

AGENDA

FRANKLIN CITY COUNCIL

MONDAY, JUNE 10, 2013 – CITY HALL COUNCIL CHAMBERS – 207 W. SECOND AVENUE

6:00 P.M.

WORK SESSION

FY 2013-2014 BUDGET & GOALS WORK SESSION

7:00 P.M.

REGULAR MEETING

CALL TO ORDER. . . . MAYOR RAYSTINE D. JOHNSON-ASHBURN

PLEASE TURN OFF CELL PHONES . . . MAYOR RAYSTINE D. JOHNSON-ASHBURN

INVOCATION WARD 1

PLEDGE OF ALLEGIANCE

CITIZENS' TIME

AMENDMENTS TO AGENDA

1. **CONSENT AGENDA**

- A. City Council Minutes from the May 13, 2013 Regular City Council Meeting, and the May 20, 2013, Closed Session to Interview Franklin City School Board Candidates
- B. Virginia Retirement System (VRS) Resolution
- C. Approval of Contract for the Infant and Toddler Connection of Virginia between the City of Franklin and the Department of Behavior Health and Development Services.
- D. Approval of a Donation Agreement between Hampton Roads Planning District Commission and the City of Franklin

2. **PUBLIC HEARINGS:**

- A. Ward 6 School Board Nominations
- B. City of Franklin Proposed Budget FY 2013-2014

3. **FINANCIAL:**

- A. April Financial Report 2013

4. **OLD/NEW BUSINESS**

- A. School Board Appointments for Ward 2 and Ward 5
- B. City Manager's Report

5. **COUNCIL/STAFF REPORTS ON BOARDS AND COMMISSIONS**

- 6. **CLOSED SESSION** – I move that the Franklin City Council meet in closed session to consider appointments to boards and commissions and for the evaluation of the performance of personnel where such evaluation will necessarily involve discussion of the performance of specific individuals as permitted by Virginia Code Section 2.2-3711 (A) (1).

Motion Upon Returning to Open Session: I move that the only matters discussed during the session were those lawfully exempted from open meeting requirements and identified in the motion by which the closed session was convened.

7. ADJOURN

UPCOMING ITEMS TO BE SCHEDULED...

The items below are intended to be reflective, and not inclusive of all subjects staff is working on to bring forward to City Council in the next two months. Both the time lines and subject matter are subject to change and should not be considered final.

SUBJECT**TENTATIVE TIME LINE****Paid Time Off (PTO) Policy Discussion****TBD****Council Strategic Budget Planning & Goal Setting Work Session****TBD**

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Regular City Council Meeting

The Franklin City Council held a regular meeting on Monday, May 13, 2013, at 7:00 p.m. in the Council Chambers, 207 West Second Avenue.

Council Members in Attendance: Raystine D. Johnson-Ashburn, Mayor; Barry Cheatham, Vice-Mayor; Greg McLemore, Benny Burgess, Mary Hilliard, and Mona Murphy (Councilman Blythe absent).

Staff in Attendance: Randy Martin, City Manager; Taylor Williams, IV, City Attorney; Russ Pace, Director of Public Works; Brenda Rickman, Commissioner of Revenue; Dinah Babb, Treasurer; Mark Bly, Director of Power & Light; Carolyn Joyner, Director of Human Resources; Alan Hogge, Director of Social Services; Frank Davis, Director of Parks & Recreations; Melissa Rollins, Director of Finance; Donald Goodwin, Director of Community Development; Phil Hardison, Chief of Police; Vince Holt, Chief of Emergency Services and Leesa Livesay, Acting Secretary, Recording Minutes.

Other Staff in Attendance: Dan Howe, Director of Downtown Franklin Association; Joe Ann Faulk, Financial Accountant; Sheila Baker, Office Manager of Community Development; and Todd Lyons, Corporal for the Franklin City Police.

CALL TO ORDER

The City Council Regular Meeting was called to order by Mayor Johnson-Ashburn 7:01 p.m.

INVOCATION

The Invocation was offered by Councilwoman Hilliard.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was offered by everyone in attendance.

INTRODUCTION OF NEW EMPLOYEES

Community Development – Doug Edwards, Building Inspector/Code Enforcement Officer

Mr. Goodwin introduced Doug Edwards as the recently hired Building Inspector/Code Enforcement Officer. Mayor Johnson-Ashburn and Council welcomed Mr. Edwards.

Public Works – Larry Artis, Cornell Evans, Glenn Story, Ronald Hensley, Gerald Griffin and Richard Yerton

Mr. Pace announced the hiring of Larry Artis, Sanitation Worker II; Cornell Evans, Grounds Worker I; Glenn Story, Equipment Operator I; Ronald Hensley, Motor Equipment Operator II, Gerald Griffin, Licensed Operator II and Richard Yerton, Sanitation Worker II. Mayor Johnson-Ashburn and Council welcomed Mr. Hensley who was in attendance at the meeting. The Mayor expressed her hope the others would attend at another time.

CITIZEN'S TIME

Citizen 1

Herman Parker, who resides at 303 North High Street, stated that he received the City's response to his Freedom of Information Act (FOIA) Request which consisted of one hundred and sixty two pages of city records and the bill that was included in the FOIA Packet in the amount of \$57.82, which he is not in agreement with. Mr. Parker also commented about an article that was in the paper about the Mayor.

Mayor Johnson-Ashburn told Mr. Parker that news item was personal and to please move on with any additional comments. Mrs. Parker did not comment further.

Citizen 2

Herbert Hunter, who resides at 408 Cobb Street, is concerned about the sweeper cleaning the street before trash pick-up.

Mayor Johnson-Ashburn stated that Manager Martin would contact Mr. Hunter with a response to this issue.

Mayor Johnson-Ashburn stated that the City has spent a lot of time on electric issues and Manager Martin has dedicated an overwhelming amount of time researching concerns that were presented during Council Meetings. The City Manager and Council together have developed ways to help our customers control the electric consumption. The City Manager has to return to his normal duties of operating this city. If there continue to be requests, they are to be forwarded to the appropriate staff. It is imperative that the City Manager and Council focus on moving the City of Franklin in the right direction. We have to continue improving our City in order to bring businesses and jobs to the City. We will continue to work on what we are obligated to do and that is the third party review of our equipment and a flyer which has tips for customers to control usage of electricity.

AMENDMENTS TO AGENDA

A motion was made by Councilman McLemore requesting to amend the Agenda to discuss some methods of reducing utility bills for the citizens because to his knowledge there has been no discussion in regards to methods we can take as a Council to reduce utility bills.

Mayor Johnson-Ashburn asked for a second to Councilman McLemore's motion to amend the Agenda. The motion failed to receive a second and therefore died.

CONSENT AGENDA

City Council Minutes from the April 8, (Tabled) and April 22, 2013 Regular Meetings

A motion was made by Councilman Burgess to adopt the City Council Minutes from April 8, (Tabled) and April 22, 2013 regular Meetings. The motion was seconded by Vice-Mayor Cheatham.

Mayor Johnson-Ashburn asked for discussion on the motion.

Councilman McLemore asked about the corrections that he requested in the April 8, 2013, City Council Minutes.

Councilman Burgess advised Councilman McLemore of the specific pages where the corrections were made.

There being no further discussion, the motion was approved by a 6-0 vote (Councilman Blythe absent).

Resolution Approving the Southampton IDA Re-Finance of the Village at Woods Edge

Mayor Johnson-Ashburn asked Vice-Mayor to read the Resolution

A motion was made by Vice-Mayor Cheatham to accept the Resolution authorizing the Southampton IDA Re-Finance of the Village at Woods Edge debt. The motion was seconded by Councilwoman Hilliard and passed with a 6-0 vote (Councilman Blythe absent).

Resolution in Observation of “Emergency Medical Services Week” (May 19 – 25, 2013)

Mayor Johnson-Ashburn asked Councilman Burgess to read the Resolution.

A motion was made by Vice-Mayor Cheatham to accept the Resolution in Observation of “Emergency Medical Services Week, May 19 – 25, 2013. The motion was seconded by Councilwoman Murphy and passed with a 6-0 vote (Councilman Blythe absent).

Resolution in Observation of “Building Safety Month” (May 2013)

Mayor Johnson-Ashburn read the Resolution.

A motion was made by Councilman McLemore to accept the Resolution in Observation of Building Safety Month (May 2013). The motion was seconded by Vice-Mayor Cheatham and passed with a 6-0 vote (Councilman Blythe absent).

PUBLIC HEARINGS

Hearing to Receive School Board Nominations for Wards 2 & 5

Mayor Johnson-Ashburn opened the Public Hearing portion of the meeting at 7:24 p.m.

Terry Godwin, who resides at 901 Clay Street, nominated Nancy Godwin for the position of Ward 2 Representative on the Franklin City School Board. Mrs. Godwin has been a resident of Franklin for the past thirteen years; she has participated and been active in the Franklin City School System on many levels. She also has been a member of the S. P. Morton PTA for the past eight years, two of those years as a Board Member and two of those years as PTA President. She has served for the past five years on the No Child Left Behind School Improvement Committee as a Parent Representative. She currently serves at J. P. King on the Parents as Partners Committee. She is an active member on the Franklin High School Athletic Booster Club and will serve as Treasurer next year. Mrs. Godwin has been a Substitute Teacher for eight years.

Mayor Johnson-Ashburn asked if there were any more nominations for the Ward 2 Representative Seat on the Franklin City School Board when the seat is vacated on June 30, 2013.

There being no more nominations for the Ward 2 Representative, Mayor Johnson-Ashburn closed the Ward 2 Nomination portion of the Public Hearing and opened the Ward 5 Nomination portion of the meeting.

Verta Jackson resides at 603 Chestnut Street, and currently serves as Ward 5 Representative on the Franklin City School Board. She nominated Jeanette Austin to fill her seat as Ward 5 Representative when her term expires on June 30, 2013.

Ms. Austin is a graduate of Franklin High School and has an Associate's Degree from Smithfield Massey Business School of Richmond, Virginia.

Mayor Johnson-Ashburn asked if there were any more nominations for the Ward 5 School Board Representative; there being none the Ward 5 Nomination portion of the Public Hearing was closed.

Mayor Johnson-Ashburn asked for Council's discussion at 7:29 p.m.

Mayor Johnson-Ashburn asked for thoughts on Council interviewing the nominees for Ward 2 and 5.

Councilwoman Murphy replied she would like to interview the nominees.

Vice-Mayor Cheatham agreed.

Councilwoman Hilliard has no problem with interviewing the nominees, but she asks that there be no imposing questions asked.

Councilman Burgess agreed as well.

Councilman McLemore concurred.

Mayor Johnson-Ashburn asked Manager Martin to set up a date for interviewing the nominees.

At the Manager's suggestion, the interviews were set up for Monday, May 20, 2013 beginning at 6:30 p.m. in the Council Chambers.

FINANCIAL

Budget Amendments FY 2013-22

Melissa Rollins, Director of Finance reviewed proposed Budget Amendments for FY 2012-2013.

Fund #220 – Fire & Rescue Grants – This is a request from the Fire & Rescue Department to amend the FY 2012 – 2013 Budget to reflect additional local revenue from a donation in the amount of \$1,000 to support Fire Prevention Education.

Fund #100 – General Fund – This is a request from the Franklin Police Department to amend the FY 2013 – 2014 budget to reflect the receipt of a \$100 donation received to support the department.

A motion was made by Councilman Burgess to accept Budget Amendments FY 2012 -13. The motion was seconded by Vice-Mayor Cheatham and passed with a 6-0 vote (Councilman Blythe absent).

OLD/NEW BUSINESS

City Manager's Report

CDBG Planning Grant (Madison Street Neighborhood)

Manager Martin introduced Donald Goodwin, Director of Community Development to review the announcement of the recent of additional funds for a CDBG Planning Grant. The Department of Housing and Community Development (DHCD) is prepared to offer planning grant assistance for further developing an application for the Madison Street Neighborhood Revitalization Project. The state is prepared to offer \$3,000 in Planning Grant funding to reimburse the City for completion of the following activities by June 14, 2013. The actual funding amount is not to exceed a total of \$30,000 if the City is approved for the next phase of funding to prepare a grant application for housing improvements in this neighborhood.

1. Completion of an initial public meeting
2. Completion of an initial management team meeting
3. Completion of preliminary building assessment
4. Completion of neighborhood surveys
5. Completion of infrastructure assessment
6. Completion of a second management team meeting

Mayor Johnson-Ashburn asked whether there were to be any acquisitions or demolitions of properties included in this grant project.

Mr. Goodwin replied that he did not think there would be any acquisitions, but based on the deeds assessment there could be some demolitions if the properties were not feasible for rehabilitation based upon the state program guidelines. This is expected to be a housing rehabilitation program with some public infrastructure improvements as well.

Councilman McLemore stated at the last meeting he thought the designated area was Pretlow Street.

Mr. Goodwin answered Pretlow was one of the areas that the study was done, but after the research was complete the Madison-Cobb area was the neighborhood that was chosen for the grant. Mr. Goodwin also noted that the selected neighborhood was unanimously endorsed by the Needs Assessment Team which included citizens.

Councilman McLemore asked if an evaluation had been done to find out if manufactured homes qualify for the grant.

Mr. Goodwin answered yes manufactured homes would qualify according to program guidelines.

Boy Scouts of America 100th Year Anniversary Troop 17

Manager Martin announced that Troop 17 would be celebrating their 100th year in Franklin as a troop of the Boy Scouts of America (BSA). The City has produced a Letter of Commendation to present to Troop 17 on June 8, 2013, at their 100th year celebration.

Mayor Johnson-Ashburn asked Vice-Mayor Cheatham to read the letter.

Mayor Johnson-Ashburn asked for a motion of endorsement of the letter to be signed by the Mayor on behalf of the City Council.

A motion was made by Councilman Burgess to endorse the letter to Troop 17 honoring their 100th year in Franklin as a troop of the Boy Scouts of America.

Mayor Johnson-Ashburn opened the floor for discussion.

Councilman Burgess, as an Eagle Scout, expressed warm wishes to Troop 17 on their centennial.

Councilman McLemore expressed his support for this organization on their anniversary.

Councilwoman Hilliard stated she had two nephews that were proud to be Boy Scouts and also expressed her support for this organization.

Councilwoman Murphy expressed her support as well.

Vice-Mayor Cheatham also expressed his support for Troop 17.

The motion was seconded by Vice-Mayor Cheatham and passed with a 6-0 vote (Councilman Blythe absent).

FY 2013-2014 Proposed Budget Update

As requested, Manager Martin presented a proposed balanced operating budget for the coming fiscal year to the City Council for consideration.

Manager Martin then reviewed highlights of the FY 2013-2014 Proposed Budget noting major changes since the overview he had previously presented on April 22nd.

Balancing the Budget

Updated Recommendations for Use of Revenues Over Expenditures

- Added a provision for an employee Salary Increase
- Increased the Contingency Appropriation
- Recommended a lower Debt Service Reserve Appropriation than previously scheduled

Manager's Recommendations for Balancing the Budget

- | | |
|--|-------------|
| • City Employee 2.0% Salary Increase Cost | (\$120,000) |
| • Reduced Appropriation Request to School Division to match FY 12-13 base appropriation plus carryover | \$142,758 |
| • Use of Debt Reserve Reduced | (\$186,836) |
| • Other Net Miscellaneous Reductions | (\$ 5,665) |
| • TOTAL NET ADJUSTMENTS | (\$169,743) |

**Balancing the Budget (General Fund)
 Managers Budget Adjustments after April 22, 2013**

• Variance of Revenue Over Expenditures @ April 22, 2013	\$169,743
• Net adjustment after April 22, 2013	(\$169,743)
	-0-
• Balanced Revenue and Expenditures	-0-

General Fund Budget Highlights

- Built on Council Priorities Established at Work Sessions
- Provides for Expenditure Reductions Without Impacting Operations or Service Levels
- Reflects Operational Achievements via Highlights and Accomplishments
- Conveys Financial Policy Compliance (accomplishes compliance with GF Fund Balance Policy Requirements)
- Supports Continued Investment in Schools (ranked 10th highest among Virginia cities per capita spending on Education)
- Reflects Operating Efficiencies Achieved by Staff
- Maintains Current Tax Rates
- Provides for a 1.0% Mandated Increase in VRS
- Includes a 2.0% COLA increase for employees
- Adjustments to staffing levels in (1) Public Safety as planned, (2) General Government Administration for compliance with Health Care Affordability Act, (3) Community Development for Implementation of State Mandated Storm Water Management Plan and (4) Social Services for full staffing of the department
- Meets prior year goal of Establishing a Solid Waste Enterprise Fund Independent of General Fund
- Reflects planned service consolidation initiative with Southampton County
- Supports Economic Development Initiatives in Concert with FSEDI and Southampton County via increased contributions
- Provides level support to most other agencies
- Reduces the debt service reserve requirements below previously planned levels which increases flexibility in future year budget planning

Where Does the Money Come From?

✓ Local Revenue (Property Taxes)	32%
(Other Local Taxes)	24%
✓ Other Local Revenue	Less than 1%
✓ Use of Money & Property	1%
✓ Charges for Service	6%
✓ Misc. Revenue	3%
✓ State & Federal Revenue	20%
✓ Transfers from Other Funds	6%
✓ Use of Debt Service Reserve	4%
✓ Prior Year Carryover	3%

Where Does the Money Go?

✓ General Fund Debt	2%
✓ General Support to Other Funds	4%
✓ General Government	11%
✓ Judicial Administration	4%
✓ Public Safety	28%
✓ Public Works	14%
✓ Health & Welfare	1%
✓ Parks, Recreation & Cultural	4%
✓ Community & Economic Development	1%
✓ Revenue Sharing & Non-Depart	3%
✓ School Operating & Debt	28%

Solid Waste Enterprise Fund Budget Highlights

- Creates a Solid Waste Fund Effective July 1, 2013
- Recommends \$2.50 per month rate reduction for Residential Customers (2nd reduction in two years)
- Reflects Operational Efficiencies Achieved in Yard Waste Operations
- Continues the Reserve Appropriation for Future Capital Project Replacements
- Recommends Use of Recycle Container Reserve for general (less restrictive) capital needs

Water & Sewer Enterprise Fund Highlights

- Rate Study Report Recommendations
- No recommended increase in water & sewer base rates proposed at this time
- Water Tank Maintenance Cost Leveling Effort
-

Airport Enterprise Fund Highlights

- No Significant Changes in Operating Revenues or Expenditures
- Ongoing Grant Funded Capital Projects

Electric Enterprise Fund Highlights

- Reflects Current Year (FY 12-13) Reversal of Downward Trend in Cash Balance in the Fund When Compared to Previous Fiscal Year (FY 11-12)
- Includes a Generation Fuel Adjustment
 - Dominion Increase in Fuel Factor Charge – Effective April 1, 2013 (\$2.46 per 1,000 kWh)
- Includes a Proposed Dominion Wholesale Power Rate Increase of 3.6% for City Customers effective July 1, 2013 (\$3.32 per 1,000 kWh)
 - Combined Estimated Impact Based on Residential Customer Using 1,000 KWH is \$5.78 per month (including fuel adjustment increase).

Recommended FY 2013-2014 School System Budget

- Recommends continued current year base appropriation of \$4,873,395
- Recommends Funding of FY 2011-2012 Local Funding Carryover of \$643,174 for a total local appropriation recommendation of \$5,480,569
 - This reflects a reduction in the Local Appropriation below the amount requested from the School System by \$142,758 (carryover funds approved in FY 12-13)
- Includes Projected Increase in State Funding of \$243,619 and Federal funding of \$97,910
- Total Proposed Budget from All Sources = \$16,747,201

Councilman Burgess asked whether the City budget reflects the School System appropriation broken down in base and carryover amounts. Councilman Burgess suggests that we have this broken down into two lines items; therefore, it will be easier to track.

Mrs. Rollins replied that the amounts are broken down in the budget line detail in the manner described.

Manager Martin advised that the draft goals for the City were included in the budget proposal for consideration as well.

Manager Martin then reviewed the Budget Development & Review Calendar Schedule recommended:

- Wednesday, May 22, 2013, 6:00 P.M. Budget Work Session #1
- Tuesday, May 28, 2013, 6:00 P.M. Budget Work Session #2
- Thursday, May 30, 2013, 6:00 P.M. Budget Work Session #3
- Friday, May 31, 2013, Newspaper Advertisement of Budget Public Hearing Notice
- Monday, June 10, 2013, 6:00 P.M. * Budget Work Session as necessary
*Denotes Call Meeting with a Public Hearing to follow at 7:00 p.m.
- Monday, June 24, 2013, City Council Takes Action on the FY 2013-2014 Budget,

Sets Tax Rates and Adopt Budget Resolutions (Budget adoption must be a minimum of 7 days after the public hearing)

Manager Martin recommended Council endorse the Budget Calendar Schedule with all meetings scheduled to be held in the Council Chamber. Manager Martin also noted other options if additional review was deemed necessary before adoption.

Mayor Johnson-Ashburn asked for a motion to endorse the Budget Calendar Schedule.

A motion was made by Vice-Mayor Cheatham to endorse the Budget Calendar Schedule. The motion was seconded by Councilman Burgess and passed with a 6-0 vote (Councilman Blythe absent).

Manager Martin stated it has been a distinct pleasure to be entrusted with the responsibility for preparing and presenting the proposed budget and thanked Mrs. Rollins and staff for all their efforts and support during preparation of the budget and goals recommendations.

COUNCIL/STAFF REPORTS ON BOARDS AND COMMISSIONS

Vice-Mayor Cheatham reported on a Western Tidewater Regional Jail Authority Board Meeting. He stated that Rodney Sharp, Western Tidewater Regional Jail Educational Director, won employee of the year at the Fifteenth Annual Regional Jails Conference, which is a big honor.

Councilman Burgess commended the City of Franklin and Franklin, Southampton Economic Development, Inc. (FSEDI) on the recent announcement of the Love's Truck Stop partnership. Councilman Burgess stated the participation and the team effort were noticed by our State and Federal Representatives.

Mayor Johnson-Ashburn stated we are reaching out to both our neighboring counties in a spirit of cooperation and are headed in the right direction as a City.

City Attorney Williams reported on the SPSA Meeting that he attended in April. The SPSA Board adopted a budget for FY 2013-2014 with no increase in the tipping fee.

Mayor Johnson-Ashburn asked if the Regional Solid Waste Committee was still meeting.

Vice-Mayor Cheatham replied yes but there has been a schedule setback due to schedule conflicts of late.

Mayor Johnson-Ashburn informed Council that there should be a folder at their seats containing an evaluation for City Attorney Williams and to be prepared to do the evaluation next meeting.

CLOSED SESSION

Mayor Johnson-Ashburn announced there was no need to go into Closed Session.

ADJOURN

A motion was made by Vice-Mayor Cheatham to adjourn the City Council Meeting for May 13, 2013. The motion was seconded by Councilman Burgess and passed with a 6-0 vote (Councilman Blythe absent).

The meeting adjourned at 8:38 P.M.

CLOSED SESSION

**CALLED CITY COUNCIL MEETING TO INTERVIEW CANDIDATES FOR APPOINTMENT
TO THE FRANKLIN CITY SCHOOL BOARD**

The Franklin City Council held a Special Closed Session Meeting on Monday, May 20, 2013 at 6:30 P.M. in the Chamber's Conference Room to interview nominated candidates for appointment to the Franklin City School Board to fill upcoming vacancies when terms expire.

Council Members:

Raystine D. Johnson-Ashburn, Mayor
Barry Cheatham, Vice-Mayor
Greg McLemore
Benny Burgess
Mary Hilliard
Mona Murphy
Donald Blythe

Attendance:

Present
Present
Absent
Present
Present
Present
Absent

Other Staff in Attendance:

Randy Martin, City Manager
Taylor Williams, IV, City Attorney

Attendance:

Present
Present

School Board Nominees Present:

Nancy Godwin (Ward 2)
Jeanette Austin (Ward 5)

Attendance:

Present
Present

Call to Order:

Mayor Johnson-Ashburn called the Special Meeting to order at 6:30 p.m.

Discussion:

Mayor Johnson-Ashburn announced that the sole purpose of this meeting was to interview nominees for School Board vacancies that will open when two member's terms expire on June 30, 2013 for Wards 2 and 5.

A motion was made by Councilwoman Murphy to go into Closed Session to interview nominated candidates for appointment to Ward 2 and Ward 5 School Board seats when current terms end on June 30, 2013. The motion was seconded by Councilman Burgess and approved by a 5-0 vote (Councilmen McLemore and Blythe absent).

Interview 1

Nominee: Nancy Godwin

Time: 6:30 P.M.

Discussion:

Nancy Godwin joined Council in Closed Session at 6:30 p.m. for her interview as Franklin City School Board Ward 2 Representative.

Interview 2

Nominee: Jeanette Austin

Time: 7:00 P.M.

Jeanette Austin joined Council in Closed Session at 7:00 p.m. for her interview as Franklin City School Board Ward 5 Representative.

At the Conclusion of the Closed Session, Mayor Johnson-Ashburn called the Open Session back to order.

Vice-Mayor Cheatham moved that the only matters discussed during the session were those lawfully exempted from open meeting requirements and identified in the motion by which the closed session convened. The motion was seconded by Councilwoman Hilliard and passed with a 5-0 vote (Councilmen McLemore and Blythe absent).

Adjourn:

There being no further business for the Special Session Meeting; a motion was made to adjourn by Vice-Mayor Cheatham. The motion was seconded by Councilman Burgess and passed with a 5-0 vote (Councilmen McLemore and Blythe absent).

The Meeting was adjourned at 7:32 p.m.



June 3, 2013

TO: Mr. Randy Martin
City Manager

FROM: Melissa D. Rollins 
Director of Finance

RE: VRS Resolution for Implementation of 5.0% Member Contribution

As you are aware Senate Bill 497 of the 2012 Appropriations Act required that political and school division employees began paying the five percent member contribution to the Virginia Retirement System effective July 1, 2012. Legislation also required an offsetting salary increases and an option to phase in the contribution over a five year period. In July 1, 2012, the City elected to phase in the member contribution by providing 1.0% towards the employee paid contribution and gave the mandated 1.0% salary increase (1.1% provided to offset taxes). Currently, the City pays 4.0% and employees are contributing 1.0%.

Effective July 1, 2013, the City is recommending an additional 1.0% towards the member contribution (the budget includes a 1.1% salary increase to offset taxes). This would bring the *employer* paid contribution to **3.0%** and the *employee* paid contribution to **2.0%** for a total of **5.0%**. (*All employees hired after July 1, 2012 immediately began contributing the full 5.0% member contribution upon employment*).

Attached is the required resolution indicating the City's election to implement the 5.0% member contribution effective July 1, 2013 at the rate of 3.0% paid by the employer (City) and 2.0% paid by the employee. The resolution must be passed prior to July 1, 2013 and submitted to VRS prior to July 10, 2013.

Member Contributions by Salary Reduction for Counties, Cities, Towns, and Other Political Subdivisions

(In accordance with Chapter 822 of the 2012 Acts of Assembly (SB497))

Resolution

WHEREAS, the Franklin City Council 5-5232 employees who are Virginia Retirement System members who commence or recommence employment on or after July 1, 2012, shall be required to contribute five percent of their creditable compensation by salary reduction pursuant to Internal Revenue Code § 414(h) on a pre-tax basis upon commencing or recommencing employment; and

WHEREAS, the Franklin City Council employees who are Virginia Retirement System members and in service on June 30, 2012, shall be required to contribute five percent of their creditable compensation by salary reduction pursuant to Internal Revenue Code § 414(h) on a pre-tax basis no later than July 1, 2016; and

WHEREAS, such employees in service on June 30, 2012, shall contribute a minimum of an additional one percent of their creditable compensation beginning on each July 1 of 2012, 2013, 2014, 2015, and 2016, or until the employees' contributions equal five percent of creditable compensation; and

WHEREAS, the Franklin City Council may elect to require such employees in service on June 30, 2012, to contribute more than an additional one percent each year, in whole percentages, until the employees' contributions equal five percent of creditable compensation; and

WHEREAS, the second enactment clause of Chapter 822 of the 2012 Acts of Assembly (SB497) requires an increase in total creditable compensation, effective July 1, 2013, to each such employee in service on June 30, 2013, to offset the cost of the member contributions, such increase in total creditable compensation to be equal to the percentage increase of the member contribution paid by such pursuant to this resolution (For example, if the member contribution paid by the employee increases from two to three percent pursuant to this resolution, the employee must receive a one percent increase in creditable compensation.)

BE IT THEREFORE RESOLVED, that the Franklin City Council does hereby certify to the Virginia Retirement System Board of Trustees that it shall effect the implementation of the member contribution requirements of Chapter 822 of the 2012 Acts of Assembly (SB497) according to the following schedule for the fiscal year beginning July 1, 2013:

PLAN 1	Percent
Employer Paid Member Contribution	3 %
Employee Paid Member Contribution	2 %
Total	5%

PLAN 2	Percent
Employer Paid Member Contribution	3 %
Employee Paid Member Contribution	2 %
Total	5%

(Note: Each column must add up to 5 percent.); and

BE IT FURTHER RESOLVED, that such contributions, although designated as member contributions, are to be made by the Franklin City Council in lieu of member contributions; and

BE IT FURTHER RESOLVED, that pick up member contributions shall be paid from the same source of funds as used in paying the wages to affected employees; and

BE IT FURTHER RESOLVED, that member contributions made by the Franklin City Council under the pick up arrangement shall be treated for all purposes other than income taxation, including but not limited to VRS benefits, in the same manner and to the same extent as member contributions made prior to the pick up arrangement; and

BE IT FURTHER RESOLVED, that nothing herein shall be construed so as to permit or extend an option to VRS members to receive the pick up contributions made by the Franklin City Council directly instead of having them paid to VRS; and

BE IT FURTHER RESOLVED, that notwithstanding any contractual or other provisions, the wages of each member of VRS who is an employee of the Franklin City Council be reduced by the amount of member contributions picked up by the Franklin City Council on behalf of such employee pursuant to the foregoing resolutions; and

BE IT FURTHER RESOLVED, that in accordance with the Appropriation Act, no salary increases that were provided solely to offset the cost of required member contributions to the Virginia Retirement System under § 51.1-144 of the Code of Virginia will be used to certify that the salary increases required by the Appropriations Act have been provided.

NOW, THEREFORE, the officers are hereby authorized and directed in the name of the Franklin City Council to carry out the provisions of this resolution, and said officers are authorized and directed to pay over to the Treasurer of Virginia from time to time such sums as are due to be paid by the Franklin City Council for this purpose.

Governing Body Chairman

CERTIFICATE

I, R. Randy Martin, of the Franklin City Council,
certify that the foregoing is a true and correct copy of a resolution passed at a lawfully organized meeting of the Franklin City Council held at Franklin, Virginia at 7:00 P.M.
o'clock on June 10, 2013. Given under my hand and seal of the
Franklin City Council this 10th day of June, 2013.

Clerk

This resolution must be passed prior to July 1, 2013 and received by VRS no later than July 10, 2013.



P.O. Box 2500, Richmond, Virginia 23218-2500
Toll free: 1-888-VARETIR (827-3847)
Web site: www.varetire.org
E-mail: vrs@varetire.org

March 22, 2013

Dear Employer,

Last spring, you elected to phase in the 5 percent member contribution for Plan 1 and Plan 2 employees hired before July 1, 2012 to comply with actions taken by the 2012 General Assembly.

For fiscal year 2013, your governing body elected a ___ percent member contribution for your Plan 1 and Plan 2 employees. Using the enclosed resolution, your local governing body must elect to increase the member contribution by at least 1 percent for fiscal year 2014, as required by Virginia Code. Or, you may elect to increase it by more than 1 percent up to the full 5 percent. In addition, you must certify in the resolution that employees will receive an offsetting salary increase effective July 1, 2013.

Please send the formal signed resolution to VRS **no later than July 10, 2013** (Attn: Susan Keith, P.O. Box 2500, Richmond, VA 23218-2500).

Chapter 822 of the 2012 Acts of Assembly requires all Plan 1 and Plan 2 school division and political subdivision employees to begin paying the 5 percent member contribution effective July 1, 2012. The statute allows employers to phase in the member contribution for employees hired before July 1, 2012. The full 5 percent phase-in must be complete by July 1, 2016. Phase-in increases must be in whole percentages of at least 1 percent of creditable compensation per year, with required offsetting salary increases.

If you have any questions about the information in this packet, contact ZaeAnne Sferra, employer coverage coordinator, at zsferra@varetire.org or (804) 775-3514.

Sincerely,

Robert Schultze
VRS Director

(Enclosure)



June 5, 2013

TO: Randy Martin
City Manager

FROM: Taylor Williams, IV
City Attorney

RE: **Approval of Contract for the Infant and Toddler Connection of Virginia
Between the City of Franklin and the Department of Behavior Health and
Development Services**

At the June 10, 2013 City Council Meeting, Council will need to approve a Contract for the Infant and Toddler Connection of Virginia between the City of Franklin and the Department of Behavior Health and Development Services.

The contract provides that Franklin will serve as the Local Lead Agency to receive funding for the Children's Center for providing early intervention services.

State Fiscal Year (SFY) 2014

July 01, 2013-June 30, 2014



Infant & Toddler Connection of Virginia

COMMONWEALTH OF VIRGINIA

LOCAL CONTRACT FOR PARTICIPATION IN PART C

**EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH
DISABILITIES AND THEIR FAMILIES**

James W. Stewart, III, Commissioner

Department of Behavioral Health and Developmental Services

State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES

Table of Contents

1.0	DEFINITIONS	3
2.0	SCOPE OF WORK	8
3.0	DELIVERABLES	23
4.0	FISCAL ASSURANCES	25
5.0	GENERAL CONDITIONS	27
6.0	SUBMISSION REQUIREMENTS	31
7.0	PERIOD OF CONTRACT	31
8.0	COMPENSATION AND PAYMENT	31
9.0	SUBMISSION STATEMENT	32
	ATTACHMENT A – Identification Sheet	34
	ATTACHMENT B – Budget, Revenue and Expenditure Reporting Forms	35
	ATTACHMENT C – Data Verification Forms	36
	ATTACHMENT D Anticipated Data/Information Required from Local Lead Agencies	44

State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES

CONTRACT # **720C-04363-13D-39**

State Fiscal Year (SFY) 2014 COMMONWEALTH OF VIRGINIA

July 01, 2013-June 30, 2014

LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES
AND THEIR FAMILIES

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN:

The City of Franklin , hereinafter referred to as the **Local Lead Agency**

AND

The Department of Behavioral Health and Developmental Services: P. O. Box 1797,
1220 Bank Street, Richmond, Virginia 23219, hereinafter referred to as the **DBHDS**;

AND IS DATED: July 01, 2013

1.0 DEFINITIONS

Administrative Costs – Operational costs incurred by the Local Lead Agency as a result of administering the local Part C Contract (e.g. fiscal management, development of contracts with providers).

Certification Process - A required process for all Part C providers, except physicians, audiologists and dietitians, that includes the completion of the Early Intervention Training Modules with an accuracy rate of at least 80%, completion of a required application, review of licensure and approval of the certification. Providers may not provide Part C services without the approved certification.

Data Verification - Process by which the DBHDS reviews and verifies the accuracy of data received from the Local Lead Agency to meet Federal and State reporting requirements.

Days – As used within this Contract, refers to calendar days unless clearly specified otherwise.

Determination - A part of Virginia’s General Supervision and Monitoring System identified through Part C of the Individuals with Disabilities Education Act, as amended, (“Part C of IDEA,” “Part C,” or “IDEA”) (20 U.S.C.§1416(d)), requiring the DBHDS to

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

review and analyze Local Lead Agency data results on Virginia's Monitoring Indicators, (including the history, nature and length of time of any reported noncompliance, and any evidence of correction), monitoring visits and any other public information, to determine annually if the Local Lead Agency (i) meets the requirements and purposes of Part C of IDEA; (ii) needs assistance in implementing the requirements; (iii) needs intervention in implementing the requirements; or (iv) needs substantial intervention in implementing requirements of Part C of IDEA.

Direct Services – A budget category based on the services designated by federal requirements under IDEA. The services included as budget line items are Assistive Technology Devices; Audiology; Eligibility Determination; Assessment for Service Planning; Counseling; Health; Nursing; Nutrition; Occupational Therapy; Occupational Therapy – Assistive Technology Services; Physical Therapy; Physical Therapy – Assistive Technology Services; Psychology; Service Coordination; Service Coordination – Targeted Case Management; Social Work; Developmental Services (formerly called Special Instruction); Speech Language Pathology; Speech Language Pathology – Assistive Technology Services; Transportation; Vision; and other entitled Part C services (i.e., services that may be entitled through the Individualized Family Service Plan process but are not listed above). Part C of IDEA requires the following to be provided at no cost to families: Child Find, Service Coordination, Eligibility Determination and Assessment, Individualized Family Service Plan (IFSP) development and procedural safeguards.

Early Intervention Services – Services provided through Part C of IDEA (20 U.S.C. §1431 et seq.) that are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development and provided to children from birth to age three.

Eligibility – Children from birth to age three are eligible for early intervention services in the Commonwealth of Virginia if they have (i) a twenty-five percent developmental delay in one or more areas of development, (ii) atypical development, or (iii) a diagnosed physical or mental condition that has a high probability of resulting in a developmental delay.

Enforcement Actions – A part of Virginia's General Supervision and Monitoring System identified through Part C of IDEA (20 U.S.C. §1416(a), (e)(1)-(3), (5); 1442), requiring DBHDS to monitor implementation of the Individuals with Disabilities Education Act and to make determinations annually about the performance of each Early Intervention System as outlined in 34 C.F.R. § 303.700(a)(2) and enforce Part C requirements consistent with 34 C.F.R. § 303.700(a)(3) using appropriate enforcement mechanisms which include enforcement actions outlined in Virginia's System of Enforcement document.

Family-Centered Practices – A way of planning and providing early intervention services in which families are involved in all aspects of decision-making, families' cultures and values are respected, and families are provided with accurate and sufficient information to be able to make informed decisions. Family-centered practices include establishing an active parent-provider partnership; considering family routines, activities and natural settings throughout the early intervention process (from child find, intake, assessment, IFSP development, and delivery of entitled services through transition);

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

keeping the focus of early intervention supports and services on increasing the child's participation in family and community activities identified by the family; and supporting the family in identifying learning opportunities and enhancing their child's development.

Family Survey – A professional survey which is nationally validated and administered to families for the purpose of collecting Family Outcomes Data as required by the Office of Special Education Programs (OSEP) for the State Performance Plan as well as for improvement planning and monitoring.

Fiscal Monitoring and Verification Process: The procedures and mechanisms used by DBHDS to ensure each Local Lead Agency has procedures that are reasonably designed to ensure:

1. The timely obligation and use of IDEA funds at the local level; and
2. The use of IDEA funds at the local level are in accordance with the Section 4.0 Fiscal Assurances of this Contract.

Focused Monitoring - A process that purposefully selects priority areas to examine for compliance/results while not specifically examining other areas for compliance to maximize resources, emphasize important variables and increase the probability of improved results. (Definition adopted by the National Center for Special Education Accountability Monitoring (NCSEAM) National Advisory Board).

General Supervision and Monitoring System – The procedures and mechanisms used by DBHDS to ensure compliance with all requirements of Part C of IDEA, adherence to State requirements related to Part C, and continuous quality improvement by each Local Lead Agency, its employees and/or contracted providers.

Improvement Plan – A written plan developed by a local Part C system with explicit strategies, activities and evidence of change which serves as a mechanism to ensure:

1. Correction of noncompliance as soon as possible but not more than one year from the date of notification of noncompliance; and/or
2. Improved performance on results indicators; and/or
3. Correction or improvement of policies, practices, procedures and/or results identified through quality management reviews.

Individualized Family Service Plan (IFSP) – A written plan, as required by Part C of IDEA, to ensure the provision of needed Part C early intervention services to eligible infants and toddlers and their families. The IFSP:

1. Is developed jointly by the family and appropriate qualified personnel providing early intervention services;
2. Is based on the multidisciplinary assessment of the child in all developmental domains, including vision and hearing, as well as the child's functional abilities in the areas of social relationships, acquiring and using knowledge and skills, and taking action to meet needs, which identifies his unique needs, and the assessment of the resources, priorities and concerns of the child's family and the family's routines as determined by the family;

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

3. Includes outcomes, strategies, and supports and services necessary to enhance the development of the child and the capacity of the family and other caregivers to meet the special needs of the child; and
4. Contains all of the required elements as specified in Chapter 7 of the Infant & Toddler Connection of Virginia Practice Manual.

Infant and Toddler Online Tracking System (ITOTS) – Secure, web-based data entry system for collecting, tracking and reporting child-specific data and aggregated data on all children served under Virginia’s Part C early intervention system.

Local Interagency Coordinating Council (LICC) – Entities established on a statewide basis by DBHDS, in consultation with the Virginia Interagency Coordinating Council (VICC), to enable early intervention service providers to establish working relationships that will increase the efficiency and effectiveness of early intervention services.

The membership of the LICCs, as established by Virginia Code § 2.2-5305, shall include designees from the following agencies: community services boards, departments of health, departments of social services, and local school divisions. These designees shall designate additional council members as follows: at least one parent representative who is not an employee of any public or private program that serves infants and toddlers with disabilities; representatives from community providers of early intervention services; and representatives from other service providers as deemed appropriate. Every county and city may appoint a representative to the respective local interagency coordinating council.

The duties of LICCs, as specified in Virginia Code § 2.2-5305, shall include advising and assisting the Local Lead Agency in the following:

1. Identifying existing early intervention services and resources;
2. Identifying gaps in the service delivery system and developing strategies to address these gaps;
3. Identifying alternative funding sources;
4. Facilitating the development of interagency agreements and supporting the development of service coalitions;
5. Implementing policies and procedures that will promote interagency collaboration;
6. Developing local procedures and determining mechanisms for implementing policies and procedures in accordance with state and federal statutes and regulations; and
7. Selecting the Local Lead Agency pursuant to Virginia Code § 2.2-5304.1.

Local Lead Agency – a public or private agency selected by the LICC that, under contract with DBHDS, administers local Part C funds and fulfills the requirements of the Local Contract for Participation in Part C. Due diligence will be used to first identify a public local lead agency. If no public agency can be identified, a Request for Proposals will be issued and a private agency may be selected. If the local interagency coordinating council is unable to select a local lead agency, the state lead agency shall assist in making the determination.

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

Local Part C System – The local Part C system includes, but is not limited to, the Local Interagency Coordinating Council, the Local Lead Agency, the Local Part C System Manager, local participating agencies and providers, and family members.

Local Part C System Manager - Individual employed by the Local Lead Agency to coordinate and provide oversight for the local Part C system.

Local Participating Agency or Provider – Any public agency, or its contracting agency or individual provider, that provides early intervention supports and services or other activities according to Virginia Part C Policies and Procedures to Part C-eligible children and their families; or another public or private agency or provider that agrees to do so by interagency agreement, memorandum of understanding, or letter of agreement.

Natural Environments – Settings that are natural, or normal, for a child’s age peers who have no disabilities and include a variety of activities and routines which are typical for the child and family within the context of their daily lives and community.

Public Agency – Any department, authority, board, post, commission, division, institution, committee, office, entity or political subdivision, including local governing bodies, created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the prescribed activities.

Public Reporting - A part of Virginia’s General Supervision and Monitoring System through Part C of IDEA (20 U.S.C. § 1416(b)(2)(C), 34 C.F.R. § 303.702), requiring the summation of monitoring data about the performance of each Local Lead Agency related to Virginia’s targets established for each compliance indicator in the State Performance/Annual Performance Plan. This information must be reported and made available annually and through public means including, but not limited to, posting on the Infant & Toddler Connection of Virginia web page (www.infantva.org).

Quality Management Review (QMR): A review conducted by DBHDS, acting as an agent of the Department of Medical Assistance Services, of enrolled early intervention providers to meet federally-required supervision and monitoring for Virginia’s Medicaid Early Intervention Part C program. The review may be on-site or in the form of desk reviews. During each review, a sample of the provider’s Medicaid billing will be selected for review. An expanded review shall be conducted if an excessive number of exceptions or problems are identified.

System Operations – A budget category that includes the line items of Administration, System Management, Data Collection, Training, Public Awareness/Child Find, and Other System Costs.

Training and Technical Assistance – Training, interpretation, advice and guidance provided to local Part C systems and Part C personnel to enable the local Part C system to attain and maintain compliance with federal and state Part C requirements and strengthen the local system of supports and services for eligible infants, toddlers and their families.

Virginia’s Monitoring Indicators - Indicators established by the Office of Special Education Programs (OSEP) designed to evaluate the performance of each local Part C system as outlined in the State Performance Plan and reported on in the Annual Performance Report.

2.0 SCOPE OF WORK

2.1 Local Lead Agency

2.1.1. FISCAL

The Local Lead Agency, with the advice and assistance of the LICC, shall:

- a. Purchase, contract for, and/or provide services and disburse funds in accordance with the local interagency Part C budget developed in collaboration with the LICC and approved by the DBHDS. The Local Lead Agency shall:
 - (1) Ensure adherence to its own requirements, as well as those of the DBHDS, including Part C of the IDEA, for managing funds – including audits, hiring of personnel, and complying with the Virginia Public Procurement Act when contracting for services, other Part C functions, and/or purchasing supplies/equipment.
 - (2) Provide accurate and detailed information to the LICC regarding its requirements, as well as those of DBHDS, for procuring services and disbursing funds in order to facilitate interagency decisions and recommendations for use of funds within given parameters.
 - (3) Include a requirement for compliance with all federal and state Part C regulations and requirements and state and local Part C Policies and Procedures in all of its contracts with Part C service providers.
 - (4) Include a requirement for compliance with the *Infant & Toddler Connection of Virginia Practice Manual* in all of its contracts with Part C service providers. The Manual can be found on the web at: <http://www.infantva.org/documents/pr-PM-PracticeManual.pdf>.
 - (5) Monitor all of its contracts with Part C service providers for compliance with all federal and state regulations and requirements and state and local Part C Policies and Procedures.
 - (6) Monitor all of its contracts with Part C service providers for compliance with the *Infant & Toddler Connection of Virginia Practice Manual*.
 - (7) Obtain prior approval from the Part C Administrator of DBHDS for the purchase of equipment, using Part C federal or state funds, costing \$5,000 or more.
 - (8) Specify responsibility for obtaining the physician certification for children with Medicaid/FAMIS coverage within the required period of time as set forth in Chapter IV of the Early Intervention Medicaid Manual, which states that a physician, physician's assistant, or nurse practitioner must

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

authorize the IFSP within 30 days after the first IFSP service begins, not including service coordination.

- (9) Specify responsibility for ongoing verification of Medicaid/FAMIS coverage as specified in the *Infant & Toddler Connection of Virginia Practice Manual*.
 - (10) Specify fiscal responsibility for when Medicaid/FAMIS reimbursement is not available:
 - (a) Due to failure to obtain the physician's certification within the required period of time as set forth in Chapter IV of the Early Intervention Medicaid Manual. If an IFSP is not signed by the physician, physician's assistant, or nurse practitioner within 30 days of the first IFSP service other than service coordination, then reimbursable services provided after the 30 days are not available for reimbursement until the date the IFSP is signed by one of these practitioners; or
 - (b) Because requirements for notification to the system manager/service coordinator of Medicaid/FAMIS coverage (for ITOTS data entry and/or notification to the Infant & Toddler Connection of Virginia office) are not met as specified in the *Infant & Toddler Connection of Virginia Practice Manual*.
- b. Prepare and submit all reports required by the DBHDS. The Local Lead Agency, with the advice and assistance of the LICC, shall:
- (1) Prepare and submit Part C expenditure reports (Attachment B – Expenditure Report Forms) that reflect expenditures incurred during the fiscal year (7/1/13 – 6/30/14). **The expenditure reports shall be due on the dates listed below. If an expenditure report is submitted later than 15 days following the due date, the DBHDS shall suspend payments to the Local Lead Agency until the report is received in accordance with this Contract. Funding shall be brought up to date on the next payment once the report is received, verified for accuracy and completeness, and approved.**
 - (a) Report and submission deadlines are as follows:

Mid-Year Report (07/01/13 thru 12/31/13) Due February 14, 2014

End-of-Year Report (07/01/13 thru 06/30/14) Due August 15, 2014

- c. Federal Part C funds awarded during the SFY 2013 Local Part C Contract that are left unexpended at June 30, 2013 shall be obligated and expended during the period of

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

July 01, 2013 through September 30, 2013. Any unspent SFY 2013 federal Part C funds after September 30, 2013 shall be reported on a Federal Balance Report (Attachment B – Federal Balance Report) and returned to the Office of Grants Management of the DBHDS as directed by the DBHDS Fiscal Office. The Federal Balance Report shall be due on the date listed below.

Federal Balance Report (07/01/13 thru 09/30/13) Due November 15, 2013

- d. Within the local Part C allocation award amount, and in accordance with DBHDS requirements and procedures, prepare and submit the budget and budget revisions in collaboration with the LICC.
 - (a) Administrative costs may not exceed 5% of the total state and federal Part C allocation for the entire year.
 - (b) The Local Lead Agency, in collaboration with the LICC, may make budget revisions of any amount **within** a budget category without prior approval of the DBHDS. The budget categories are System Operations and Direct Services. (See definitions on pages 3-7). The Local Lead Agency, in collaboration with the LICC, also may revise up to 10% of its budget between categories without the prior approval of the DBHDS. When seeking to move funds between budget categories, revisions, either singular or cumulative, exceeding 10% of the amount of this Contract shall be submitted in writing to the DBHDS Part C Technical Assistance Consultant and approved prior to the use of funds for newly proposed expenditures. These revisions shall be indicated on all subsequent expenditure reports in accordance with DBHDS requirements.
- e. Ensure billing for and collection of all family fees for the local Part C system in accordance with the Family Cost Share Practices in the *Infant & Toddler Connection of Virginia Practice Manual*. The local lead agency shall: 1) complete all billing and collection of family fees, 2) contract with a single entity to bill for and collect all family fees for the local Part C system, or 3) assign the billing and collection of the family fee to a specific agency/provider for each child.
- f. Make available Part C funds to ensure access to and maintenance for all necessary resources, including equipment and personnel, in accordance with DBHDS requirements to ensure: a) communication with the state office (e.g., email and Internet access); b) the completion of all necessary written activities for compliance with this Contract; and c) the management of data required under Virginia's Part C General Supervision and Monitoring System. Part C funds budgeted for this purpose shall be reflected in the Data Collection line item of the local Part C budget.
- g. Return unspent Federal Part C funds to the Office of Grants Management of the DBHDS as directed by the DBHDS Fiscal Office. State dollars that are unspent may be carried over and spent through June 30, 2015.

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

- f. Notify the Part C Administrator of budget shortfalls, including supporting documentation of need, specific reasons for need and efforts to secure other available funding, upon the identification of the financial need.
- g. Provide accurate and detailed fiscal information to the LICC including, but not limited to, budgets; expenses and revenues, including third party payments; and family fees.
- h. Keep financial records and afford access to those records as the State may find necessary to assure the accuracy of reports and proper disbursement of funds provided under Part C.

2.1.2. ADMINISTRATION:

The Local Lead Agency shall, with the advice and assistance of the LICC:

- a. Establish and administer a local system of early intervention services in accordance with Virginia Code § 2.2-5304.1 that meets all federal Part C requirements and Virginia Part C Policies and Procedures for the Implementation of Part C of the IDEA.
- b. Employ a Local Part C System Manager whose roles and responsibilities shall include, but are not limited to the following:
 - (1) Serving as a liaison between the local Part C system and the State Lead Agency, DBHDS;
 - (2) Serving as a liaison between the Local Interagency Coordinating Council and the Local Lead Agency;
 - (3) Clearly describing and explaining the service delivery considerations associated with individualizing Part C early intervention supports and services in everyday routines, activities and places to a wide variety of people;
 - (4) Working in partnership with families, agencies and professionals to maintain a local service delivery system that provides individualized, family-centered supports and services for all eligible children and their families;
 - (5) Providing oversight of local service delivery and monitoring trends related to supports and services, and frequency, intensity and changes in services for individual children to ensure supports and services are individualized to meet each child's and family's needs.
 - (6) Assisting the Local Lead Agency in continuously monitoring projected Part C expenditures and projected revenue based upon active IFSPs and available reimbursement sources;
 - (7) Working in partnership with the DBHDS to ensure compliance with federal and state regulatory requirements;

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

- (8) Facilitating continuous local system improvement through collection, use and interpretation of data (e.g. record reviews, ITOTS, etc.);
- (9) Assisting the Local Lead Agency in completing local contract requirements;
- (10) Participating in training and technical assistance provided by DBHDS including, but not limited to, Regional Technical Assistance Meetings; State Leadership Trainings; teleconferences and webinars; and reading the Infant & Toddler Connection of Virginia Technical Assistance Updates and periodic memos and emails from DBHDS;
- (11) Completing each of the six (6) training modules with at least 80% proficiency including the following:
 - (a) Child Development
 - (b) Family Centered Practices
 - (c) Service Pathway
 - (d) Practitioner Requirements
 - (e) Supervision in Early Intervention
 - (f) Early Intervention Service Coordination and Targeted Case Management (TCM);
- (12) Monitoring that all practitioners providing early intervention services have the appropriate and current Early Intervention Certifications as well as current discipline-specific licensure or certification (as applicable);
- (13) Mailing or faxing the ITOTS User's Request Form to the Data Manager at the Part C Office of the DBHDS to acknowledge that the named employee has reviewed the HIPAA Training Slides of the www.dbhds.virginia.gov website, signed the HIPAA Training Acknowledgement Form, and is authorized to access ITOTS;
- (14) Ensuring that any change in an employee's status which would no longer require the employee to access ITOTS confidential data is reported by the ITOTS System Manager to the Data Manager at the Part C Office of DBHDS by email, phone or fax; and
- (15) Ensuring that the ITOTS "Active User Accounts"(Attachment C) verification report that verifies that all users should be maintained as active users in ITOTS is submitted quarterly to the Data Manager at the Part C Office of the DBHDS. This quarterly confirmation shall be sent to the Data Manager at the Part C Office of the DBHDS by the following dates:
 - (a) 07/10/13;
 - (b) 10/10/13;
 - (c) 01/10/14; and

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

(d) 04/10/14.

- (16) Maintaining a current list of staff members that have access to the Secure File Transfer Protocol (sFTP) and documenting each time a new sFTP logon is required, or each time that an employee who has an sFTP logon no longer needs access to the server or leaves his/her job.
- c. Ensure that local procedures and practices address the following Part C requirements and are in compliance with Virginia Part C Policies and Procedures for the Implementation of Part C of the IDEA, the *Infant & Toddler Connection of Virginia Practice Manual*, and federal Part C regulations at 34 C.F.R. Part 303.
- (1) Family-centered supports and services;
 - (2) Implementation of a comprehensive and coordinated child find system including referral procedures, to ensure all infants and toddlers with disabilities in Virginia who are eligible for early intervention services are identified, located and referred to the local system for evaluation for eligibility determination.
 - (3) The 45-day timeline requirements under Virginia Part C Policies and Procedures for the Implementation of Part C of IDEA related to completing the initial multidisciplinary evaluation for eligibility determination, assessment for service planning, and development of an Individualized Family Service Plan for all eligible children and families;
 - (4) The provision of Part C early intervention supports and services in the child's natural environment unless otherwise noted on a child's IFSP for which there must be a justification for why supports and services are not provided in the child's natural environment and a plan to transition the child back to the natural environment;
 - (5) The timely initiation of all Part C supports and services, as designated on the IFSP. Timely initiation of services, for this purpose, is defined by the DBHDS as being within 30 calendar days of the date the family signs the IFSP, unless the IFSP team decides on and documents a later start date in order to meet the individual needs of the child and family;
 - (6) The completion of an individualized transition plan for all children exiting from the Part C system that adheres to the transition requirements, including timelines, under Part C of IDEA;
 - (7) The statewide uniform ability to pay policies and procedures in accordance with Component XIII of the Virginia Part C Policies and Procedures for the Implementation of Part C of the IDEA and all family cost share practices in accordance with the *Infant & Toddler Connection of Virginia Practice Manual*;

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

- (8) Procedural safeguards and dispute resolution procedures under Virginia Part C Policies and Procedures for the Implementation of Part C of the IDEA, the *Infant & Toddler Connection of Virginia Practice Manual*, and federal Part C regulations at 34 C.F.R. § 303.400 *et seq.*;
- (9) Accessing all appropriate sources of funding and services prior to the use of federal Part C funds for early intervention services or activities. Those funding sources may include, but are not limited to, based upon local availability and accessibility and individual eligibility requirements, the following:
 - (a) Medicaid/FAMIS — Medicaid/FAMIS eligible children must receive early intervention services from Medicaid enrolled providers through the Medicaid Early Intervention Services Program. Other services may be covered based on eligibility and other factors through other Medicaid programs including, but not limited to, the MR/ID Waiver, Technology Assisted Waiver, Elderly and Disabled with Consumer Direction Waiver, and Early Periodic Screening, Diagnosis and Treatment (EPSDT).
 - (b) Other Federal funds, including, but not limited to, Maternal Child Health;
 - (c) TRICARE;
 - (d) State General Funds;
 - (e) Local government funds;
 - (f) Private funds, including private third party insurance with parental permission;
 - (g) Donations;
 - (h) Family fees; and
 - (i) All other locally identified sources of funding that apply to Part C services.
- d. Develop, evaluate and revise, as needed, local interagency agreements, contracts and memoranda of understanding, at least annually, to ensure inclusion of terms and conditions that require all local public and private participating agencies/providers to comply with federal and state Part C requirements when providing Part C supports and services.
- e. Facilitate development and implementation of local interagency agreement(s), contract(s), and memoranda of understanding with additional local public and private agencies/providers, as necessary, in order to fill gaps in services and ensure access to all potential payors in accordance with the payor of last resort provision of Part C of IDEA. Local Lead Agencies shall allow families to have access to any certified practitioner in the family's payor network and working in

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

the local system area, contracting or otherwise arranging for services with the selected provider if needed to allow for exchange of Part C funds.

- f. Develop and implement local mechanisms to meet the Part C assurances listed in Section 4.0 of this Contract, including review and revision as needed.
- g. Develop or review and revise, as needed, the list of locally-identified potential formal and informal resources and supports within the community and add, as necessary, formal resources and supports (e.g. third party payors, local participating agencies/providers, community organizations such as Head Start, the Home Visiting Consortium, etc.) to local early intervention systems in order to ensure that the payor of last resort provisions of Part C of IDEA are met and to increase service capacity.
- h. Adhere to the requirements of Virginia's Part C General Supervision and Monitoring System as follows:
 - (1) Respond to data requests from the DBHDS in a timely and accurate manner including, but not limited to, federal- and state-required data, including child data as captured on ITOTS; annual local record review data; data requested by the DBHDS to determine correction of local non-compliance; and other requested data captured via other methods as developed and implemented in Virginia to meet federal and state reporting requirements and in accordance with timelines established by the DBHDS (see list in Attachment D). The Local Lead Agency shall, with the advice and assistance of the LICC, meet the established timelines for responding to required data elements/reports.
 - (2) Specifically, the Local Lead Agency shall collaborate with the LICC, as needed, in determining a local process for:
 - (a) Entering child specific data, including all the required Individual Child Data Form data elements into the secure web-based system in accordance with instructions and guidance provided by the DBHDS (see the ITOTS web application or www.infantva.org);
 - (b) Entering child specific data for children with Medicaid or FAMIS, including the 12 digit Medicaid/FAMIS number, within 10 business days of the intake date.
 - (c) Entering updated primary service setting data into ITOTS by January 10, 2014, on the IFSP in effect on December 1, 2013, for each eligible child;
 - (d) Completing the annual local record review following the State protocol for record selection to collect federally-required data that is not available through ITOTS in accordance with the state-provided protocol and timelines; and
 - (e) Providing data requested by the DBHDS to verify the correction of local noncompliance.

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

- (3) Generate, on at least a quarterly basis the four (4) ITOTS reports specified in Attachment C. The Local Lead Agency shall review these reports and confirm the accuracy of the data by signature of the local Part C system manager. This quarterly confirmation of data accuracy shall be kept on file by the Local Lead Agency and shall be made available to the DBHDS upon request.
- (4) Submit and implement Improvement Plans as required by the DBHDS to address the following:
 - (a) Areas in which local non-compliance is identified to ensure that compliance is met as soon as possible but not to exceed one year from the notification to the local system of the identification of the non-compliance; and/or
 - (b) Areas in which local performance is below target to ensure improved performance as soon as possible but not to exceed two years from the notification to the local system of the low performance on Virginia's results indicators; and/or
 - (c) Areas identified through the quality management review process or other means as needing improvement.
- (5) Submit, when requested by the DBHDS, information needed to verify accuracy of the local Part C system's data.
- (6) Participate in an on-site visit when required by the DBHDS for one or more of the following purposes:
 - (a) Focused monitoring, based on the status of the local Part C system (which is administered by the Local Lead Agency) on Virginia's Monitoring Indicators;
 - (b) Quality Management Review (QMR) to ensure that the local Part C system (which is administered by the Local Lead Agency) adheres to the requirements established for implementation of the Medicaid Early Intervention Services Program as found in the Medicaid Early Intervention Services Manual at www.dmas.virginia.gov;
 - (c) Fiscal Management Verification to ensure that the Local Lead Agency has procedures that are reasonably designed to:
 1. ensure the timely obligation and use of IDEA funds at the local level; and
 2. ensure the use of IDEA funds at the local level are in accordance with the Section 4.0 Fiscal Assurances of this Contract.
 - (d) Ongoing Part C Monitoring Reviews to ensure the local Part C system assures service quality and efficiency for children and families as well as compliance with federal, state and local Part C requirements.

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

- (e) Data verification to confirm, through a sample of records, the accuracy of selected data submitted by the local Part C system through ITOTS and the annual local record review.
- (7) Meet the following requirements for all on-site visits.
 - (a) Facilitate, through the local Part C system manager, identification of the following for any on-site visit:
 - 1. A confidential working space for the DBHDS staff to conduct record reviews and interviews;
 - 2. An individual in the local Part C system to ensure records identified by DBHDS are available on site;
 - 3. An individual to coordinate interviews with personnel identified by DBHDS; and
 - 4. An individual from the Local Lead Agency's fiscal department/office, when requested by DBHDS, to: (1) analyze/discuss the Local Lead Agency's efforts to comply with the fiscal assurances outlined in Section 4.0 of this Contract, (2) maximize all potential resources, (3) determine if there are ways to improve cost-effectiveness, and (4) identify any short-term or long-term options and strategies available to address the financial issues.
 - (b) Respond to requests from DBHDS for additional or clarifying information to assist in the analysis of the data related to any on-site visits within agreed upon timelines.
- (8) After receipt of a final Quality Management Review Report, as
 - a. Make any billing adjustments identified on the final report;
 - b. Meet required technical assistance requirements specified in the final report; and
 - c. Develop an improvement plan in collaboration with DBHDS (if indicated) to ensure compliance with the Department of Medical Assistance Services requirements for Medicaid Early Intervention Services and IDEA fiscal assurances as outlined in the IDEA statutes and regulations.
- (9) Make available local Part C system financial data, including all revenue sources and expenditures for a financial audit and/or the Fiscal Management Verification, as determined necessary for DBHDS to make required assurances to the U.S. Department of Education Office of Special Education Programs. Individual Local System expenditure reports shall not be shared with the U.S. Department of Education; only aggregated information from all local systems shall be shared with OSEP.

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

- (10) Implement the System for Determination of Child Progress by completing child assessments at entry, annual IFSP and exit from the local Part C system to determine the child's status in relation to same age peers in the three indicator areas of positive social relationships, acquiring and using knowledge and skills, and taking appropriate action to meet needs and enter the required data into ITOTS.
 - (11) Participate in the implementation of the Family Survey process.
 - (12) Maintain copies of all interagency agreements and make those available for review by DBHDS when conducting on-site monitoring activities and as requested. Interagency agreements shall be current and signed by appropriate representatives from the Local Lead Agency and the agency/entity with which the agreement is developed.
- i. Notify the Part C Technical Assistance Consultant, and/or Monitoring Consultants, at the DBHDS, of, and work collaboratively to address, local barriers to meeting the following requirements:
- (1) Payor of last resort and local maintenance of effort provisions of Part C of IDEA;
 - (2) Provision of early intervention supports and services in accordance with federal Part C regulations and the Virginia Part C Policies and Procedures for the Implementation of Part C of the IDEA (including the inability to provide required supports and services as a result of provider shortages) and the *Infant & Toddler Connection of Virginia Practice Manual*;
 - (3) Development and implementation of local interagency agreements, memoranda of understanding, and/or contracts (including purchase of service arrangements);
 - (4) Personnel requirements; and
 - (5) General Supervision and Monitoring requirements including completion of annual local record reviews and timely reporting of required data or requested or required information.
- j. For those local lead agencies that are local community services boards, which are responsible for implementing and managing discharge plans for substance-abusing postpartum women and their infants pursuant to Va. Code § 32.1-127(B)(6), ensure that any child under the age of three who is identified as affected by illegal substance abuse or withdrawal symptoms resulting from prenatal drug exposure, be referred to Virginia's Part C early intervention system.

2.1.3. PERSONNEL

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

The Local Lead Agency, with the advice and assistance of the LICC, shall include terms in all local interagency agreements, contracts and/or memoranda of understanding requiring that all providers of early intervention services:

- (1) Meet the discipline-specific qualifications specified in Virginia's Part C regulations and the *Infant & Toddler Connection of Virginia Practice Manual*;
- (2) Are, with the exception of audiologists, physicians, and dietitians, certified by DBHDS as Early Intervention Professionals, Early Intervention Specialists, or Early Intervention Case Managers in accordance with 12VAC35-220. Practitioners must be certified for each role they serve in the local Part C system;
- (3) Develop a professional development plan and implement the plan in conjunction with a supervisor;
- (4) In accordance with recertification requirements in Virginia's Part C Regulations, complete 30 hours of continuing learning activities during the 3-year certification period with content that addresses one or more of the following and is applicable to early intervention:
 - (a) Evidence-based practices in early intervention services;
 - (b) Changes in federal or state law, regulations or practice requirements;
 - (c) Topics identified on the practitioner's professional development plan; and
 - (d) Training needed for new responsibilities.
- (5) All certified Early Intervention Case Managers shall complete service coordination training developed by the DBHDS within 12 months of initial certification. Prior to registering for Kaleidoscope Level 1, the Early Intervention Case Manager shall successfully complete the online training module *IFSP 101: Introduction to the Infant & Toddler Connection of Virginia's IFSP Development Process* and shall bring his or her certificate of completion to the K1 training in which he or she is enrolled.

2.1.4. SERVICE DELIVERY:

The Local Lead Agency, with the advice and assistance of the LICC, shall:

- a. Include terms in all local interagency agreements, contracts, and/or memoranda of understanding requiring that all local participating agencies and providers utilize consistent statewide forms (see www.infantva.org for forms). Agencies may utilize electronic capabilities to produce forms as long as the forms include the same wording in the same sequence as given

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

on the State form. Procedural Safeguards or service delivery forms include, but are not limited to, the following:

- (1) “Individualized Family Service Plan (IFSP)” Form (electronic);
- (2) “Individualized Family Service Plan (IFSP)” Form (hand);
- (3) “Confirmation of Individualized Family Service Plan (IFSP) Schedule” Form;
- (4) “Confirmation of Scheduled Meetings/Activities;
- (5) “Declining Early Intervention Services” Form;
- (6) “Eligibility Determination” Form;
- (7) “Family Cost Share-Agreement” Form;
- (8) “Family Cost Share-Appeal” Form;
- (9) Initial Early Intervention Service Coordination Plan Form;
- (10) “Parental Prior Notice” Form;
- (11) Notice and Consent for Assessment for Service Planning” Form;
- (12) “Notice and Consent to Determine Eligibility” Form;
- (13) “Notice of Child and Family Rights and Safeguards Including Facts About Family Cost Share”;
- (14) “Strengthening Partnerships: A Guide to Family Safeguards in the Infant & Toddler Connection of Virginia Part C Early Intervention System”; and
- (15) “Temporary Family Cost Share Agreement” Form.4b. Utilize and promote public awareness materials disseminated by the DBHDS to ensure a consistent statewide public awareness campaign.

- c. Ensure maintenance of an early intervention record for each child either at the local lead agency or at the local participating agency(ies) or provider(s) that provide service coordination, and make early intervention records available to the DBHDS upon request and at the location designated by the DBHDS.
- d. Implement the service delivery practices specified in the *Infant & Toddler Connection of Virginia Practice Manual*.

2.2 DBHDS shall:

- 2.2.1 Disperse state and federal Part C funds subject to the Local Lead Agency’s compliance with the provisions of this Contract.
- 2.2.2 Report annually to the public on the performance of the State and each Local Lead Agency on Virginia’s targets for each monitoring indicator identified in the State Performance Plan. This information shall be available through public means

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

including, but not limited to, posting on the Infant & Toddler Connection of Virginia web page (www.infantva.org).

- 2.2.3 Track receipt of all contract deliverables from the Local Lead Agency in order to determine compliance with contract requirements and for consideration of local system data timeliness for the purpose of annual determinations of Local Lead Agency's performance.
- 2.2.4 Make a determination of the Local Lead Agency's performance based on information provided through monitoring data, annual record reviews, monitoring visits and any other public information made available.
- 2.2.5 Implement enforcements/enforcement actions consistent with 34 C.F.R. § 303.700(a)(3) using appropriate enforcement mechanisms which include enforcement actions outlined in Virginia's System of Enforcement document which is found on the Infant & Toddler Connection website at www.infantva.org.
- 2.2.6 Provide advance notice in writing, when requesting additional information or data or in changing established timelines. The amount of advance notice may vary depending upon the circumstances of the request. Any requests for additional data or notification of changes in established timelines shall be provided in writing to the Local Lead Agency representative who signed the local Contract, with a copy to the local Part C system manager.
- 2.2.7 Disseminate consistent statewide public awareness campaign materials and strategies to the Local Lead Agency and provide guidance for implementation.
- 2.2.8 Make available on its website (www.infantva.org) copies of all forms that are required for use by local participating agencies and providers in providing Part C services, in addition to policy and practice documents and minutes from various meetings.
- 2.2.9 Provide written and verbal communication to the Local Lead Agency on a regular basis, identifying updated information on the DBHDS website (www.infantva.org) and other pertinent resources and information.
- 2.2.10 Provide technical assistance to the Local Lead Agency, the LICC and local participating agencies or providers.
- 2.2.11 Conduct random on-site or desk review Medicaid QMR to ensure compliance with the Medicaid requirements under the Medicaid Early Intervention Program as found in the Medicaid Manual at www.dmas.virginia.gov.
- 2.2.12 Process practitioner certification applications and monitor practitioners' certification as Early Intervention Professionals, Specialists, or Case Managers to ensure all certification requirements are met and maintained.
- 2.2.13 Conduct on-site data confirmation visits or desk reviews as appropriate, to confirm, through a sample of records, the accuracy of selected data submitted by the local Part C system through ITOTS and the annual local record review.

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

- 2.2.14 Conduct site visits with the Local Lead Agency, the LICC and local participating agencies or providers for the purposes of monitoring and for assistance in resolving issues through technical assistance.
- 2.2.15 Following completion of a desk review and/or on-site visit for the purpose of fiscal management verification, QMR, general Part C monitoring reviews or data verification:
- a. DBHDS shall provide a written report of the findings of an on-site visit or desk review to the Local Lead Agency within 30 days of the on-site visit. The findings report shall include identification of any infractions, request for additional information and/or documentation that was not provided during the site visit or desk review and areas of improvement that shall be addressed by the Local Lead Agency and/or the local participating agencies and providers.
 - b. Collaborate with the Local Lead Agency to mutually develop an improvement plan, if the findings report requires such a plan, to assist the Local Lead Agency and the local participating agencies and providers in meeting the areas of improvement identified in the findings report.
 - c. Provide training and technical assistance to the Local Lead Agency and participating agencies and/or providers on the purpose, scope and content of Virginia's Fiscal Management Verification, Quality Management Review, and General Part C Monitoring Review activities prior to conducting such a review.
- 2.2.16 Provide training or guidance to the Local Lead Agency, the LICC and local participating agencies or providers based on changes or modifications to the state level interagency agreement, Virginia Part C Policies and Procedures for the Implementation of Part C of the IDEA, the *Infant & Toddler Connection of Virginia Practice Manual*, and on other information as appropriate.
- 2.2.17 Acknowledge to the Local Lead Agency receipt of the notification of projected insufficient financial resources within 15 business days and identify steps and proposed timeframes for resolution.
- 2.2.18 Maintain interagency agreements with the participating state agencies which minimally include: the Departments of Health, of Education, of Medical Assistance Services, of Social Services, for the Deaf and Hard-of-Hearing, for the Blind and Vision Impaired; the Virginia Office for Protection and Advocacy; and the Bureau of Insurance with the State Corporation Commission.
- 2.2.19 Delineate between those data requests which are federally-required, state-required, requested by Virginia legislature and those which, though not required by federal or state authorities, are necessary for the purpose of making informed policy decisions.

3.0 DELIVERABLES

3.1 Local Lead Agency shall provide to the DBHDS the following:

- 3.1.1 Signed Contract, Identification Sheet, Part C Local Budget, and System Operations Narrative identified as Attachments A and B.
- 3.1.2 Child-specific data for all children in accordance with the Infant and Toddler Online Tracking System (ITOTS) data elements. This shall occur within 10 business days of the intake date or referral date; the inactive date, if applicable; the date the child becomes active, if applicable; and the child's exit date.
- 3.1.3 Medicaid or FAMIS information, including the 12-digit Medicaid number. This information shall be entered into ITOTS within 10 business days of the intake date or referral date. For children who do not have Medicaid or FAMIS at the time of referral, or whose Medicaid or FAMIS coverage ends and is restored, the Medicaid number must be entered into ITOTS within 60 calendar days of the date on which a determination is made by the Department of Social Services that the child will receive Medicaid or FAMIS coverage or previously cancelled coverage has been restored.
- 3.1.4 Verification in writing to the DBHDS confirming the accuracy of data submitted to include, but not limited to:
 - a. Quarterly ITOTS Active User Accounts Verification Form(s) – Completed and submitted *quarterly* (no later than July 10, 2013; October 10, 2013; January 10, 2014; and April 10, 2014.)
 - b. Annual ITOTS/December 1st Child Count Verification – Completed and submitted *once* (no later than January 10, 2014.)
 - c. Annual Primary Service Setting Verification – Completed and submitted *once* (no later than January 10, 2014.)
 - d. Annual Record Review Verification – Completed and submitted *once* (no later than February 28, 2014.)

3.1.5 Completed Part C expenditure reports with due dates as follows:

Mid-Year Report (07/01/13 thru 12/31/13) Due February 14, 2014

End-of-Year Report (07/01/13 thru 06/30/14) Due August 15, 2014

If an expenditure report is submitted later than 15 days following the due date, the DBHDS shall suspend payments to the Local Lead Agency until the report is received in accordance with this Contract. Funding shall be brought up to date on the next payment once the report is received and approved/verified for accuracy and completeness.

Federal Part C funds awarded during the SFY 2013 Local Part C Contract that are left unexpended at June 30, 2013 shall be obligated and expended during the period of July

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

01, 2013 through September 30, 2013. Any unspent SFY 2013 federal Part C funds after September 30, 2013 shall be reported on a Federal Balance Report (Attachment B – Federal Balance Report) and returned to the Office of Grants Management of the DBHDS as directed by the DBHDS Fiscal Office. The Federal Balance Report shall be due on the date listed below.

Federal Balance Report (07/01/13 thru 09/30/13) Due November 15, 2013

- 3.1.6 Revised local Part C system budgets, as necessary, in collaboration with the LICC and in accordance with the DBHDS requirements and procedures.
- 3.1.7 Unspent federal Part C funds at the end of the fiscal year according to timelines established by the Fiscal Office of the DBHDS.
- 3.1.8 Data necessary to meet the OSEP reporting requirements including, but not limited to, the following data:
 - a. Annual local record review data related to information that cannot be collected through ITOTS.

Data shall be collected through a sampling methodology and shall be due on February 28, 2014. The total number of children upon which the sampling rate is based shall be defined on the record review protocol and shall depend on the Part C requirement the review is addressing.
 - b. Updated primary service setting data by January 10, 2014, that reflects the IFSP in effect for each eligible child on December 01, 2013.
 - c. Data requested by the DBHDS to demonstrate the correction of local noncompliance for each child in which noncompliance was identified.
- 3.1.9 Any revisions to local procedures and practices.
- 3.1.10 Improvement Plans, as required by the DBHDS to address areas in which local non-compliance or performance below target is identified.
- 3.1.11 Written notification of budget shortfalls to the Part C Administrator as soon as identified.
- 3.1.12 List of names and addresses of families participating in the Infant & Toddler Connection for a specified time period for the Annual Family Survey by March 03, 2013.
- 3.2 DBHDS shall provide to the Local Lead Agency and local participating agencies and providers, the following:
 - 3.2.1 Statewide public awareness materials for use by the Local Lead Agency and local participating agencies and providers.
 - 3.2.2 State website (www.infantva.org) for local access to required forms, policy and technical assistance documents, public reports on State and local monitoring data and minutes from meetings.

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

- 3.2.3 Training and technical assistance to the Local Lead Agency, the LICC and local participating agencies and providers based upon state and local needs and issues.
- 3.2.4 State and Federal Part C funds in accordance with this Contract.
- 3.2.5 The annual local record review form and guidance materials by January 20, 2014.
- 3.2.6 A desk review or as needed, an on-site data verification visit, to confirm, through a sample of records, the accuracy of selected data submitted by the local Part C system through ITOTS and the annual local record review.
- 3.2.7 Training, written materials and technical assistance, as appropriate, related to Virginia's Fiscal Monitoring and Verification process.
- 3.2.8 Technical assistance, training and written materials as appropriate, for the random, on-site Medicaid QMR.
- 3.2.9 Notification of status to practitioners related to their certification as certified early intervention professionals, specialists, or case managers.
- 3.2.10 Written notification of any identified areas of noncompliance and the required timelines for correction as soon as possible but not to exceed one year from the date of notification to the local Part C system of the identification of the noncompliance.
- 3.2.11 Written acknowledgement to the Local Lead Agency, within 15 business days, of the receipt of notification from the local Part C system of insufficient financial resources. The acknowledgement shall include identified steps and proposed timeframes for resolution.

4.0 FISCAL ASSURANCES

- 4.1 The Local Lead Agency assures through the terms and conditions of interagency agreements, contracts, memoranda of understanding, and purchase orders, the following:
 - 4.1.1 Federal funds made available under Part C shall not be commingled with State funds.

State funds references federal, state, local and private funding sources other than federal Part C funds. This assurance shall be satisfied by the use of an accounting system that includes an "audit trail" of the expenditure of funds awarded under Part C. Separate bank accounts are not warranted.
 - 4.1.2 Every effort shall be made to maintain the level of local funds expended for Part C services in order to support the State's ability to meet the federal non-supplanting assurance. Federal funds made available under Part C shall be used to supplement and increase the level of State and local funds expended for infants and toddlers with disabilities and their families and in no case supplant such State and local funds appropriated or budgeted at the state and local level for Part C services.
 - 4.1.3 Fiscal control and fund accounting procedures shall be adopted as may be necessary to assure proper disbursement of, and accounting for, federal and state funds paid under Part C.

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

- 4.1.4 Every effort shall be made to routinely and regularly consider and access all available sources of funds prior to use of Part C funds. To meet the payor of last resort provision, the requirements on non-substitution of funds and non-reduction of other benefits shall be met.
- 4.1.5 Obtain prior approval from the Part C Administrator of DBHDS for the purchase of equipment using federal or state funds, costing \$5,000 or more.
- 4.1.6 Part C funds shall be used by the Local Lead Agency to plan, develop, and implement a local interagency system of early intervention services for Part C-eligible children and their families as defined in Virginia Part C Policies and Procedures for the Implementation of Part C of the IDEA and shall be expended in accordance with federal requirements, including requirements for the provision of direct services not provided or funded by other sources.
- 4.1.7 Local procedures and practices shall be implemented that provide access to culturally-competent services within the local Part C system for traditionally-underserved groups, including minority, low-income, homeless, and rural families.
- 4.1.8 All federal, state, and local policies and procedures for Part C implementation shall be implemented through local interagency agreements, contracts, and/or memoranda of understanding.
- 4.1.9 All local participating agencies/providers shall be informed of the assurances listed above and that the obligation to comply with these assurances shall be included in all contracts, agreements, and purchase orders with local Part C services providers.

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

5.0 GENERAL CONDITIONS:

5.1 **Applicable Laws and Courts:** This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Local Lead Agency shall comply with all federal, state and local laws, rules and regulations applicable to Part C participation.

5.2 **Anti-Discrimination:** The Local Lead Agency shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and *Virginia Code* § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Virginia Code* § 2.2-4343.1.E).

5.2.1 During the performance of this Contract, the Local Lead Agency agrees as follows:

- a. The Local Lead Agency shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Local Lead Agency. The Local Lead Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Local Lead Agency, in all solicitations or advertisements for employees, shall state that such Local Lead Agency is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

5.2.2 The Local Lead Agency shall include the provisions of 5.2.1 above in every contract for services or purchase order over \$10,000, so that the provisions shall be binding upon each contractor or vendor.

5.3 **Compliance:** The Local Lead Agency shall incorporate compliance with the following requirements into all contracts, interagency agreements, and memoranda of understanding for the implementation of Part C of IDEA: (*Links to many of these documents may be found on our website and can be accessed at: www.infantva.org*).

5.3.1 Public Law 105-17, Individuals with Disabilities Education Act (IDEA);

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

- 5.3.2 34 C.F.R. Part 303: Early Intervention Program for Infants and Toddlers with Disabilities;
- 5.3.3 Virginia Code § 2.2-5300 *et seq.*;
- 5.3.4 Submission, Assurances and Certifications; Part C Grant Application;
- 5.3.5 The Commonwealth of Virginia 2000 Policies and Procedures for the Implementation of Part C of the IDEA, any subsequent revisions, and local policies and procedures;
- 5.3.6 *The Infant & Toddler Connection of Virginia Practice Manual*;
- 5.3.7 State Board Policy 4037 (CSB) 91-2: Early Intervention Program for Infants and Toddlers with Disabilities and Their Families;
- 5.3.8 Memorandum of Agreement Among the Agencies Involved in the Implementation of Part C of the Individuals with Disabilities Education Act (IDEA), as amended, to Meet Full Implementation Requirements (September 1996) and local interagency agreements or memorandum of understanding; and
- 5.3.9 Applicable local interagency agreements, contracts, and memoranda of understanding.
- 5.3.10 Immigration Reform and Control Act of 1986: The Local Lead Agency certifies that they do not and shall not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 5.3.11 The Education Department General Administrative Regulations (EDGAR) including:
 - a. Part 76 (State Administered Programs), except for Sec. 76.103;
 - b. Part 77 (Definitions that Apply to Department Regulations);
 - c. Part 79 (Intergovernmental Review of Department of Education Programs and Activities);
 - d. Part 80 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments);
 - e. Part 81 (Grants and Cooperative Agreements under the General Education Provisions Act--Enforcement);
 - f. Part 82 (New Restrictions on Lobbying); and
 - g. Part 85 (Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Work Place (Grants)).
- 5.4 **Authorities:** Nothing in this Contract shall be construed as authority for any party to make commitments that will bind the other party beyond the scope of services contained herein.
- 5.5 **Ethics in Public Contracting:** The Local Lead Agency certifies that any contract entered into by the Local Lead Agency as a result of this agreement shall be made without collusion or fraud and that it will not offer or receive any kickbacks or inducements from

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

any other parties in connection with its contract and that it will not confer on any public employee having any official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- 5.6 **Performances:** All services provided by the Local Lead Agency pursuant to this Contract shall be performed in accordance with the terms of the Contract and with all applicable federal, state and local laws, ordinances, rules and regulations. The Local Lead Agency shall not receive payment for work found by the DBHDS to be in violation the terms of this Contract or of federal, state and local laws, ordinances, rules or regulations. Furthermore, the Local Lead Agency shall, through contract management, hold local public and private agencies to which Part C funds are provided accountable and withhold payment for services found to be in violation of the Contract with that provider. Should any disagreements arise under any portion of this Contract, both parties agree to attempt to resolve them through open discussion prior to issuing any notice of cancellation of a contract.
- 5.7 **Confidentiality:** The Local Lead Agency assures that information and data obtained as to personal facts and circumstances related to clients shall be held confidential, during and following the term of this agreement, and shall not be divulged, except as permitted by law, without written authorization of the individual or the individual's authorized representative and then only in strict accordance with Part C of IDEA confidentiality requirements and prevailing laws.
- 5.8 **Modification of Contract:** This Contract may be modified upon the mutual agreement of the DBHDS and the Local Lead Agency, including, but not limited to, the Scope of Work, budget, and compensation. Any and all modifications to the Contract shall be in writing and signed by both the Local Lead Agency and the DBHDS. This procedure does not include changes to original funding. The procedure applicable to changes to funds is under Section 5.0 "General Conditions," Section 5.17 "Changes to Funds."
- 5.9 **Termination of Contract:** Either the DBHDS or the Local Lead Agency may terminate this Contract at any time during the contract period, upon 90 days written notice via certified mail with return receipt. In the event that the Local Lead Agency wishes to terminate the Contract, the notice of cancellation shall be sent to the Commissioner of the DBHDS. In the event the DBHDS wishes to terminate the Contract, the notice of cancellation shall be sent to the person who signed the Contract on behalf of the Local Lead Agency, or his successor. The 90-day notice period shall commence on the date of receipt of the notice by the addressee as documented by the return receipt. In the event that this Contract is cancelled for any reason, the Local Lead Agency shall cooperate with the DBHDS to develop and implement a transition plan for Part C-eligible children and their families served under this Contract that will ensure continuity of services and supports to children and families. Child Find and all other local Part C system obligations shall continue during the 90-day cancellation time period. The Local Lead Agency shall ensure that current projects will be completed to the satisfaction of the DBHDS with financial compensation being provided for that work.

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

- 5.10 **Audit:** The Local Lead Agency shall retain all books, records, and other documents relative to this Contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The DBHDS, its authorized agents, and state and federal auditors shall have full access to and the right to examine any of said materials during said period.
- 5.11 **Availability of Funds:** It is understood and agreed between the parties that the DBHDS and the Local Lead Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- 5.12 **Assignment of Contract:** This Contract shall not be assignable by the Local Lead Agency in whole or in part without the written consent of the DBHDS. Request for Consent to Partial Assignment shall be made to the DBHDS in writing and sent via certified mail with return receipt to the following address:

The Virginia Part C Administrator
Infant & Toddler Connection of Virginia-9th Floor
Department of Behavioral Health and Developmental Services
1220 Bank Street
Richmond, Virginia 23219

- 5.13 **Prompt Payment:** The Local Lead Agency shall comply with the terms and conditions of Article 4, Titled “Prompt Payment” of the Virginia Public Procurement Act.
- 5.14 **Drug-Free Workplace:** During the performance of this Contract, the Local Lead Agency agrees to (i) provide a drug-free workplace for the Local Lead Agency’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Local Lead Agency’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Local Lead Agency that the Local Lead Agency maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every contract for services or purchase order of over \$10,000.00 so that the provisions will be binding upon each contractor or vendor.

For the purposes of this section “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- 5.15 **Precedence of Terms:** The terms and conditions of this Contract shall apply in all instances. In the event of a conflict between any of these terms and conditions and those of any other contracts, the terms and conditions of this Contract shall apply.

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

5.16 Renewal of Contract: This Contract may be renewed by the DBHDS upon written agreement of all parties for five (5) successive one year periods, under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration.

5.17 Changes to Funds: Upon request by the Local Lead Agency for changes in its original funding amounts, the DBHDS reserves the right to grant additional funds to the Local Lead Agency (if additional funds were requested by the Local Lead Agency). The DBHDS reserves the right to reduce the amount of funds previously allocated to the Local Lead Agency if a reduction is requested by the Local Lead Agency or by the DBHDS. The DBHDS shall notify the Local Lead Agency of the amount of funds added to its original funding amounts and what the additional funds may be used for, or the reduction to its original funding, by issuing a letter to the Local Lead Agency. This letter shall be made part of the Contract.

6.0 SUBMISSION REQUIREMENTS:

The Local Lead Agency shall submit to the DBHDS the following documents, incorporated as part of this Contract and in the supplemental Excel spreadsheets as Attachments A and B which are required for execution of this Contract:

6.1 Identification Sheet

6.2 Part C Funds Local System Budget and System Operations Narrative

6.3 The Local Lead Agency shall submit to the DBHDS the signed SFY 2014 Local Contract for Continuing Participation in Part C by June 14, 2013. The timely submission of this Contract is required for continuance of automatic allocations. The DBHDS shall suspend semi-monthly payments until the signed Contract is received.

7.0 PERIOD OF CONTRACT: This Contract commences upon final execution and expires on June 30, 2014, to include work beginning July 01, 2013.

8.0 COMPENSATION AND PAYMENT: The DBHDS shall pay the Local Lead Agency semi-monthly (a total of 24 payments). The timely submission of Expenditure Reports by the Local Lead Agency in accordance with Section 2.1.1.b (1) of this Contract is required for the continuance of automatic allocations. The DBHDS shall suspend any further semi-monthly payments until required reports are received in accordance with this Contract.

**State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

Federal Part C Funds: \$ 173,713
(FFY13 Infants and Toddlers with Disabilities CFDA#84.181)

State General Funds: \$ 299,220

TOTAL Part C Allocation SFY14: \$ 472,933

The Local Lead Agency shall use Federal Part C funds and State General funds for the implementation of the Part C early intervention system in accordance with all requirements and provisions in this Contract.

9.0 SUBMISSION STATEMENT

The Local Lead Agency agrees to carry out all services and functions outlined in this Contract in compliance with this Contract and all terms and conditions imposed herein, as well as all fiscal requirements of Part C of IDEA subject to the availability of adequate state and federal funds.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby:

By: _____

R. Randy Martin, City Manager, City of Franklin

Date: _____

Department of Behavioral Health and Developmental Services

By: _____

Donald Darr, DBHDS

Assistant Commissioner for Finance and Administration

Date: _____

**State Fiscal Year (SFY) 2014
COMMONWEALTH OF VIRGINIA
Contract # «ContractNumber»
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

ATTACHMENTS

ATTACHMENT A –Identification Sheet

**ATTACHMENT B – Budget, Revenue and Expenditure Reporting Forms, Federal
Balance Report**

ATTACHMENT C - Verification Forms

ATTACHMENT D – Anticipated Data/Information Required from Local Lead Agencies

**State Fiscal Year (SFY) 2014
COMMONWEALTH OF VIRGINIA
Contract # «ContractNumber»
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES**

**ATTACHMENT A
IDENTIFICATION SHEET**

City of Franklin

Name of Local Lead Agency

Dinah Babb

Contact Person for Local Lead Agency

700 Campbell Avenue, Franklin, VA 23851

Address

757-562-6806

Telephone number

757-562-2992

Fax number

jowen@childrenscenterva.com and tboyd@childrenscenterva.com

Email Address

Ms. Rosalind Cutchins

Name of Local Part C System Manager

Infant & Toddler Connection of Western Tidewater

Name of Local System

700 Campbell Avenue, Franklin, VA 23851

Address

757-562-6806

Telephone Number

757-562-2992

Fax Number

rcutchins@childrenscenterva.com

Email Address

State Fiscal Year (SFY) 2014 Contract # «ContractNumber» COMMONWEALTH OF VIRGINIA
LOCAL CONTRACT FOR CONTINUING PARTICIPATION IN PART C
EARLY INTERVENTION FOR INFANTS AND TODDLERS WITH DISABILITIES AND THEIR FAMILIES
ATTACHMENT B: Budget, Revenue and Expenditure Reporting Forms, Federal Balance Report

These embedded interagency budget and expenditure reporting forms and instructions for FFY 13-14 are included. Please open and “Save As” adding your system name to the name of the spreadsheet.



THERAPY PROVIDER SFY 2014 Fiscal Form
QTRLY RPT SFY 201 (Draft2).xlsx

ATTACHMENT C
Data Verification Procedures and Forms

Each Quarter

A. Complete *and submit* “Quarterly ITOTS Active Users Verification Form” along with a list of current, active ITOTS users no later than July 11, 2013; October 10 (On the form on the next page, the due date is given as October 8 – not sure which is correct), 2013; January 10, 2014; and April 10, 2014.

B. Using the first day of the quarter as the begin date and the last day of the quarter as the end date, generate from ITOTS the following four (4) reports (and perform the specified actions):

1. Children Active (See “OSEP Verification/Monitoring Reports”)

→ Confirm that all of the children on this list are or were active (i.e., had a current IFSP) during the specified quarter and that the report contains all active children in the local system.

2. Initial IFSP Dates Within the Time Period (See “OSEP Verification/Monitoring Reports”)

→ Confirm that all children who had an initial IFSP during the time period are on this list.

3. Children Discharged (See “OSEP Verification/Monitoring Reports”)

→ Confirm that all children who have been discharged during the time period were discharged in ITOTS.

4. Child Status- List (See “Child Specific Reports”)

→ Select the last day of the quarter for the report date

→ Select “export to Excel”

→ Sort the data by the last column (child_status_des)

→ Review the information in the last column and take the appropriate actions:

- Discharge children who are listed as “no longer age eligible”
- Confirm that any children who are listed as inactive are, in fact, still inactive AND that their IFSP has not expired.

- Enter missing data into ITOTS for children whose status indicates that data is missing.
- Review the list of children with the message “needs evaluation and IFSP developed by...” to determine if any of these children are no longer in early intervention (e.g., ineligible, declined services, lost to follow up, etc.) and update children’s status as appropriate.

C. Complete *and maintain on file*:

1. “Quarterly Data Verification Form”; and
2. The above-referenced four (4) ITOTS data reports:

Once Annually

A. Complete *and submit* no later than January 10, 2014, the following two (2) forms:

1. Annual Data Accuracy Verification Form – ITOTS Data and December 1st Child Count
2. Annual Data Accuracy Verification Form – Primary Service Setting

B. Complete *and submit* no later than February 28, 2014, the Annual Verification Form – Local Record Review Verification 2014.

Quarterly ITOTS Active Users Verification Form	April 2013 • May 2013 • June 2013	
	Infant & Toddler Connection of Western Tidewater	
	<p><i>By my signature on this form, I verify that all current ITOTS users in the aforementioned Local Part C System should be maintained as active users in ITOTS. This information has been verified for accuracy to the best of my ability.</i></p>	
	Signature	Date
Return this form with the active ITOTS users list to Keisha White no later than July 10, 2013.		
<small>Local Contract for Participation in Part C FFY13/SFY14 - # 720C-04363-13D-39</small>		

Quarterly ITOTS Active Users Verification Form	July 2013 • August 2013 • September 2013	
	Infant & Toddler Connection of Western Tidewater	
	<p><i>By my signature on this form, I verify that all current ITOTS users in the aforementioned Local Part C System should be maintained as active users in ITOTS. This information has been verified for accuracy to the best of my ability.</i></p>	
	Signature	Date
Return this form with the active ITOTS users list to Keisha White no later than October 10, 2013.		
<small>Local Contract for Participation in Part C FFY13/SFY14 - # 720C-04363-13D-39</small>		

Quarterly ITOTS Active Users Verification Form	October 2013 • November 2013 • December 2013	
	Infant & Toddler Connection of Western Tidewater	
	<p><i>By my signature on this form, I verify that all current ITOTS users in the aforementioned Local Part C System should be maintained as active users in ITOTS. This information has been verified for accuracy to the best of my ability.</i></p>	
	Signature	Date
Return this form with the active ITOTS users list to Keisha White no later than January 10, 2014.		
<small>Local Contract for Participation in Part C FFY13/SFY14 - # 720C-04363-13D-39</small>		

Quarterly ITOTS Active Users Verification Form	January 2014 • February 2014 • March 2014	
	Infant & Toddler Connection of Western Tidewater	
	<p><i>By my signature on this form, I verify that all current ITOTS users in the aforementioned Local Part C System should be maintained as active users in ITOTS. This information has been verified for accuracy to the best of my ability.</i></p>	
	Signature	Date
Return this form with the active ITOTS users list to Keisha White no later than April 10, 2014.		
<small>Local Contract for Participation in Part C FFY13/SFY14 - # 720C-04363-13D-39</small>		

Quarterly Data Verification Form	Q1 (July – September 2013)	
	Infant & Toddler Connection of Western Tidewater	
	Report	Date(s) Run
	1. Children Active	
	2. Initial IFSP Dates within the Time Period	
	3. Children Discharged	
	4. Child Status	
	<i>By my signature on this form, I certify that the above reports were run on the date(s) specified and that they have been verified for accuracy to the best of my ability. Copies of the reports are on file with this signed Quarterly Data Verification Form.</i>	
	<i>Signature</i>	<i>Date</i>
<i>Local Contract for Participation in Part C FFY13/SFY14 - # 720C-04363-13D-39</i>		

Quarterly Data Verification Form	Q2 (October – December 2013)	
	Infant & Toddler Connection of Western Tidewater	
	Report	Date(s) Run
	1. Children Active	
	2. Initial IFSP Dates within the Time Period	
	3. Children Discharged	
	4. Child Status	
	<i>By my signature on this form, I certify that the above reports were run on the date(s) specified and that they have been verified for accuracy to the best of my ability. Copies of the reports are on file with this signed Quarterly Data Verification Form.</i>	
	<i>Signature</i>	<i>Date</i>
<i>Local Contract for Participation in Part C FFY13/SFY14 - # 720C-04363-13D-39</i>		

Quarterly Data Verification Form	Q3 (January – March 2014)	
	Infant & Toddler Connection of Western Tidewater	
	Report	Date(s) Run
	1. Children Active	
	2. Initial IFSP Dates within the Time Period	
	3. Children Discharged	
	4. Child Status	
	<i>By my signature on this form, I certify that the above reports were run on the date(s) specified and that they have been verified for accuracy to the best of my ability. Copies of the reports are on file with this signed Quarterly Data Verification Form.</i>	
	<i>Signature</i>	<i>Date</i>
<i>Local Contract for Participation in Part C FFY13/SFY14 - # 720C-04363-13D-39</i>		

Quarterly Data Verification Form	Q4 (April – June 2014)	
	Infant & Toddler Connection of Western Tidewater	
	Report	Date(s) Run
	1. Children Active	
	2. Initial IFSP Dates within the Time Period	
	3. Children Discharged	
	4. Child Status	
	<i>By my signature on this form, I certify that the above reports were run on the date(s) specified and that they have been verified for accuracy to the best of my ability. Copies of the reports are on file with this signed Quarterly Data Verification Form.</i>	
	<i>Signature</i>	<i>Date</i>
<i>Local Contract for Participation in Part C FFY13/SFY14 - # 720C-04363-13D-39</i>		

Annual Data Accuracy Verification Form	ITOTS Data and December 1st Child Count	
	Infant & Toddler Connection of Western Tidewater	
	<p><i>By my signature on this form, I certify that to the best of my ability the child count for December 1, 2013, is accurate. Specifically, all children that were closed to the system prior to December 1, 2013, have had their transition destinations entered. All children with an IFSP date prior to December 1, 2013, have been entered.</i></p>	
	Signature	Date
Return this form with the active ITOTS users list to Keisha White no later than January 10, 2014.		
<i>Local Contract for Participation in Part C FFY13/SFY14 - # 720C-04363-13D-39</i>		

Annual Data Accuracy Verification Form	Primary Service Setting	
	Infant & Toddler Connection of Western Tidewater	
	<p style="text-align: center;">Verification of primary service setting for children with an active IFSP on 12/01/13</p> <p style="text-align: center;">Primary Service Setting data updated on: _____</p> <p><i>By my signature on this form, I certify that the local system's primary service setting data was updated in the new ITOTS report to reflect the primary service setting for each child based on the IFSP that was in effect on December 1, 2013. This data has been verified and is deemed accurate to the best of my ability.</i></p>	
	Signature	Date
Return this form with the active ITOTS users list to Keisha White no later than January 10, 2014.		
<i>Local Contract for Participation in Part C FFY13/SFY14 - # 720C-04363-13D-39</i>		

Annual Verification Form	Local Record Review 2014	
	Infant & Toddler Connection of Western Tidewater	
	Date Sent to State Office:	
	Name(s) of Reviewer(s):	
	<p>Verification Statement</p> <p><i>By my signature on this form, I certify that the information above indicates that I have completed the 2014 Annual Local Record Review in accordance with the instructions provided and I have verified the accuracy of the data. In addition to submitting the above information to the Part C Office, I will keep a copy on file of the submitted forms, any documentation which supports the answers and this verification form.</i></p>	
<i>Signature</i>	<i>Date</i>	
Return this form with the active ITOTS users list to Keisha White no later than February 28, 2014.		
<i>Local Contract for Participation in Part C FFY13/SFY14 - # 720C-04363-13D-39</i>		

ATTACHMENT D

Anticipated Data/Information Required from Local Lead Agencies

During SFY 14

The following table provides a list of data and information required from Local Lead Agencies during SFY 14, as well as the purpose for collecting this data and the ways the data may be used. While every effort has been made to plan ahead in identifying data requirements of Local Lead Agencies, there are almost always data needs that arise during the course of a year that were not originally anticipated. When that happens, Department Of Behavioral Health and Developmental Services will provide advance notice in requesting the additional information or data, as indicated in 2.2.6 of this Contract.

Unless otherwise noted in the Contract or on the form, the information listed below must be submitted to:

Keisha White

Part C Early Intervention Office

Department of Behavioral Health and Developmental Services

P. O. Box 1797

Richmond, VA 23218-1797

Fax: (804) 371-7959.

Data/ Information Requirement	Due Date	Submit To	Purpose for Collecting this Data	How This Data will be Used
Primary Service Setting Data	01/10/14	Keisha White	To document the primary service settings for all children in Part C as of December 01, 2013 as required for reporting to OSEP.	This data is required by the Office of Special Education Programs based on all children receiving services in the Part C system as of December 01, 2013.

Data/ Information Requirement	Due Date	Submit To	Purpose for Collecting this Data	How This Data will be Used
<p>Part C Expenditure Reports</p> <p>Mid-Year Report</p> <p>End-of-Year Report</p> <p>Federal Balance Report for 07/01/13 thru 09/30/13</p>	<p>February 14, 2014</p> <p>August 15, 2014</p> <p>November 15, 2013</p>	<p>Sharon Becker</p>	<p>To document expenditures of Part C funds during the contract year in accordance with federal requirements.</p>	<p>This data is used by Department Of Behavioral Health and Developmental Services to monitor use of funds at the local level, to document trends in use of funding statewide.</p>
<p>Child specific data that meet Individual Child Data Form elements (to be entered into the secure web-based data system).</p>	<p>Must be entered within 10 business days of the Eligibility Determination date and within 10 business days of the discharge/transition from the local system. Data should be checked for needed updates and confirmed by:</p> <p>7/10/13</p> <p>10/10/13</p> <p>1/10/14</p> <p>4/10/14</p> <p>For children with Medicaid or FAMIS, Medicaid/FAMIS must be selected in the third party coverage tab and the 12 digit Medicaid/FAMIS number entered within 10 business</p>	<p>Enter information in ITOTS.</p>	<p>To meet federal reporting requirements related to child count and other child-specific data.</p> <p>To allow enrollment and discharge from the Medicaid Early Intervention Data System.</p>	<p>Child count and other required child-specific data must be submitted to OSEP annually. This data will also assist with state and local planning, accountability, compliance and systems improvement.</p> <p>The Medicaid Early Intervention Benefit will be added in the Medicaid Data System (VAMMIS) for children who are eligible for Early Intervention and who have Medicaid/FAMIS coverage. The EI benefit will be ended in VAMMIS (by</p>

Data/ Information Requirement	Due Date	Submit To	Purpose for Collecting this Data	How This Data will be Used
	days of the date eligibility was determined.			DBHDS staff) when the child is discharged from the local system.
Generate, on at least a quarterly basis, the <i>Children Active, Children Discharged and Initial IFSP Dates within the Time Period</i> reports through ITOTS.	7/10/13 10/10/13 1/10/14 4/10/14 A grace period of 10 days following the due date is allowed for all except the January 10, 2014, deadline	Keisha White	To meet the federal reporting requirements related to child count and child-specific data and to meet the federal requirement for verification of accuracy.	The Local Lead Agency reviews these reports and confirms the accuracy of the data by signature of the local system manager. This quarterly confirmation of accuracy is kept on file by the Local Lead Agency and is made available to the Department Of Behavioral Health and Developmental Services upon request.
Quarterly, the ITOTS" Active User Accounts" verification report to verify that all users should be maintained as active users in ITOTS to the State Lead Agency and signed by the local system manager.	7/10/13 10/10/13 1/10/14 4/10/14	Keisha White	To meet the FERPA requirements related to confidentiality of information for Part C children and families.	To ensure that confidentiality for Part C children and their families is maintained by verifying that only those individuals who are authorized users have access to ITOTS

Data/ Information Requirement	Due Date	Submit To	Purpose for Collecting this Data	How This Data will be Used
Annually, the Local Lead Agency provides written verification (signed by the local system manager) to the State Lead Agency of the data accuracy based on the quarterly review of ITOTS reports.	01/10/14	Keisha White	To meet the federal reporting requirements related to child count and child-specific data and to meet the federal requirement for verification of accuracy.	Child count and other required child-specific data must be submitted to OSEP annually. This data will also assist with state and local planning, accountability, compliance and systems improvement.
Revised local policies and procedures.	Any time substantive changes are made to the local policies and procedures and prior to implementation of those changes.	Part C Monitors and Technical Assistance Consultants	Compliance with federal and state regulations governing Part C.	Compliance and accountability at the local level for the provision of early intervention services.

Data/ Information Requirement	Due Date	Submit To	Purpose for Collecting this Data	How This Data will be Used
Annual Local Record Review	02/28/14	Keisha White	A component of the state monitoring and supervision system and a requirement of the State Performance Plan as required by OSEP that samples records and looks at the following data: determining whether supports and services listed on the IFSP begin in a timely manner following IFSP development; transition.	Reporting to OSEP on the progress of the Infant & Toddler of Virginia as outlined in the State Performance Plan and monitoring and supervision by the state lead agency to ensure compliance with the federal and state Part C requirements.
Family Survey Contact Information	03/03/2014	SFTP Server	A professional survey which is nationally validated and administered to families.	For the purpose of collecting Family Outcomes Data as required by the Office of Special Education Programs (OSEP) for the State Performance Plan as well as for improvement planning and monitoring.



June 5, 2013

TO: Randy Martin
City Manager

FROM: Taylor Williams, IV
City Attorney

RE: **Approval of a Donation Agreement between Hampton Roads Planning District Commission and the City of Franklin**

At the June 10, 2013 City Council Meeting, Council will need to approve a Donation Agreement between Hampton Roads Planning District Commission and the City of Franklin.

The City will need to need to approve this agreement in order to receive as a gift from HRPDC a Shelter Support Unit and associated supplies necessary to operate the SSU in mass casualty events and disasters.

Shelter Support Unit Donation Agreement

This Donation Agreement is made and entered into this ____ day of _____, 2013, by and between the Hampton Roads Planning District Commission at 723 Woodlake Drive, Chesapeake, Virginia 23320 (“HRPDC”) and the City of Franklin, Virginia, a municipal corporation having its address at 207 West 2nd Avenue, Franklin, VA 23851 (“Donee”).

The HRPDC has purchased the Shelter Support Unit (SSU) on behalf of Hampton Roads jurisdictions to support the functional and medical needs of individuals in shelters during mass casualty events or disasters using funds from Department of Homeland Security Urban Areas Securities Initiatives (UASI) and Metropolitan Medical Response System (MMRS) grants and funds collected from the HRPDC jurisdictions for MMRS sustainment, and agrees to transfer ownership of the SSU listed in Schedule 1 (Contents of Shelter Support Unit) to Donee at no cost under the following conditions:

1. Donee agrees to use the SSU to augment its sheltering capability for individuals with functional and medical needs during mass casualty events or disasters and agrees to honor mutual aid requests from other Hampton Roads jurisdictions for the SSU (when available) during mass casualty events or disasters that exceed the resources of the requesting party.
2. Donee agrees to provide proper storage, including temperature control and power connection, maintenance in accordance with generally accepted preventive maintenance schedules, and repair to maintain operational condition of the SSU. Donee agrees to provide liability and/or property/collision insurance, current licenses, registration, and inspections on the SSU. Donee agrees to notify the Deputy Executive Director of the HRPDC within 30 days if the SSU or any of its contents is damaged and requires repairs that Donee is unable to provide or repairs that Donee deem too costly to provide. Donee will have no obligations for replacement of the SSU or its contents in excess of covered losses from insurance claims.
3. HRPDC, through the Hampton Roads Metropolitan Medical Response System (HRMMRS), agrees to replace items used during training or that have expired or deteriorated, provided HRMMRS grant and sustainment funds are available. HRPDC shall have no other obligations for the repair and/or maintenance of the SSU.
4. Donee agrees to take possession of the SSU on an “as is” basis, without any representation or warranties, express or implied, including warranties of quality, performance or fitness for a particular purpose. Under no circumstances will the HRPDC be liable to Donee or any other party for any direct, indirect, incidental, special or consequential damages arising out of or related to this Agreement or the SSU.

5. Donee will receive all rights, titles and interest in the SSU. This transaction does not constitute a sale of the SSU. Donee agrees it will retain possession of the SSU and will notify the HRPDC of disposal or transfer of ownership of SSU during its useful life.
6. Donee will provide access to the SSU by any HRMMRS employee for the purposes of periodic inspection, inventory and replacement of expired or deteriorated supplies.
7. This Agreement is the entire agreement between the parties with respect to the SSU and replaces any prior oral or written communications between the parties. This Agreement may only be modified by a written document executed by the parties hereto.
8. This Agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

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

**Hampton Roads Planning District
Commission**

Donee:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

040511; Approved HRPDC 051911

Schedule 1

Contents of Shelter Support Unit

Value: Trailer \$20,000
 Contents \$105,000
Total: \$125,000

<u>Item</u>	<u>Description</u>	<u>Unit of Issue</u>	<u>Total Units</u>
Admit form packet	*Extended End-Tab File Folders *8 Tab Chart Divider Set	set	75
Pens	Paper Mate Ballpoint Stick Pens *1.0mm medium point for strong sure strokes *High-quality Lubriglide ink for a smoother flow *Nonrefillable	box of 12	10
Indelible Markers	Avery Carter Permanent Marker, Click-seal cap extends marker life *Fade-resistant for long-lasting bold color *Chisel tip for line-size flexibility *Black *Certified AP nontoxic *Smudge-resistant ink	box of 12	10
Clipboards	OIC Hardboard Clipboards, Letter Size, 9" X 12 1/2", Brown	Pack of	50
Portable File Boxes	*Bankers Box Quick Store, 10 1/4" H X 12" W X 15 1/4" D *Letter/Legal size	Pack of	5
Dry Erase Board	<u>16 X 24 dry erase w/easel stands</u>	1	5
Dry erase markers	Pack of 16 colored	1 set	5
EM2164 FRS Radios	*MicroTalk FRS/GMRS 2 Way Radio two pack with up to 6 mile range *UHF/FM *6mile range *22 Channels *38 Privacy Codes *Battery Saver Circuitry *Scan feature *Key Lock *5 Call Tones *Roger beep Tone (selectable) *Auto Squelch *Maximum Range Exten	set of two	5
EM2005 Megaphone	25W of power with a 115 db siren *900 ft of clear, crisp voice projection *Whistle, Yelp, Wail and Hi-Lo sounds *Revolver switch for selecting sounds *Comfortable pistol grip with press-to-talk switch *Feedback suppressing circuitry *Includes shoul	each	2
Band, Patient ID	Vinyl Snap ID Band	250/box	1
Bracelet, Pediatric	Vinyl Snap ID Band	250/box	1
Clips, paper, jumbo		box	10
Hi-Lighter, 4 color set		set	10
Notepads, White, 100 pages		12 pack	10
Protectors, sheet, non-glare		50 pack	5
Scissors		each	10

EM362 Visual Communications Board		each	10
Staple Remover		3 pack	5
Stapler		each	5
Staples		2,500	5
Tape dispenser, w/6 rolls of tape		10 pack	5
Alcohol pads (multiple widespread use)	Topical Antiseptic/Anti infective Saturated w/70% isopropyl alcohol, gamma sterilized to meet AAMA/ANSI/ISO 11137 Standards - Non woven pad, 1-3/4" x 3-1/4" - Large	100/Box	10
Intermittent IV access device (lock)	Intermittent Injection site w/male luer connector	12/box	5
IV catheters, 18g w/protectocath guard	Push off plate on the hub, transparent iso standard color coded hubs embossed with catheter size, locking bevel indicator, sharp needle bevel, rounded catheter tip, safety clip automatically engaged when the needle bevel exits, allows pre-attachment of a	50/box	1
IV catheters, 20g w/protectocath guard	see above	50/box	1
IV catheters, 22g w/protectocath guard	see above	50/box	1
IV Fluid Bags, NS, 1000CS	.9% Sodium Chloride 1000 ML	12/case	5
IV start kits	Includes 1 Tegaderm IV Dressing (6cmx7cm), 1 ea impermeable drape, 2 2"x2" gauze sponges, 2 ea alcohol wipes, 1 ea PVP-iodine prep, 1 ea latex free tourniquet, 1 ea transpore tape 36", 1 ea ID label - Latex Free	50/box	1
IV arm boards	Disposable Padded Armboards, comfortable foam padding, dielectrically sealed to prevent bacterial /fluid infiltration 2x6	100/box	1
Pediatric IV arm boards		25/box	1
IV tubing with Buretrol drip set for peds	83", 10 drop. Non-vented spike with drip chamber, roller clamp, AMSafe needleless injection site, and rotating male luer lock.	50/case	1
IV tubing with standard macrodrip set for adults	83", 60 drop.	50/case	1
Needles, Butterfly, 23g		50/box	1
Needles, Butterfly, 25g		50/box	1
Needles, sterile, 18g	18g X 1"	100/box	2
Needles, sterile, 21g	21 g X 1"	100/box	2
Needles, sterile, 25g	25g X 1"	100/box	2
Saline for injection	Saline for injection (0.9% NS pre-filled syringe)	24/box	5
Cold pack	4" x 6"	24/case	5

Chux protective pads	Disposable Protective Pad	50/box	10
Emesis Basins	Plastic emesis basin is designed for easy handling *9" length and 500 cc capacity with graduated cubic centimeter markings	single	50
Foley Catheters - 16F Kits (includes drainage bag)	16 Fr. 5 cc with urinary drainage bag	10/case	5
Gloves, non-sterile, extra-large (non-latex)	nitrile powder-free exam gloves, standard blue - large	100/box	10
Gloves, non-sterile, large (non-latex)	nitrile powder-free exam gloves, standard blue - large	100/box	10
Gloves, non-sterile, medium (non-latex)	nitrile powder-free exam gloves, standard blue - medium	100/box	10
Gloves, non-sterile, small (non-latex)	nitrile powder-free exam gloves, standard blue - small	100/box	10
Gauze pads, non-sterile, 4" X4" tube roll	sponge, gauze, non-sterile, 4"x4", 12 ply	200/Pack	10
Gauze roll, 3" non-sterile	bandage, conforming, stretch, non-sterile 3"x4.1yd	96/case	5
Hand cleaner, waterless alcohol-based; 4 oz bottle	Instant hand sanitizing lotion	24/case	5
Medicine cups, 30ml, plastic	pliable, unbreakable, & easy to read	100/pac	5
Nasogastric tubes - 16F	suction nasal gastric tube, 16 french	50/case	1
EM7117 OB Kits	*Everything necessary for an emergency birth *all items are disposable *Kit includes: 1 non-latex exam gloves/pair, sterile; 1 disposable scalpel, sterile; 1 plastic lined underpad; 4 gauze sponge, sterile; 2 umbilical clamps, sterile; 1 plastic placen	1	5
Povidone-iodine bottles, 16 oz	Povidone-Iodine Kills Fungi, Nonstinging	single	5
Sharps disposal containers - 1.7 quart	1.7 quart Latex Free	single	10
EM1028 Military Style Oversized Cot	82"L x 32"W x 18" H 350 lbs	Single	75
EM991 Surge Bed	21"H X 33"W X 83"L patient cot; 5 position headrest adjustments and detachable IV pole; 2 Trendelenburg adjustments; 2" eggcrate mattress padding, flame retardant; 500 lb. weight capacity	single	50
EM999 Surge Bed Cart (10 beds each)	Rolling carts hold up to 10 beds per rack; 3" casters swivel in front for easy maneuvering; 37.25"W X 43.5"L X 75"H Height dimension is critical for transport and maneuverability through doorways and trailers)	single	5
EM371-e Disposable Linen Sets for Surge Beds	Fitted Sheet, patient privacy flat sheet, pillow, pillow case, and quilted blanket	sets	250
Privacy Screens (L64" x W30" x 6ft Tall) 3 panel on casters flame-retardant	L 64" X W 30 x 6 feet Tall	each	6
Syringes, 12cc, luer lock	Clear Syringe Barrel; Bold, precise scale markings; peel-pack plastic blister package, tamper evident for assurance of sterility #3, 12cc	100/box	5

Syringes, 3cc, luer lock, w/21g 1.5" needle	Ground and honed with a unique double-bevel design to provide a comfortable injection. Think wall and Ultra-thin wall needles provide more comfort with an increased flow rate.	100/box	5
Syringes, catheter tip 60cc	60cc clear syringe barrel; bold, precise scale markings; does not include needle	25/box	2
Syringes, insulin	Ground and honed with a unique double-bevel design to provide a comfortable injection. Think wall and Ultra-thin wall needles provide more comfort with an increased flow rate.	100/box	1
Syringes, TB	Ground and honed with a unique double-bevel design to provide a comfortable injection. Think wall and Ultra-thin wall needles provide more comfort with an increased flow rate.	100/box	1
Tape, silk - 1 inch	A "Silk-like" tape with a hypo-allergenic adhesive with high strength and adhesion. An excellent, general-purpose tape that is easy and economical to use; tears in two directions for convenient ease use; breathable to allow skin to function normally	12 rolls/box	10
Tape, silk - 2 inch	A "Silk-like" tape with a hypo-allergenic adhesive with high strength and adhesion. An excellent, general-purpose tape that is easy and economical to use; tears in two directions for convenient ease use; breathable to allow skin to function normally	6/box	10
Urinals	Translucent white plastic urinal has handle designed for easy holding or bedside hanging. Attached lid helps prevent spilling, reduces odors measures to 32oz (960ml)	single	50
Carts: supply, iv and meds, crash	5-Drawer red key lock cart with handle	1	2
Carts: medical supplies	5-Drawer red key lock cart with handle	1	2
Suction unit	Impact Suction Unit	single	2
Adult BP Cuff		single	5
Large Adult BP Cuff		single	5
Pediatric BP Cuff		single	5
Bag, AMBU Infant	Spur II Resuscitator	each	5
Bag, AMBU Child	Spur II Resuscitator	each	5
Bag, AMBU Adult	Spur II Resuscitator	each	5
Tape, Coban, 1"	3M Coban Tape	30 box	5
Tape, Coban, 4"	3M Coban Tape	18 box	5
Pack, Warm	5x7 hot compress	24 box	5
ABD bandage pads, sterile; 8" x 10"	8" x 10"	24 pks	5
BandAids	1" x 3" sheer strips	100/box	2
Multi-trauma dressing	12" x 30", sterile	50/case	1

Vaseline dressing 3" x 9"	Gauze occlusive 3" x 9"	12/pack	5
Triangular bandage with pins	individually packaged with two safety pins for easy use, constructed of muslin, 36: x 36" x 51"	12/box	5
Instant glucose	unit dose tube, 15 gm	single	10
Board splint 24" cardboard padded	splint cardboard with foam 24"	single	25
EM62 Mesh stretcher	*Lightweight foldable stretcher *Holds up to 500 lbs. *Two integral velcro patient straps *Carrying case	single	2
EM5461 SureVent disposable ventilator	*Disposable *FIO2 Delivery 100% *Flowrate required 15-40 LPM *Recommended patient's body weight: greater than 40kg (adults) *Ventilatory frequency: 8 to 20 BPM *Adjustable peak pressure range: 20 to 50 cm H2O *PEEP 1/10th of peak pressure: 2 to	10/case	2
EM8165 AED	AED, 1-Adult Pad-Pak, and 1 Pediatric Pad-Pak (Pak includes one-time use battery and electrodes)	single	2
Battery Pack with Defibrillation Pads	Standard Battery Pack with 9V lithium	pair	2
EM34 5-Patient trauma kits	Each kit includes: *1 nylon case *10-5"X9" surgipads *1 mouth barrier device *1-3" ace bandage *2-thermal blankets *1-biowaste bag *5-triple antibiotic ointment *2-mask/eye shield * 1-Vaseline dressing *1-4 oz. eye wash *20-4" X 4" gauze pads *10 - 1" X 3	each	5
Suture Kit	ER Laceration Tray with instruments	16 case	2
Litter Stand	Pre Hospital Litter Stand	each	4
folding table 2 x 4		1	6
Chairs	*Chairs: Heavy-duty 7/8" tubular steel frame is strong yet lightweight *Two leg braces for maximum strength and durability *Generous 15 3/4" and 15 3/4" seat with deluxe 1 1/2" cushioned seat *Durable touch texture finish *Non-marring leg tips *10 Ye	1	12
Water cooler electric	Tabletop water cooler uses 2-, 3- or 5-gallon bottles (not included) and features a in cup dispenser and removable drip tray; Silent thermoelectric technology; convenient drain plugs for hot and cold reservoirs; child safety guard; 15-1/4Hx12-3/4L"	each	2
1200 Watt Microwave oven	2.0 cubic feet countertop unit	each	2
Refrigerator	2.8 Cubic feet compact refrigerator	each	2
Paper towels (C-Fold) packaged in a box	White c-fold paper towels	2400/cs	1
Trash can w/pop lids (biologic), large; disposable	36qt step on wastebasket -white; easy to use step on lid opener	each	5
Trash liners, red plastic (large)	Manufactured from high density polyethylene (1.5 mil thick) for sterilization at +250 F (+121 C) and incineration; bags are bright red with biohazard symbol; includes sterilization indicator patch	each	50

Push broom	*24" wide push broom with natural, palmyra fibers *Durable 60" steel handle *5 year warranty	each	1
Dust pan and brush	*Interlocking brush and dust pan *Split-tip fibers on brush *8" wide dust pan of all-plastic construction won't rust or crack *Convenient hang hole	each	2
Mop with bucket	*31 quart mop bucket & wringer *Use with up to 32 oz mops *12 oz Cotton Deck mop	each	1
Hospital disinfectant spray bottle	*32 oz Spray bottle	each	5
Fluid spill kit	OSHA, CDC and state recommended items for this kit including biohazard bag, antimicrobial hand wipe, sani-cloth germicidal towelette, packet of RED Z Fluid Control Solidifier, 1 combo scoop/scrapper, 1 pair latex gloves	each	25
Wet/dry vacuum	5 Gallon, 5.5HP (Peak) Heavy Duty Portable Wet/Dry	single	1
Bag, Infectious waste	33 gallon bag	250 box	2
Caviwipes	Boxed Caviwipes	160 box	10
Bungy cords	Task Force	2 pack	10
Cable ties	GB Electrical	100	5
Rope, nylon	100'	each	10
Tape, Duct (multi-colored)	2" 3M	each	15
Tape, Electrical (multi-colored)	Scotch 3/4"	each	25
Tool kit	EMS Customer Kit	each	1
Basins, bath	plastic, 6 quart	single	50
Bedpans - regular	plastic bed pan saddle shape and high rolled front is designed for patient comfort	single	50
Morgue Kits	body bag with toe tag, clear liner & RF sealed	1	10
Restraints, Extremity, soft adult	Extremely Strong. Soft foam velcro closures.	pair	10
Sanitary pads (OB pads)		12/box	5
Washcloths, disposable	Disposable and highly absorbent washcloths	single	1,500
Bath towel, Disposable	Disposable bath towel	10/box	10
Hospital disinfectant 1 gallon		each	5
Contact Lens Solution	Alcon Lens Solution 4oz	each	25
Battery alkaline - AA	8 pack batteries	pack	5
Battery alkaline - AAA	16 pack batteries	pack	5
Battery alkaline - C	12 pack batteries	pack	5
Battery alkaline - D	12 pack batteries	pack	5

Flashlight	Task Force Industrial	each	25
Power Cord - 50 ft	Woods 13 AMP	each	5
Power Cord - 100 ft	Woods 14-3	each	5
Power Outlet Box 4-outlet	Tasco	each	10
24' Trailer as specified by Tidewater EMS	Provide separate trailer spreadsheet. Unit will house 5, 10-bed rolling storage carts for a total of 50 beds per trailer wwith remaining products stored in racking system.	1	1
Step plate/tread plate	Stair filler	1	1
decal package	24 ft trailer decal package	each	1
EM391 Custom Bin Racking system	Rack System with recessed clear bins, labeld, color coded and custom labeled and installed in 24 ft. trailer on both sides.	single	2
Bathing supply, prepackaged	Premium pre-moistened needle punch cleansing and bathing washcloths with aloe; Hypoallergenic, alcohol free, latex free; soft to the skin, accordion folded for easy dispensing; mild scent	single	250
Facial Tissue, individual patient box	facial tissue, 50 sheets/box	single	50
Insect Repellant	10 hour insect repellant 2oz	each	50
SunBlock SPF 30	SunX sunscreen 4 oz	10	10
Toothbrush	Soft tuff toothbrush	144	5
Toothpaste	1.5 oz toothpast	12 pack	60
Gown, patient	Apex™ economical lighter weight TPT gown, reversible, front/back opening; 30" x 42"	50/Box	2
Gown, patient	Apex™ economical lighter weight TPT gown, reversible, front/back opening; 32" x 42"	50/Box	2
Lubricant, water soluble	personal lubricant	1	25
Scissors, stethoscope, pen light belt pack	Emergency response holster to hold a dual head stethoscope, EMS Deluxe shears, 5 1/2" bandage scissors, 5 1/2" straight Kelly forceps, 4 1/2" straight iris scissors, 4 1/2" splinter forceps and a disposable pen light	single	10
Glucometer	fast, easy calibration; 10 seconds for results	single	5
Glucometer test strips	Ergonomical design; capillary action quickly wicks the sample into the test chamber; small sample size of only 3ul	50/vial	5
Probe covers for thermometers	Probe covers	20/box	0
Single use shielded lancets	Puncture device is shielded prior to and after use; available in six sizes; built-in needle depth control; proprietary spring action provides quick, gentle puncture	200/box	2

Otoscope/ophthalmoscope set	*Pocket Otoscope *2.5v halogen light *Fiberoptics *Wide angle, removable 2.5x viewing lens *Sealed system with included insufflator *ear specula in 2.5mm and 4.0mm sizes *Pocket clip with integral on/off slide switch *5 each 2.5mm and 4.0mm specula	set	2
Pocket Doppler		single	2
EM450 Patient transport device	1000 Denier Nylon w/8 Carrying handles, 4 continuous 2" webbing strap, ends tapered and cupped to fit patients feet and head 500 lb capacity, carries patient in sitting or lying position, weighs 3 lbs	single	5
Backboard, plastic	*Length: 71" *Width: 15.75" *Depth: 1.85" *Weight: 15.25 lbs. *Capacity: 500 lbs. *Material: High-density polymer	each	2
Oxygen distribution system with outlets	System to include a regulator, ~100 ft oxygen hose, individual regulators or flowmeters every 10 feet to supply oxygen at a minimum of 6 lpm for nasal cannula, 15 lpm for non-rebreather and CPAP, and 25 lpm for disposable ventilators (SureVent)	1	2
Oxygen cylinders to support a cascade system	H or M cylinder (Aluminum)	single	5
Non Rebreather Mask	Non Rebreather Mask	50/case	1
Nasal Cannulas	Nasal Cannula	50/case	1
Gas Cylinder hand cart	Single Gas Cylinder Hand Truck with 10 1/2" Full Pneumatic Wheels (Northern Safety)	1	5
Propaq LT		1	2
Vital Signs Monitor		1	2
Crib	*For children up to 30 lbs, 34" and unable to climb out on their own *mesh on all 4 sides *sets up in less than 1 minute *weighs less than 25 lbs *polyester pad	1	2
Diapers - Infant	Size 1 with leak guard	144/cas	5
Diapers - Pediatric	Size 5	144/cas	5
Baby wipes	Pop up canister baby wipes	140 tub	10
Broselow Bag	Pediatric ALS bag	bag	2
Goggles, splash resistant, disposable	chemical splash/impact goggle	single	10
Gown, splash resistant, disposable	isolation gown, elastic cuffs, ties neck/waist, universal	50/Box	5
N-95 mask	Shell protects the filter media so it stays cleaner looking longer; resists collapsing so it holds its shape longer; no metal nose band to adjust	200/cas e	2
Surgical Mask	Ear Loop Mask - latex free	600/cas e	1
Diapers - adult	Large, Hips: 44"-54", Weight: 170-260 lbs, Waist: 38"-50"	72/case	5

Feeding tubes, pediatric - 5 French	1.7 mm x length: 36" (91cm)	10/box	1
Feeding tubes, pediatric - 8 French	2.7 mm, length: 16" (41cm)	10/box	1
Wheelchair	Chrome Steel Framed Wheelchair w/Fixed Full Arm, Fixed Footrests	single	4
Wheelchair (Bariatric)	Chrome Steel Framed Wheelchair w/Fixed Full Arm, Fixed Footrests. 22"	single	1
Cane	Regular adjustable cane	each	10
Walker	1" adult, 1 button walker	each	5
Ostomy, Stomaheasive, Flexible wafer	4"x4" flexible waffer	10 box	10
Paste, Stomahevsive	Stoma Ostomy Stomaheasive Paste 2 oz Tube	each	10
EM5555 CPAP (Oxypeep)	Smiths Medical	each	5
Diapers Adult XL	XL Adult Briefs	15/Bag	5
Crutches - two sizes	Adult/Youth Steel Wingednut Crutches	set	10

PUBLIC HEARINGS

- A. Ward 6 School Board Nominations**
- B. City of Franklin Proposed Budget FY 2013-2014**



**PUBLIC HEARING – CITY OF FRANKLIN, VIRGINIA
ON PROPOSED BUDGET AND TAX RATES
For July 1, 2013 - June 30, 2014**

Notice is hereby given that the proposed budget for the fiscal year beginning July 1, 2013 for the City of Franklin has been submitted to the City Council and is available for public inspection at the locations listed in this notice. Notice is hereby given that the Franklin City Council will hold a Public Hearing on the proposed July 1, 2013-June 30, 2014 Operating and Capital Improvement Budgets for City Funds at 7:00 p.m. on Monday, June 10, 2013 in the City Council Chambers of the City Hall Building located at 207 W. Second Avenue. Any citizen may appear at the aforesaid time and place to offer comments on the proposed budget.

The Proposed Fiscal Year (FY2013-2014) City budget for all funds is recommended to be \$54,290,659 which is \$464,935 or .85% below the FY 2012-2013 budget as amended. The proposed General Fund budget of \$21,648,279 is a decrease of \$875,367 below the prior year budget as amended prior to Interfund transfers. The decrease in the General Fund results primarily from the transfer of Public Works – Refuse operations to a separate Enterprise Fund along with a combination of expenditure increases and decreases as explained in the budget document.

The Electric Fund proposed budget of \$15,088,015 is an increase of \$425,416 or 2.9% more than the FY 2012-2013 budget. This increase is the result of an anticipated 3.6% increase in Dominion Virginia Power’s wholesale power cost along with an approved increase in the fuel surcharge paid to the electric power producer/supplier by customers. The proposed budget includes a recommended rate increase of 3.6% to offset the increase in wholesale power costs from Dominion which is based on kilowatt hours used. No increase is proposed in the base charges. The net impact on a residential customer utilizing 1,000 kWh hours will be \$5.78 to include the adjustment for fuel and wholesale power cost increases.

The Franklin City Schools FY 2013-2014 Proposed Operating Fund of \$16,147,522 reflects level funding of the City’s 2012-2013 base appropriation of \$4,837,395 plus a one-time carryover of \$643,174 remaining from FY 2011-2012 for a combined local appropriation of \$5,480,569. In addition, the proposed City budget includes debt service requirements in the amount of \$444,162 for school related projects. Total FY 2013-2014 school related funding from the City’s general fund, including debt payments, is \$5,924,731.

Notice is hereby given that the City Council shall consider adoption of an Ordinance to Set and Impose Tax Levies and Fees as follows:

Section 27-47.1 Levy of Article II Real Estate Taxes of Chapter 27 TAXATION of the Franklin City Code.

Real Estate Tax- No Change in the current rate of \$0.90 cents per \$100 (including public service corporations assessed by the State Corporation Commission). The proposed budget as shown is based on 90 cents.

Section 13.15 FEES FOR CITY COLLECTION OF GARBAGE, WASTE and OTHER REFUSE of the Franklin City Code.

Trash Collection Fees – The trash collection fee is recommended to decrease for residential customers by \$2.50 per month from \$42.24 to \$39.74 and remain unchanged for all other customers.

Personal Property Tax Relief Rate – The Council shall set as part of the annual budget, and adopt pursuant to Virginia Code Section 58.1-3524, the rate of tax relief at such a level that is anticipated fully to exhaust PPTRA relief funds provided to the City by the Commonwealth. This proposed rate is based upon the action of the General Assembly to “cap” the amount of personal property tax relief that the State pays to localities.”

- Personal use vehicles valued at \$1,000 or less will be eligible for 100% tax relief;
- Personal use vehicles valued at \$1,001 to \$20,000 will be eligible for tax relief at a percentage of 62% (previously 64%);
- Personal use vehicles valued at \$20,001 or more shall be eligible for tax relief at 62% on the first \$20,000 of value and taxed fully on the balance of the value under this program (previously 64%).

Electric service rates – recommended to change as described above in this notice.
Downtown District Tax rate will remain the same.
Water & Sewer Base Rates will remain the same.
All other taxes, permits & related fees will remain the same with the exception of proposed increases in the City’s stormwater fees related to state mandated changes in the Stormwater Management Program.

	FY 2012-2013 Adopted Budget	FY 2012-2013 Amended Budget	FY 2013-2014 Proposed Budget	Variance/ Proposed Over Adopted	Variance (%)	Variance of Proposed Over Amended	Variance (%)
General Fund	\$ 22,009,504	\$ 22,523,646	\$ 21,648,279	\$ (361,225)	-1.64%	(875,367)	-3.89%
Transfers to Other Funds	\$ (7,106,997)	\$ (7,134,328)	\$ (7,235,257)	\$ (128,260)	1.80%	(100,929)	1.41%
General Fund After Transfers	\$ 14,902,507	\$ 15,389,318	\$ 14,413,022	\$ (489,485)	-3.28%	(976,296)	-6.34%
Water & Sewer Fund	\$ 3,120,500	\$ 3,543,584	\$ 3,120,250	\$ (250)	-0.01%	(423,334)	-11.95%
Airport Fund	579,829	882,485	346,391	\$ (233,438)	-40.26%	(536,094)	-60.75%
Electric Fund	14,662,599	14,729,873	15,088,015	\$ 425,416	2.90%	358,142	2.43%
Solid Waste Fund	-	-	\$ 1,391,331	\$ 1,391,331	100.00%	1,391,331	-100.00%
Economic Development Fund	\$ 253,038	\$ 253,494	\$ 308,539	\$ 55,501	21.93%	55,045	21.71%
School Operating Fund	\$ 15,305,578	\$ 16,089,149	\$ 16,147,522	\$ 841,944	5.50%	58,373	0.36%
School Cafeteria Fund	\$ 599,678	\$ 599,678	\$ 599,678	\$ -	0.00%	-	0.00%
Social Services	\$ 1,593,919	\$ 1,604,851	\$ 1,663,145	\$ 69,226	4.34%	58,294	3.63%
Comprehensive Services	\$ 391,894	\$ 391,894	\$ 270,000	\$ (121,894)	-31.10%	(121,894)	-31.10%
School Debt Service	\$ 727,579	\$ 727,579	\$ 444,162	\$ (283,417)	-38.95%	(283,417)	-38.95%
General Fund Debt Service	\$ 543,689	\$ 543,689	\$ 498,604	\$ (45,085)	-8.29%	(45,085)	-8.29%
TOTAL	\$ 52,680,810	\$ 54,755,594	\$ 54,290,659	1,609,849	3.06%	\$ (464,935)	-0.85%

FY 13-14 Capital Improvement Budget		FY 13-14 Capital Improvement Revenue	
General	\$ 1,422,850	Local Operating Funds	\$ 707,140
Water & Sewer	\$ 1,225,791	Enterprise Fund Revenue	\$ 745,791
Electric	\$ 833,000	Borrowing Proceeds-General	\$ 866,850
School	\$ 1,979,874	Borrowing Proceeds-Enterprise	\$ 1,498,000
Solid Waste	\$ 255,000	Borrowing Proceeds-School	\$ 1,898,734
Total Capital Budget	\$ 5,716,515	Total Capital Budget Revenue	\$ 5,716,515

IMPORTANT NOTICE: The FY 2013-2014 City Operating Budget must be approved by the City Council prior to July 1, 2013. Prior to and following the aforementioned public hearing on the budget proposal, the City Council will conduct special work sessions as authorized by statutory authority. These meetings will be scheduled as prescribed by applicable laws regulating lawful meetings of public bodies in the Commonwealth of Virginia.

Respectfully Submitted,
R. Randy Martin, City Manager

Copies of the complete budget and tax ordinance, and other fee changes are available for public inspection during normal business hours Monday through Friday at the following locations: City Manager’s Office at 207 W. 2nd Avenue, M. L. King, Jr. Center, Ruth Campbell Memorial Library, or on the City’s website at: www.franklinva.com under Proposed Budget.

FINANCIAL

A. April Financial Report 2013



**Monthly Financial Report Summary (Unaudited)
for the Period Ending April 30, 2013**

As of April 30, 2013, ten months into the fiscal year, actual General Fund revenues totaled **\$15.6 mil** of which \$1.2 million is recorded as proceeds to the General Fund from bond proceeds. The difference of **\$14.4 mil represents 75% of FY 2013 budget revenue**. Last year, at this time, the City had collected \$14.3 mil, or 75.7% of budget, after excluding the revenue sharing factor.

At April 30, the City has realized \$2.51 million in current real estate tax or 49% of budget, a gain as expected (tax rate increase) over prior year collections of \$2.37 million (a 6% increase). Personal property tax collections (current) were \$1.24 mil or 94.8% of budget, and relatively in line with prior year receipts at the end of the quarter; delinquent personal property tax collections are less than the previous year as anticipated and are at 61% of budget. Collection of delinquent real estate taxes continue to perform very well with 118% of the budget realized at the end of April. Other general property taxes comprised of *penalty and interest on delinquent taxes, public service corporation taxes and machinery & tools taxes* reflect a 12% decrease over the previous year but have exceeded budgeted revenue projections. The decrease overall is a result of less revenue from penalties and interest on delinquent taxes in the current year; however, the amount of revenue collected (\$132,000) has exceeded budgeted projections of \$120,000.

Other Local taxes collected through April, were \$4.40 million, or 84.8% of budget. Sales and use and cigarette tax revenue increased over the prior period by 4.7% and 34.7% respectively. Meals tax revenue reflects a slight decline of 3.7% over the prior period, but is anticipated to meet budgeted projections; lodging tax revenue reflects a decrease of 6.0% over the prior year period and is also expected to meet budget.

Charts 1-4. Compares revenue received for selected local taxes in the period ending April 30, 2013 to revenues received at April 30, 2012.

Chart 1

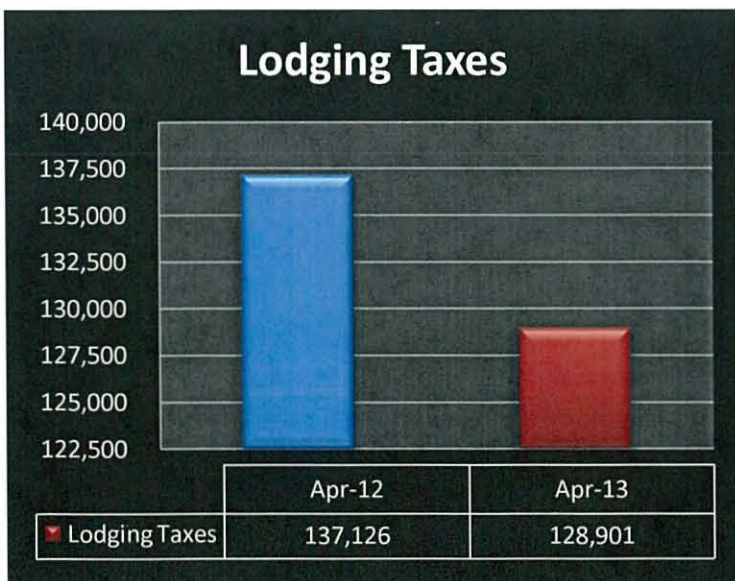


Chart 2



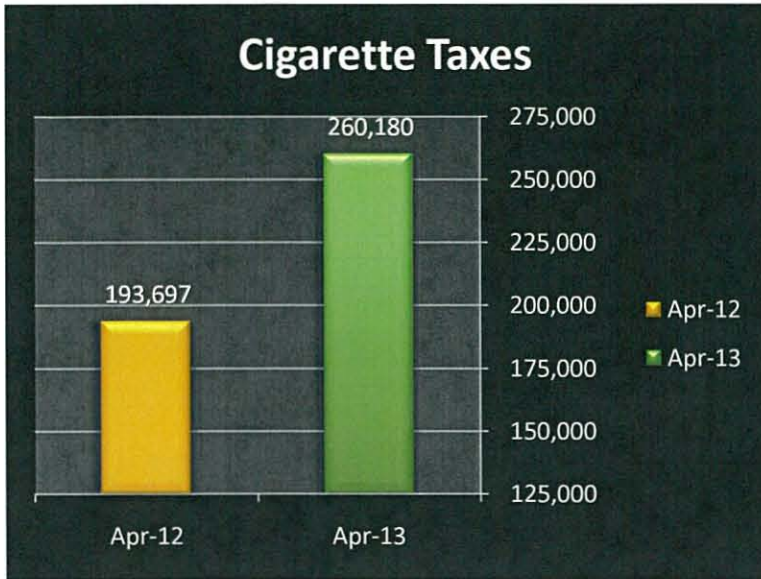


Chart 3

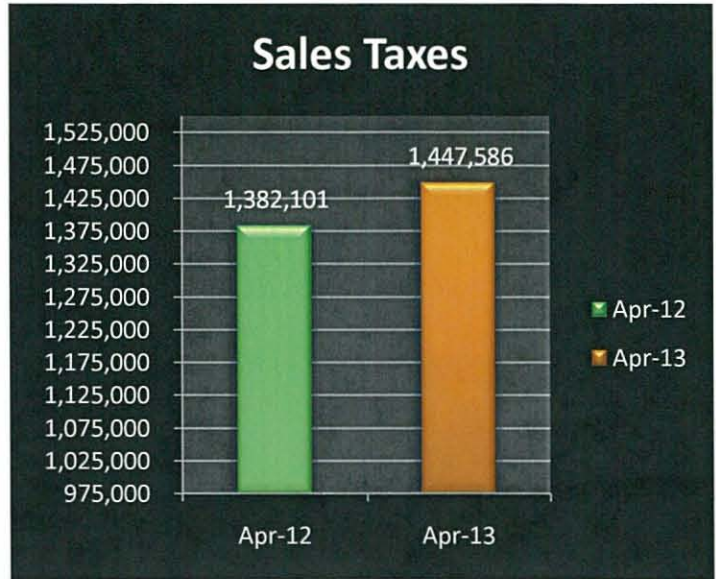


Chart 4

GENERAL FUND

REVENUE ANALYSIS HIGHLIGHTS

- ✓ Lodging Taxes – Revenue of \$128,901 represents a 6% decrease from revenue received during the same period in the prior year. (Of this amount, one month or \$23,361 is recorded on a cash basis and was posted to the prior fiscal year). **Budget = \$140,000 - Projections for June 30, 2013 - \$150,000 or 107% of budget.**
- ✓ Restaurant Meals Taxes – Revenue collected at April 30 is nearly 84% of budget and is tracking less, (3.77%) than revenue received at the same period in the prior year but in line with budget. Of this amount (one month or \$104,186 is recorded on a cash basis and was posted to the prior fiscal year). **Budget = \$1,250,000 - Projections for June 30, 2013 - \$1,275,000 or 102% of budget.**
- ✓ Cigarette Taxes – Revenue of \$292,000 at April 30 surpasses prior year period revenues of \$217,000 by almost 35% as vendor purchases of FY 2012-13 far exceeded the prior year period; the 10 cents per pack increase in the cigarette tax rate also contributed to the increase. **Budget = \$262,900 - Projections for June 30, 2013 - \$315,000 or 119% of budget.**
- ✓ Local Sales taxes – Revenue collected at April 30 was \$1.44 mil, or nearly 87% of budget; when compared to the prior year period, this is a 4.7% increase. Of this amount two months or \$301,879 is recorded on a cash basis and was posted to the prior fiscal year). **Budget = \$1,670,000 - Projections for June 30, 2013 - \$1,725,000 or 103% of budget.**



- ✓ Business Licenses taxes – Revenue of \$912,000 is in line with prior year collections at this time and represents 97% of the total budget. **Budget = \$940,000 - Projection for June 30, 2013 = \$930,000 or \$10,000 less than budget.**
- ✓ Consumer Utility Taxes - The decline in this revenue source from the prior year is primarily attributed to an accounting change in the remittance of Consumer Utility taxes due to outside cities/counties. In the prior year, payments were applied to a utility payable's account and reconciled at year end. This year, payments to localities are posted against monthly revenue. Revenue also reflects a 45 day accrual in which July and some August revenue has been accrued to the prior year. Lastly, refund of taxes paid to Enterprise Zone designee in the current year attributed to some reduction from the prior year.

Other Local Revenue:

- ✓ Permits received at April 30 are less than the previous year period while court fines reflect an increase (last year reimbursement due to a State reporting error adversely impacted receipts). Permit and related planning fees total \$33,600 when compared to \$51,000 received in the prior year period. Court fines are \$57,000 at April 30, 2013 compared to \$40,000 at April 30, 2012.
- ✓ Charges for Services - Charges for services primarily consists of payments from ambulance recovery charges and waste collection and disposal fees. Revenue from waste collections and disposal is slightly less than the prior period revenues at \$1,185,000 collected (81% of budget), revenue from ambulance charges increased to \$214,000 up \$52,000 from the prior month compared to \$182,000 received at the same time last year. Revenue received as of April 30 represents nine months of collections. Also included in this source is revenue from Enterprise Funds for administrative services charges.
- ✓ Miscellaneous & Recovered cost – comprised of revenue from sale of surplus items, donations, sale of cemetery lots, insurance recoveries, inspection services recovered costs from Southampton County and other miscellaneous revenue. Revenue from most of these sources, since contingent upon such factors as proceeds from auctions or insurance reimbursements, tends to fluctuate from month to month or year to year.
- ✓ Proceeds from Loans/Bonds – comprised of the proceeds received from the new money borrowing to complete certain general fund capital projects.



State & Federal Revenue:

Revenue from state aid at April 30 was \$2.97 mil which consists of *non-categorical aid*: recordation taxes, rolling stock, auto rental tax, PPTRA taxes, and communication taxes. Recordation taxes on deeds trend less than the prior year, while communication taxes reflect a \$14,000 or 4% gain from the prior year. (Revenue from this source reflects seven months of collections). *Categorical aid* consists of shared expense revenue from state supported offices, streets and highway maintenance revenue, Wireless 911 payments and state support for law enforcement and grants (i.e. Litter Control and EMS). Shared expense revenue reflects nine months of revenue and is consistent with prior period collections. Wireless payments trend less than the prior year due to a reimbursement of a prior year overpayment.

EXPENDITURE ANALYSIS HIGHLIGHTS

Various categories of general fund expenditures reflect decreases in the current fiscal year at April 30 and most all are within the 83% range of total budgeted expenditures. *Expenditures of \$10.6 mil* (73% of budget) are over \$238,000 less when compared to prior year *expenditures of \$10.84 mil* and results from decreases primarily in Legislative, General and Financial (\$81,000 related to Assessor and higher professional services fees paid in FY12), Law Enforcement (\$77,000 – vacancies), Garage (\$30,000-salaries), and Refuse Collection & Disposal (\$359,000 – primarily tipping fee savings).

Fire and Rescue reflects an increase of \$86,000 as a result of increased payroll expenditures in fire and rescue. (Note: Budgeted expenditures increased from the prior year). Elections, Courts & Sheriff category is \$43,000 more in FY13 due to timing of joint services payments and additional detention costs; Streets reflect an increase primarily as a result as capital equipment purchase; Planning & Beautification increased as a result of payment for professional services in the current fiscal year; Library increased due to timing of 4th quarter payment.

WATER & SEWER FUND

REVENUE ANALYSIS

Revenue from the sale of water and sewer service charges of \$2.5 mil at April 30 is in line with budgeted projections (80% of budget), and for the month of April, revenue is 4.0% less than the prior year period but more in line with the budget as anticipated.

EXPENDITURE ANALYSIS

Expenditures of \$1.95 mil at the end of the month reflect a decrease from the \$2.44 mil spent at this time in FY 2011-12, largely due to sewer system improvement projects that were completed in the prior year. However, expenditures for the Water Division in the current fiscal year reflect an increase over the prior



year due to current year capital outlay expenditures. This is typical as projects in this Fund sometimes cross fiscal years. Further, debt service transfer requirements were less.

AIRPORT FUND

Fuel sales at April 30 were 86,000, increasing \$7,000 in the prior month (an improvement from February to March). Revenue from jet fuel sales are 45% of budget compared to 52% for aviation fuel sales. Typically, these revenues perform better in the spring (i.e. revenue collection in March was \$9,200 compared to \$15,200 collected in April). Other local revenue consists primarily of airport rental fees and tie down fees, and revenue of \$53,000 and is tracking consistently with the previous year. Total revenue is higher due to federal grant funds received for the airport runway/lighting/taxiway project. Consequently, on the expenditure side, capital outlay expenses increased due to expenditures associated with the project. Operating expenditures reflect a decrease over the prior year due to less fuel purchases in the current fiscal period.

ELECTRIC FUND

Tracking close to budget at 81%, revenue in the Electric Fund totaled \$11.93 mil at April 30. Compared to the same period in FY 2011-2012, this is a \$1.3 mil or 14% increase in the sale of energy which is mostly offset by a decrease of \$755,000 or 39% in the fuel adjustment charges. As a result, the expenditures associated with the sale of energy/fuel adjustment decreased \$786,000 or 39% while expenditures for the sale of energy increased \$395,000 or 5.4%.

Expenditures are less than the prior year at April 30 in other operating expenses and capital outlay.

CASH BALANCE

Cash in the Electric Fund at April 30 was \$412,409, an **increase of \$42,000** or 11% from March (chart 5). A review of prior year history revealed a **reduction in cash** of \$172,000 between March 2012 and April 2012. Below is a history of the cash balance in the Electric Fund for FY2012-13 (current year – table 1) with a prior year comparison (FY 11-12 – table 2). Chart 6 provides additional analysis as to revenue that has been billed in the Fund versus payments collected year to date.



CURRENT YEAR (Table 1)

Month	FY12-13	Revenue	Expenses	Month to Month Variance	Cash Balance
					\$ 365,374
July		\$ 1,010,040	\$ (1,143,237)	\$ (133,197)	\$ 232,177
August		\$ 1,281,182	\$ (1,333,420)	\$ (52,238)	\$ 179,939
September		\$ 1,289,437	\$ (1,197,113)	\$ 92,324	\$ 272,263
October		\$ 1,170,681	\$ (1,096,168)	\$ 74,513	\$ 346,776
November		\$ 972,947	\$ (960,696)	\$ 12,251	\$ 359,027
December		\$ 1,084,084	\$ (1,155,921)	\$ (71,837)	\$ 287,190
January		\$ 1,276,135	\$ (1,173,339)	\$ 102,796	\$ 389,986
February		\$ 1,268,293	\$ (1,370,515)	\$ (102,222)	\$ 287,764
March		\$ 1,392,237	\$ (1,309,274)	\$ 82,963	\$ 370,727
April		\$ 1,267,619	\$ (1,225,937)	\$ 41,682	\$ 412,409
TOTAL		\$ 12,012,655	\$ (10,739,683)	\$ 5,353	

In the current fiscal year, cash in the fund has increased since July 30 by \$180,000.

PRIOR YEAR COMPARISON (Table 2)

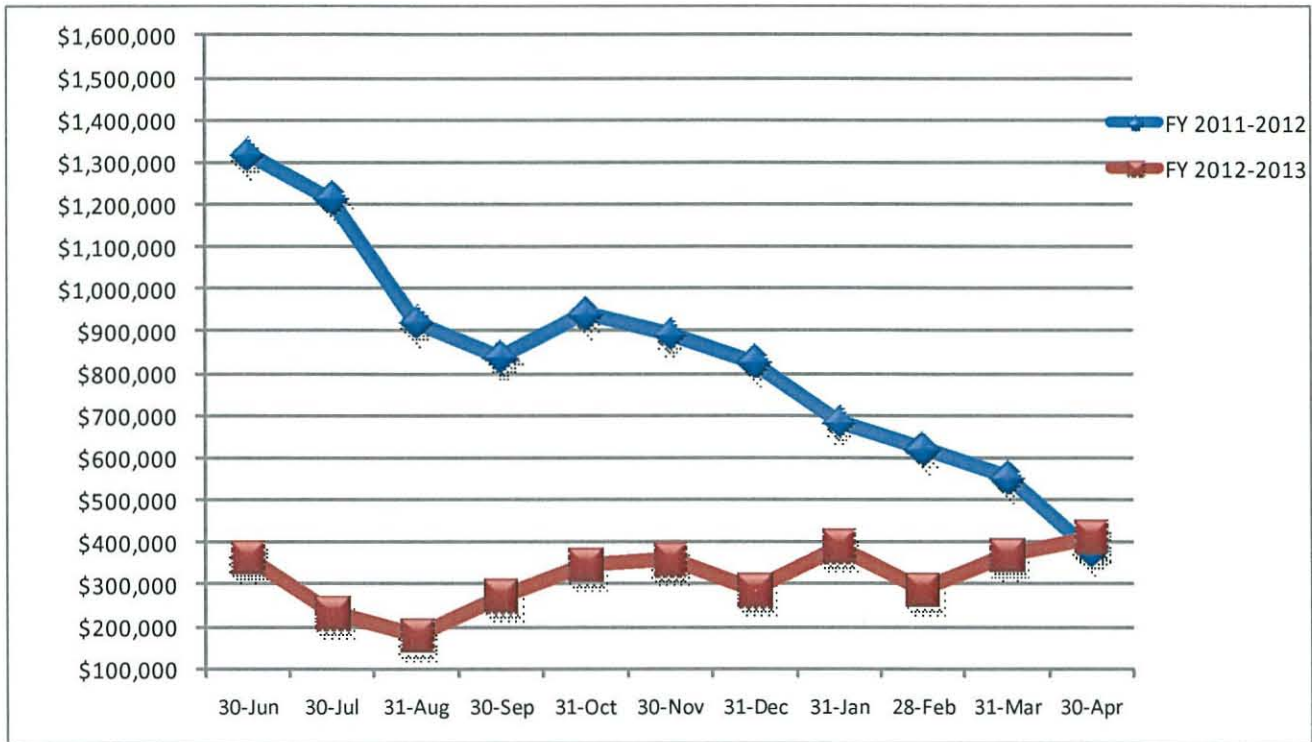
Month	FY11-12	Revenue	Expenses	Month to Month Variance	Cash Balance
					\$ 1,320,285
July		\$ 1,204,963	\$ (1,310,148)	\$ (105,185)	\$ 1,215,100
August		\$ 1,187,003	\$ (1,480,064)	\$ (293,061)	\$ 922,039
September		\$ 1,273,718	\$ (1,356,492)	\$ (82,774)	\$ 839,265
October		\$ 1,190,431	\$ (1,088,088)	\$ 102,343	\$ 941,608
November		\$ 993,593	\$ (1,041,610)	\$ (48,017)	\$ 893,591
December		\$ 1,047,090	\$ (1,113,477)	\$ (66,387)	\$ 827,204
January		\$ 1,134,851	\$ (1,275,713)	\$ (140,862)	\$ 686,342
February		\$ 1,344,764	\$ (1,410,769)	\$ (66,005)	\$ 620,337
March		\$ 1,292,352	\$ (1,359,782)	\$ (67,430)	\$ 552,907
April		\$ 1,091,102	\$ (1,263,637)	\$ (172,535)	\$ 380,372

In Fiscal Year 2011-2012, cash in the fund had declined nearly \$835,000 from \$1.2 mil to \$380,000.



FISCAL YEAR COMPARISON
chart 5.

CASH BALANCE TREND ANALYSIS



Cash in the fund increased by \$180,000 or 77% from \$232,000 at July 30 to \$412,000 at April 30.

COLLECTED ANALYSIS

	July	August	September	October	November	December
BILLING	\$ 1,326,194	\$ 1,311,511	\$ 1,031,082	\$ 878,274	\$ 1,187,308	\$ 1,148,472
TOTAL PAYMENTS*	\$ 980,728	\$ 1,259,910	\$ 1,253,148	\$ 1,129,249	\$ 935,061	\$ 1,060,843
VARIANCE	\$ (345,466)	\$ (51,602)	\$ 222,066	\$ 250,975	\$ (252,247)	\$ (87,629)



	January	February	March	April
BILLING	\$ 1,294,486	\$ 1,414,622	\$ 1,196,897	\$ 1,033,450
PAYMENTS	\$ 1,214,002	\$ 1,225,110	\$ 1,358,200	\$ 1,239,399
VARIANCE	\$ (80,484)	\$ (189,512)	\$ 161,303	\$ 205,949

***Payments applied are for any month, current or past due.**

ANALYSIS

- *In the months of July, August, November, December, January and February, payments received on the electric portion of utility bills were less than the total billed revenue for that month.*
- *September, October, March and April reflect months in which the Electric Fund received payments in excess of the billed revenue for those months.*
- *Collectively, \$11.8 million has been billed for the eight months noted; however, total payments collected and posted to cash for the nine month period is \$11.6 million. In essence, this leaves approximately \$166,000 in billed revenue versus payments received and credited to cash.*

A LOOK AHEAD – MAY 2013

Preliminary review reveals another upward trend in the Fund’s cash position at May 31, 2013.

CITY OF FRANKLIN							
FISCAL YEAR 2012-13							
LOCAL TAX REVENUES							
	2012-2013	ACTUAL	BUDGET	2011-2012	ACTUAL	BUDGET	vs
REVENUE SOURCE	BUDGET	4/30/2013	%	BUDGET	4/30/2012	%	FY 12
Real Estate Taxes-Current	\$ 5,141,289	\$ 2,517,852	49.0%	\$ 4,927,933	\$ 2,375,496	48.2%	5.99%
Real Estate Taxes-Delinquent	175,000	206,478	118.0%	100,000	238,799	238.8%	-13.53%
Personal Property Taxes-Current	1,314,394	1,245,590	94.8%	1,257,892	1,227,824	97.6%	1.45%
Personal Property Taxes-Delinquent	95,000	58,241	61.3%	83,598	98,736	118.1%	-41.01%
Other General Property Tax	241,000	254,810	105.7%	252,520	291,369	115.4%	-12.55%
GENERAL PROPERTY TAX	\$ 6,966,683	\$ 4,282,971	61.5%	\$ 6,621,943	\$ 4,232,224	63.9%	1.20%
Local Sales & Use Tax	\$ 1,670,000	\$ 1,447,586	86.7%	1,617,000	\$ 1,382,100	85.5%	4.74%
Consumer Utility Tax- Elec. & Water	645,000	373,437	57.9%	683,000	429,393	62.9%	-13.03%
Business License Tax	940,000	912,333	97.1%	940,000	918,291	97.7%	-0.65%
Motor Vehicle Licenses	167,000	146,217	87.6%	166,418	152,865	91.9%	-4.35%
Cigarette Tax	262,900	292,480	111.3%	239,000	217,120	90.8%	34.71%
Lodging Taxes	140,000	128,901	92.1%	150,000	137,126	91.4%	-6.00%
Restaurant Meals Tax	1,250,000	1,044,517	83.6%	1,300,000	1,085,413	83.5%	-3.77%
Right of Way, Bank Stock, Recordation	122,400	63,608	52.0%	131,812	64,199	48.7%	-0.92%
OTHER LOCAL TAXES	\$ 5,197,300	\$ 4,409,079	84.8%	\$ 5,227,230	\$ 4,386,507	83.9%	0.51%
TOTAL TAXES & LICENSES	\$ 12,163,983	\$ 8,692,050	71.5%	\$ 11,849,173	\$ 8,618,731	72.7%	0.85%

FINANCIAL REPORT AS OF APRIL 30, 2013 - 10 Months = 83%						
	2012-2013	ACTUAL	BUDGET	2011-2012	ACTUAL	BUDGET
REVENUES:	BUDGET	4/30/2013	%	BUDGET	4/30/2012	%
Taxes; Licenses	\$ 12,163,983	\$ 8,692,050	71.46%	\$ 11,849,173	\$ 8,618,731	72.74%
Permits, Fees, Fines	125,225	94,811	75.71%	120,847	94,586	78.27%
Use of Money & Property	251,026	213,890	85.21%	261,258	218,882	83.78%
Service Charges	2,625,187	2,068,068	78.78%	2,669,552	2,092,205	78.37%
Misc & Recovered Costs	185,750	163,461	88.00%	201,530	222,463	110.39%
Isle of Wight Rev. Sharing	202,251	238,835	118.09%	1,100,000	900,000	81.82%
State Aid	3,815,620	2,979,568	78.09%	3,765,712	3,072,042	81.58%
Federal Aid	22,966	6,311	27.48%	91,961	37,923	41.24%
Proceeds Loans/Bonds	-	1,207,000	0.00%	-	-	0.00%
Total Current Revenue	\$ 19,392,008	\$ 15,663,995	80.78%	\$ 20,060,033	\$ 15,256,832	76.06%
EXPENDITURES:						
Operating Expense:						
Legislative, General & Financial	\$ 2,134,834	\$ 1,529,695	71.65%	\$ 2,030,105	\$ 1,609,783	79.30%
Elections, Courts, Sheriff	1,069,122	988,629	92.47%	991,431	945,876	95.41%
Law Enforcement	3,531,339	2,708,362	76.70%	3,598,685	2,786,318	77.43%
Fire and Rescue	1,608,758	1,315,425	81.77%	1,439,469	1,228,880	85.37%
Community Development	371,387	292,102	78.65%	364,188	290,868	79.87%
Streets	1,983,665	1,173,186	59.14%	1,911,742	1,122,933	58.74%
Garage	195,169	152,449	78.11%	229,140	182,275	79.55%
Refuse Collection & Disposal	1,401,916	719,393	51.31%	1,585,229	1,078,643	68.04%
Buildings and Grounds	967,715	753,518	77.87%	932,323	731,786	78.49%
Health	166,173	144,173	86.76%	160,173	127,122	79.37%
Parks and Recreation	585,077	437,228	74.73%	584,986	448,430	76.66%
Library	283,723	276,059	97.30%	270,679	209,017	77.22%
Planning & Beautification	82,451	45,361	55.02%	91,421	15,317	16.75%
Downtown Development	105,516	75,582	71.63%	105,516	72,177	68.40%
Subtotal- Operating Expenses	14,486,845	10,611,160	73.25%	14,295,087	10,849,425	75.90%
			2			

GENERAL FUND CONT'D	2012-2013	ACTUAL	BUDGET	2011-2012	ACTUAL	BUDGET
EXPENDITURES:	BUDGET	4/30/2013	%	BUDGET	4/30/2012	%
Payments to Southampton Co.	\$ 650,000	\$ 644,894	99.21%	\$ 600,000	\$ 427,500	71.25%
Non-Departmental Miscellaneous	10,322	32,657	316.38%	30,000	31,923	106.41%
Non-Departmental Capital	242,151	-	0.00%	1,038,254	-	0.00%
Other Debt Expenses	-	17,694	0.00%	-	-	0.00%
Total Operating Expense	\$ 15,389,318	\$ 11,306,405	73.47%	\$ 15,963,341	\$ 11,308,848	70.84%
Net Operating Income	\$ 4,002,690	\$ 4,357,591	108.87%	\$ 4,096,692	\$ 3,947,984	96.37%
TRANSFERS - IN:						
Transfer from Electric Fund	1,409,891	1,174,909	83.33%	1,409,891	1,174,909	83.33%
Use of Prior Year Fund Balance	475,222	-	0.00%	372,846	-	0.00%
Use of Fund Bal Reserve for Debt	876,222	-	0.00%	-	-	0.00%
Transfer W/S Debt Reserve	157,915	131,596	83.33%	430,901	359,084	83.33%
Use of Restricted Fund Balance	132,213	-	0.00%	136,157	-	0.00%
Transfer Electric Debt Reserve	80,175	66,813	83.33%	77,975	64,979	83.33%
Total Transfers In	\$ 3,131,638	\$ 1,373,318	43.85%	\$ 2,427,770	\$ 1,598,972	65.86%
To General Debt	\$ 543,689	\$ 506,539	93.17%	\$ 493,965	\$ 469,089	94.96%
To School Debt	727,579	-	0.00%	358,435	\$ 358,435	100.00%
To Water Fund	6,503	-	0.00%	1,284	\$ -	0.00%
To Electric Fund	8,215	-	0.00%	1,262	\$ -	0.00%
To Airport Fund	88,122	86,897	98.61%	89,854	\$ 89,683	99.81%
To Education Fund	4,980,153	4,150,128	83.33%	4,837,395	\$ 3,877,410	80.15%
To Social Services Fund	464,989	168,011	36.13%	411,175	\$ 204,882	49.83%
To Comprehensive Services Act	151,584	38,727	25.55%	172,734	\$ 172,734	100.00%
To Economic Dev Incubator	63,494	63,038	99.28%	58,358	\$ 58,272	99.85%
To Economic Dev Joint Fund	100,000	100,000	100.00%	100,000	\$ 100,000	100.00%
Total Transfers Out	\$ 7,134,328	\$ 5,113,339	71.67%	\$ 6,524,462	\$ 5,330,505	81.70%
NET INCOME	\$ -	\$ 617,569		\$ -	\$ 216,451	
			3			

WATER AND SEWER FUND									
	2012-2013	ACTUAL	BUDGET	2011-2012	ACTUAL	BUDGET			
REVENUES:	BUDGET	4/30/2013	%	BUDGET	4/30/2012	%			
Sale of Water	\$ 1,300,000	\$ 1,028,553	79.12%	\$ 1,400,000	\$ 1,075,169	76.80%			
Sewer Service Charges	1,750,000	1,370,662	78.32%	1,900,000	1,453,411	76.50%			
Treatment Fees - Counties	70,000	75,758	108.23%	70,000	70,697	101.00%			
Other Revenues	500	33,661	6732.18%	500	17,639	3527.80%			
Total Current Revenue	\$ 3,120,500	\$ 2,508,633	80.39%	\$ 3,370,500	\$ 2,616,916	77.64%			
EXPENDITURES:									
Operating Expense:									
Water System	\$ 1,254,500	\$ 765,951	61.06%	\$ 1,246,115	\$ 600,305	48.17%		\$ 165,646	
Sewer System	890,955	223,442	25.08%	1,028,673	657,765	63.94%		\$ (434,323)	
Treatment Plant	729,232	521,400	71.50%	723,270	540,132	74.68%		\$ (18,732)	
Transfer to Gen Fund-Services	346,361	288,634	83.33%	314,874	262,395	83.33%		\$ 26,239	
Transfer to Gen Fund In Lieu Taxes	26,460	22,050	83.33%	26,460	22,050	83.33%		\$ -	
Transfer to Gen Fund Debt Restruc	157,915	131,596	83.33%	430,901	359,084	83.33%		\$ (227,488)	
Total Operating Expenses	\$ 3,405,423	\$ 1,953,073	57.35%	\$ 3,770,293	\$ 2,441,731	64.76%		\$ (488,658)	
								\$ -	
Net Operating Income	\$ (284,923)	\$ 555,560	-194.99%	\$ (399,793)	\$ 175,185	-43.82%		\$ 380,375	
TRANSFERS:									
Use of Prior Year Fund Balance	\$ 416,481	\$ -	0.00%	\$ 537,000	\$ -	0.00%			
Transfer from Unappropriated Surplus	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%			
Transfer from General Fund	6,503	-	0.00%	1,284	-	0.00%			
	422,984	-		538,284	-				
Debt Service	\$ 138,061	\$ 130,303	94.38%	\$ 138,491	\$ 102,890	74.29%			
NET INCOME									
	\$ -	\$ 425,257		\$ -	\$ 72,295				

ELECTRIC FUND						
	2012-2013	ACTUAL	BUDGET	2011-2012	ACTUAL	BUDGET
REVENUES:	BUDGET	4/30/2013	%	BUDGET	4/30/2012	%
Sale of Energy	\$ 13,080,084	\$ 10,580,946	80.89%	\$ 11,393,334	\$ 9,280,731	81.46%
Sale of Energy Fuel Adj	1,346,515	1,157,890	85.99%	2,550,040	1,913,418	75.03%
Other Revenue	236,000	198,238	84.00%	236,000	260,965	110.58%
Proceeds Loan/Bonds	-	-	0.00%	-	-	0.00%
Total Current Revenue	\$ 14,662,599	\$ 11,937,074	81.41%	\$ 14,179,374	\$ 11,455,114	80.79%
EXPENDITURES:						
Energy for Resale (10 months)	\$ 9,095,800	\$ 7,706,985	84.73%	\$ 7,800,000	\$ 7,311,692	93.74%
Energy - Fuel Adj (10 months)	1,359,260	1,203,231	88.52%	2,687,880	1,990,130	74.04%
Other Expenses	1,498,768	1,009,290	67.34%	1,388,070	1,066,676	76.85%
Capital Outlay	798,646	123,716	15.49%	546,100	285,270	52.24%
Transfer to Gen Fund-Services	325,945	271,621	83.33%	296,314	246,925	83.33%
Transfer to Gen Fund In Lieu Taxes	59,282	49,402	83.33%	59,282	49,405	83.34%
Transfer to Gen Fund Debt Restruc	80,175	66,813	83.33%	77,975	64,979	83.33%
Total Operating Expenses	\$ 13,217,876	\$ 10,431,057	78.92%	\$ 12,855,621	\$ 11,015,077	85.68%
Net Operating Income	\$ 1,444,723	\$ 1,506,017	104.24%	\$ 1,323,753	\$ 440,037	33.24%
TRANSFERS:						
Transfer to General Fund	\$ 1,409,891	\$ 1,174,909	83.33%	\$ 1,409,891	\$ 1,174,909	83.33%
Transfers from Unappropriated	-	-	0.00%	\$ 40,100	0	0.00%
Use of Unreserved Net Assets	-	-	0.00%	\$ 120,100	0	0.00%
Use of Prior Year Fund Balance	59,059	-	0.00%	\$ -	0	0.00%
Transfer from General Fund	8,215	-	0.00%	\$ 1,262	0	0.00%
	\$ 1,477,165	\$ 1,174,909	79.54%	\$ 1,571,353	\$ 1,174,909	74.77%
Debt Service	\$ 102,106	\$ 50,543	49.50%	\$ 75,324	\$ 51,317	68.13%
NET INCOME	\$ -	\$ 280,565		\$ -	\$ (786,189)	
			5			

AIRPORT FUND						
	2012-13	ACTUAL	BUDGET	2011-12	ACTUAL	BUDGET
REVENUE:	BUDGET	4/30/2013	%	BUDGET	4/30/2012	%
Fuel Sales	\$ 177,232	\$ 86,242	48.66%	\$ 178,000	\$ 102,851	57.78%
Other Revenue	64,700	61,069	94.39%	64,700	54,113	83.64%
State Grants	35,043	10,986	31.35%	15,725	5,554	35.32%
Federal Grants	511,359	152,794	29.88%	307,960	3,524	0.00%
Total Current Revenue	\$ 788,334	\$ 311,091	39.46%	\$ 566,385	166,042	29.32%
EXPENDITURES:						
Operating Expenses	\$ 308,832	\$ 198,731	64.35%	\$ 315,607	\$ 215,012	68.13%
Capital Outlay	\$ 571,431	\$ 190,071	33.26%	\$ 344,168	\$ 39,921	11.60%
Total Operating Expenses	\$ 880,263	\$ 388,802	44.17%	\$ 659,775	\$ 254,933	38.64%
Net Operating Income	\$ (91,929)	\$ (77,711)	84.53%	\$ (93,390)	\$ (88,891)	95.18%
TRANSFERS:						
Transfer from Other Funds	\$ 88,122	\$ 86,897	98.61%	\$ 89,683	\$ 89,683	100.00%
Use of Prior Year Fund Balance	\$ 6,029	\$ -	0.00%	\$ 6,483	\$ -	0.00%
Transfer to Other Funds	\$ 2,222	\$ 1,852	83.33%	\$ 2,020	\$ 1,683	83.32%
Debt Service	\$ -	\$ -	0.00%	\$ 927	\$ 309	33.33%
NET INCOME		\$ 7,334			\$ (1,200)	
			6			

CITY OF FRANKLIN
 FISCAL YEAR 2012-13
 CASH BALANCES - APRIL 2013

FUND	CURRENT YEAR	PRIOR YEAR
General Fund	\$ 4,930,339	\$ 3,519,325
Fund SNAP Proceeds	\$ 1,055,811	\$ -
Total General Fund	\$ 5,986,149	\$ 3,519,325
Water & Sewer Fund	\$ 1,580,470	\$ 1,319,889
Fund SNAP Proceeds	\$ 482,628	\$ -
Total Water & Sewer Fund	\$ 2,063,098	\$ 1,319,889
Electric Fund	\$ 412,409	\$ 380,340
Fund SNAP Proceeds	\$ 835,864	\$ -
Total Electric Fund	\$ 1,248,273	\$ 380,340
Airport Fund	\$ (52,609)	\$ (71,149)
TOTAL CASH FOR OPERATIONS	\$ 6,870,609	\$ 5,148,405
TOTAL CASH FOR CAPITAL PROJECTS	\$ 2,374,303	\$ -
TOTAL CASH	\$ 9,244,912	\$ 5,148,405

OLD/NEW BUSINESS

A. School Board Appointments for Ward 2 and Ward 5

B. City Manager's Report

COUNCIL/STAFF REPORTS ON BOARDS AND COMMISSIONS