress Avenue Austin Texas Name of Agency/Organization 78704 (Please print or type)

Name of Authorized Representative (Please print or type)

Signature - Authorized Representative

Date of Signature

For TDA Use Only

Signature - TDA Representative

Date of Signature

Effective Date:_____

Revised July 2010