



Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012

Prepared By/Phone Number: Shannon Pleasant, CTPM 854-1181 /
Marvin Brice, CPPB 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Memorandum of Understanding Contract No. 4400001130 for The National Forum for Black Public Administrators to Provide Assistance with the PRIDE 2012 Conference.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

The National Forum for Black Public Administrators (NFBPA) is a professional membership organization dedicated to the advancement of leadership in the public sector. Nationally, the membership is represented by managers and executives in virtually all disciplines among local, State and Federal governments.

On October 25, 2012 the NFBPA will host the PRIDE 2012 Conference. The conference is designed to explore and provide a series of workshops and forums for the development and enhancement of public administrators, showcase cutting-edge strategies from leading state and regional and professional speakers, innovative sessions on healthy living, wellness, leadership, education and team building. The Event will serve to further the development of local workforce and employment opportunities, constituting a public purpose.

HHS & VS is requesting Travis County assist NFBPA with the PRIDE 2012 Conference in the total amount of \$7,500.00, which will include: Printing of conference brochures and other conference-related materials. The amount for printing costs will not to exceed \$2,500; and Sponsorship

ID # 7157

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

of 100 youth from Travis County's Summer Youth Employment Based Learning Program will not exceed \$5,000.

The youth will participate in Public Administrators Day, which is specifically designed for youth participants.

➤ **Contract Expenditures:** Not Applicable

➤ **Contract-Related Information:**

Award Amount: \$7,500.00

Contract Type: Memorandum of Understanding

Contract Period: September 25, 2012 – October 27, 2012

➤ **Contract Modification Information:** Not Applicable

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:** Not Applicable

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP:

Funding Account(s):

Comments: Cost center 1580010001, GL 512050, BA 4000000801

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**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive for HHS&VS
(512) 854-4100
Fax (512) 279-1608**

DATE: September 10, 2012

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Request for Assistance from the National Forum for Black Public Administrators

Proposed Motion:

Consider and Take Appropriate Action on Request for Assistance in the Form of Printing and Sponsorship of Youth to Attend Public Administrator's Day activities from the National Forum for Black Public Administrators.

Summary and Staff Recommendation:

The National Forum for Black Public Administrators (NFBPA) is a professional membership organization dedicated to the advancement of leadership in the public sector. Nationally, the membership is represented by managers and executives in virtually all disciplines among local, State and Federal governments. There are over 2,500 members representing more than 350 jurisdictions and 40 local chapters in 37 states. NFBPA is the premier association of Black public leadership. The organization provides support to local government managers in a multitude of disciplines, through intensive training, professional development programs, and a powerful network of public leadership. Locally, the Central Texas Chapter has over 180 members and provides the same support services as the national organization and serves as a resource for local public administrators.

On October 25, 2012, NFBPA will host PRIDE 2012 at the Omni Austin Hotel at Southpark in Austin, Texas. NFBPA has requested assistance from Travis County in the total amount of \$7,500.00, which will include:

- Printing of conference brochures and other conference-related materials in the amount not to exceed \$2,500.00; and
- Sponsorship of 100 youth from Travis County's Summer Youth Employment/Work-Based Learning Program to participate in Public Administrators Day that is specifically designed for youth participants at \$5,000.00

Budgetary and Fiscal Impact:

If approved, funding for this request will be from Health and Human Services and Veterans Service budget line item 001-5830-601-6504 Training & Seminar in the amount of \$2,500.00 to the Travis County Print Shop and \$5,000.00 to the National Forum for Black Public Administrators to sponsor 100 youth at \$50.00 per youth.

Issues and Opportunities:

This is an opportunity to increase the awareness of the role of public administration to the Travis County community and support the enrichment and education of youth in exploring careers in public administration.

Background:

The National Forum for Black Public Administrators was founded in 1983 and has operated continuously since that time and is a nationally recognized 501(c)3 organization. The Central Texas Chapter is one of over 40 chapters nationwide and serves over 180 members throughout the Austin and Travis County communities.

cc: Deborah Britton, Division Director, Community Services, TCHHS&VS
Nicki Riley, CPA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Diana Ramirez, Senior Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Kathleen Haas, Finance Manager, TCHHS&VS

**Memorandum of Understanding
Between Travis County and
The National Forum for Black Public Administrators Through
Central Texas Chapter of the National Forum for Black Public Administrators**

This Memorandum of Understanding ("MOU") is entered into by and between Travis County ("County") and the National Forum for Black Public Administrators through the Central Texas Chapter of the National Forum for Black Public Administrators ("NFBPA").

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes); and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes); and provision of the above services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Commissioners Court of County may exempt personal and professional services and other qualified services from complying with the competitive procurement process under TEX. LOCAL GOVERNMENT CODE ANN., § 262 et seq. and hereby issues such an order of exemption for the services provided under the terms of this Contract.

Pursuant to the terms of this Contract, Contractor will provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of these agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Contractor agree to the terms and conditions stated in this Contract.

1.0 GENERAL TERMS

1.1 **MOU Term.** This MOU will take effect September 25, 2012, upon execution by both Parties, and will continue through October 27, 2012 (MOU Term"), unless earlier terminated in compliance with the terms of this MOU. NFBPA agrees that no officer, agent, employee or representative of County has any authority to change the terms of this MOU unless expressly granted that authority by the Commissioners Court under a specific provision of this MOU or by separate action by the Commissioners Court.

1.2 **NFBPA Purpose.** NFBPA through its Central Texas Chapter is a coalition of committed public servants from a diverse range of organizations and agencies that include local and regional government, public commissions, private business, academic institutions, students and area non-profits. It's purpose includes strengthening the capacity of managers in a multitude of disciplines through focused, state-of-the-art training, in-depth professional development opportunities, mentoring and a powerful network of Black public leadership.

1.3 **Event Purpose.** The conference is designed to explore and provide a series of workshops and forums for the development and enhancement of public administrators, showcase cutting-edge strategies from leading state and regional and professional speakers, innovative sessions on healthy living, wellness, leadership, education and team building. The Event will serve to further the development of local workforce and employment opportunities, constituting a public purpose.

2.0 NFBPA PERFORMANCE. Pursuant to the terms of this MOU, it is agreed that NFBPA will, among other things:

2.1 **Regional Leadership Meeting.** Conduct a regional leadership meeting at the Omni Hotel at Southpark on October 25, 2012, addressing the topic of "Pride 2012: Commitment to Health, Education and Leadership" ("Event").

2.2 **Programs.** Provide real time opportunities for leaders in public sector organizations to learn and share regarding cutting edge initiatives and programs that will benefit their communities and encourage healthy living, wellness, leadership, education and team building.

2.3 **County Recognition.** Recognize County as a \$ 7,500.00 level sponsor of the Event in the Event Program Book, Excellence in Education Luncheon booklet and on Event signage.

2.4 **County Benefits.** Provide County benefits in the form of:

2.4.1 County Recognition: County designation as a Gold Sponsor, with acknowledgement on marketing materials and pre-event promotional activities; recognition as a sponsor in the Event Program Book and on event signage.

2.4.2 Invitation to represent County at the head table or dais at County sponsored event(s).

2.4.3 Priority seating at meal functions.

2.4.4 Booth and exhibit space for exhibit with priority premium placement during the conference to at the conference to promote County programs and services.

2.4.5 Four Event registrations.
2.4.6 Two tickets to the NFBPA Central Texas concert event.
2.4.7 Name/logo on event promotional materials and pre- and post-conference recognition on local NFBPA Website.
2.4.8 Special event signage indicating sponsorship
2.4.9 Five tickets to the annual theme event.
2.4.10 One table of 10 to the Marks of Excellence Luncheon
2.4.11 Ten tickets to the NFBPA Central Texas CEO Roundtable Forum

The above will be provided to County at no charge.

2.5 **County Ad.** Provide County with a full-page black and white ad in the Event Program Book (premium placement) and full-page black and white ad (premium placement) in the 2012 Educational Excellence Program Book.

2.6 **Tutorial Services.** Provide academic support and tutorial services to 100 participating students from the Work-Based Learning/Summer Youth Employment Program and Neighborhood Conference Committee Program as set forth in Section 3.0.

2.7 **Participant Event Experiences.** Provide experiences for the Participants to include the following:

A. Two concurrent workshops that serve to enhance skills and abilities related to health, wellness, and leadership skills, personal growth and success and ethics.

B. CEO Forum of leading experts in the fields of health and education.

C. Two general sessions that provide a forum for the exploration of solutions to critical challenges facing governments of all levels.

D. Participation in Health Fair that will provide health screenings and provide information about the disproportionate prevalence and impact of asthma, diabetes and heart disease among minorities.

E. Public Administration Day designed to provide 100 high school students with career exploration and site tours of a variety of City and County facilities and professions.

2.8 **W-9 Taxpayer Identification Form.** NFBPA shall provide the County Purchasing Agent with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor. NFBPA understands that this W-9 Form must be provided to the County Purchasing Agent before any County Funds are payable. If there are any changes in the W-9 form during the term of this MOU, NFBPA will immediately provide the County Purchasing Agent with a new and correct W-9 form. Failure to provide such form within the time required may result in delay of payment, suspension or termination of the MOU, or other action as deemed necessary by County.

3.0 **COUNTY PERFORMANCE.** Pursuant to the terms of this MOU, it is agreed that County will, among other things:

3.1 **Printing Services.** Provide in-kind services in the form of printing in an amount necessary to print the following with content provided by NFBPA:

3.1.1 Education Excellence Booklet based on the following specifications and in-kind contribution price quotes:

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A. Paper @ \$.025 ea sheet X 300		\$120.00
B. Clicks for printing @ \$.07 ea X 960		\$672.00
C. Labor @ \$10 per hr.		\$100.00
D. Overhead @ 20% of labor		\$ 20.00
E. Bindery labor @ \$20.00 per hr.		\$ 40.00
F. Estimated In-Kind Total		\$952.00

3.1.2 Conference Event Booklet based on the following specifications and in-kind contribution price quotes:

A. Cover @ \$0.06 per sheet X 600	\$ 36.00
B. Paper @ \$.025 per sheet X 3000	\$ 75.00
C. Clicks @ \$.07 ea X 7200	\$504.00
D. Labor @ \$20 per hr	\$ 60.00
E. Overhead @ 20% of labor	\$ 12.00
E. Bindery labor @ \$20.00 per hr.	\$ 40.00
F. Estimated In-Kind Total	\$727.00

3.1.3 Estimated In-Kind Total: **\$1,679.00**

3.1.4 Total Costs. In no event shall printing costs exceed Two Thousand, Five Hundred Dollars (\$ 2,500.00).

3.2 **Scholarships.** Provide scholarship funding in an amount not to exceed Five Thousand, Dollars (\$5,000.00) to provide sponsorship for one hundred (100) youth (\$50.00 per youth) for attendance at the Event. These youth participants will be selected by County from participants in the Travis County Summer Youth Employment Program. One hundred (100) youth ("Participants") will be provided a day of learning about Public Administration on Thursday, October 25, 2012, designated as "Public Administration Day." Students will also participate in the Health Fair with the appropriate written approval from authorized parent or guardian.

3.3 **Payment.** NFBPA will invoice County for an amount not to exceed Five Thousand Dollars (\$5,000.00) using the invoice attached to this MOU as Exhibit 1. County will pay NFBPA within thirty (30) days of receipt of a complete and correct invoice (including documentation as required under Section 2.8), as determined by County.

4.0 NOTICE

4.1 **Requirements.** Except as otherwise specifically noted in this MOU, any notice required or permitted shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified as follows:

4.2 **County Address.** The address of County for all purposes under this MOU shall be:

Sherri Fleming, Executive Manager, TCHHSVS
100 N. IH 35, Suite 3700
Austin, Texas 78701

With copies to (registered or certified mail not required):

Cyd Grimes, County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

and

Honorable David Escamilla, Travis County Attorney (or his successor in office)
P.O. Box 1748
Austin, Texas 78767
TTN: Civil Transactions

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4.3 **NFBPA Address.** The address of NFBPA for all purposes under this MOU shall be:

Central Texas Chapter of the National Forum for Black Public Administrators
Anthony Snipes, Conference Chair
C/O City of Austin
Austin City Manager's Office
P. O. Box 1088
Austin, Texas 78767

And/or

National Forum for Black Public Administrators
777 North Capitol Street NE, Suite 807
Washington, DC 20002

5.0 GENERAL TERMS

5.1 **Compliance.** The Parties agree to comply with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this MOU and governing the Parties' general conduct of business.

5.2 **County Limitation.** It is understood and agreed that, in no event shall any provision of this MOU or any agreement entered into under the terms of this MOU be interpreted to obligate the County beyond the funds approved by the Commissioners Court for this MOU for any County Fiscal Year/budget period.

5.3 Financial.

5.3.1 Financial Records. NFBPA must maintain records which adequately identify the source and application of funds provided for those services provided under this MOU. These records must contain information pertaining to authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income related to MOU funds.

5.3.2 Copies. Upon request by County, NFBPA shall provide a copy of its most recent report of the most recent financial audit and the auditor's opinion and management letters, or financial review, to County through TCHHSVS.

5.3.3 County Audit. County reserves the right to conduct an annual financial, compliance, and/or performance audit of the MOU. NFBPA agrees to permit County or its authorized representative, to audit NFBPA's records and to obtain any documents, materials, or information necessary to facilitate such audit, and shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Section 5.2 that County may reasonably require of NFBPA.

5.4 Immunity or Defense. It is expressly understood and agreed by the Parties that, neither the execution of this MOU, nor any conduct of any representative of either Party relating to this MOU, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that Party against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

5.5 Assignment. No Party may assign any of the rights or duties created by this MOU without the prior written approval of the other Party. It is acknowledged by NFBPA that no officer, agent, employee or representative of County has any authority to assign any part of the MOU unless expressly granted that authority by the Commission's Court.

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5.6 Binding Agreement. This MOU shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this MOU.

AGREED TO this _____ day of _____, 2011.

**CENTRAL TEXAS CHAPTER OF THE
NATIONAL FORUM FOR
BLACK PUBLIC ADMINISTRATORS**

TRAVIS COUNTY

BY: _____
Printed Name: _____
Title: _____
Date: _____

BY: _____
Printed Name: Samuel T. Biscoe
Travis County Judge
Date: _____

EXHIBIT 1

INVOICE FORM

NATIONAL FORUM FOR BLACK PUBLIC ADMINISTRATORS

INVOICE

777 North Capital Street, NE Suite 807
 Washington, DC 20002

BILL TO
Travis County Health & Human Services Sherri Fleming, Executive Manager 100 N. IH 35 Austin, TX 78701

P.O. NO.	CHAPTER	CHAPTER CODE		ID	
DESCRIPTION		QTY	RATE	CLASS	AMOUNT
	Supporter of the Public Administration Day with the City of Austin for Symposium 2012 to be held on October 25, 2012. County support will allow up to 100 of the County's Summer Youth Program participants to: 1) participate in a designated session; 2) Participate in a job shadowing experience at County and City offices throughout Austin; 3) Attend the Event Luncheon; and 4) Participate in Health screenings by Seton Family of Hospitals and the City of Austin, if approved in writing by parents.	100	\$50.00	Other Contract	\$5,000.00
					\$5,000.00
	AMOUNT DUE				\$5,000.00

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County will provide additional in-kind services in the form of printing as set forth in the MOU in an amount not to exceed \$2,500, with a total cost to County not to exceed \$7,500.00.

NFBPA is a membership organization exempt from taxation under the 5013(c) Code of the Internal Revenue Service. Contributions to NFBPA are deductible as charitable contributions for federal income tax purposes to the extent provided by law. For questions, call 202-408-9300 ext. 103 or email mdiagne@nfbpa.org.

The Parties understand and agree that the receipt of funds under this MOU is a purchase of service by County as set forth in this MOU, and not a contribution to NFBPA.