



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 23, 2013

**Prepared By/Phone Number:** Melissa Velasquez, Judge's Office, x49557

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe, County Judge

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON GREATER AUSTIN WORKPLACE CAMPAIGN ENGAGEMENT AGREEMENT FOR FISCAL YEAR 2014, TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN.

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

In September 2012, the County lost its fiscal agent that distributes contributions from employees to charitable organizations for our annual Travis County Combined Charities Campaign. The Judge's Office scrambled to quickly find another fiscal agent, but was unsuccessful and the 2012 campaign was canceled.

On January 22, 2013, the Commissioners Court recommended a workplace campaign that facilitates contributions from county employees, and authorized staff to move forward and negotiate a contract with United Way of Greater Austin.

United Way of Greater Austin provides similar services to many local businesses and governmental entities. Their experienced and dedicated staff will provide increased visibility in the workplace and support county staff while conducting the Travis County Combined Charities Campaign.

The contract has been reviewed by the County Attorney's Office.

### **STAFF RECOMMENDATIONS:**

Recommend approval.

### **REQUIRED AUTHORIZATIONS:**

John Hille, Assistant County Attorney

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

**GREATER AUSTIN WORKPLACE CAMPAIGN  
ENGAGEMENT AGREEMENT  
FOR FISCAL YEAR 2014**

Travis County, a political subdivision of the State of Texas, enters into this Agreement with United Way for Greater Austin (“United Way”). This Agreement is based on the premise that the Travis County Combined Charities Campaign (“TCCCC”) is owned by Travis County and its employees, and that every non-profit agency admitted by the County has a right to participate in the workplace campaign on a fair and equitable basis. This Agreement shall not be considered a means for Travis County to make a donation to a charitable entity. No public funds will be utilized for the support of any non-profit corporation involved in this campaign; whether through matching or donations. This Agreement is solely to facilitate employee contribution to charitable agencies. Incidental use of County space is allowable by law; as well as the acceptability of County employees volunteering their time while not neglecting their assigned duties.

United Way agrees to manage the receipts of the campaign in compliance with the Accountability and Governance Standard of United Way-Worldwide. United Way will in no way intentionally use its role as fiscal agent to assert its interests over the interests of other charitable organizations participating in the campaign.

This Contract is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a Contract for professional services. The UNITED WAY is an independent United Way; neither UNITED WAY nor its employees claim to be employees of the COUNTY nor do they claim any benefits from the COUNTY other than contract payments for services rendered.

1. Role and Duties of United Way
  - A. Provide customized campaign planning and implementation that would include campaign collateral including brochures, posters, and pledge forms. Kick-off training will be in mid-September. The County-wide campaign will be October 1 – October 31, 2013.
  - B. Marketing support including, but not limited to:
    1. The development of customized campaign messaging.
    2. The access to the United Way Speakers Bureau.
    3. Customer service for donors and non-profit agencies.
    4. Access and information for employees to United Way’s Navigation Center: 2-1-1
    5. Opportunities for Travis County Leadership Donors to participate in Women’s Leadership Programs, Young Leaders, and other leadership events.
    6. Training and support to Travis County Liaisons.

- C. No Travis County employee will be coerced to participate in the Campaign; employees are free, however, to volunteer their time.
- D. Serve as the fiscal agent for the Travis County Combined Charities Campaign.
- E. Provide Travis County employees, Travis County administration, and participating federations and funds with assurance of timely, accurate, and cost effective delivery of employee contributions to designated non-profit agencies.
- F. Process employee pledge forms. The following procedures will be observed:
  - 1. United Way will be provided all collected and completed campaign report envelopes, including pledge forms, cash, and checks, on a weekly basis throughout the campaign.
  - 2. Patriot Act certification of designated non-profit agencies.
  - 3. United Way will safeguard all monies received by it. Any losses shall be reimbursed by the United Way.
- G. Process cash and checks within five business days of receipt at United Way at the end of the campaign.
- H. Generate and distribute the following reports to applicable federations/funds by the first quarter following the first payment from Travis County. Donor pledge information is available to all agencies via an online portal provided by United Way regardless if payment has been made.
  - 1. A designation report.
  - 2. An acknowledgement report.
- I. Distribute all donations to the applicable agencies by February 28, 2015.
- J. Distribute all payroll deduction contributions to applicable non-profits as collected from the County on a quarterly basis, beginning in the month of May. Each agency might not receive the full amount of designations due to uncollectible pledges.
- K. Distribution of campaign proceeds to applicable agencies will include all designated and undesignated contributions to each agency. Undesignated contributions are shared on a pro-rata basis between all participating agencies based on the amount of designations per agency.
- L. Provide to Travis County, an itemized accounting by Mid-September 30, 2014. Copies of all receipts will be available upon TCCCC's request and will be available to the participating agencies upon request.

- M. Provide to Travis County, upon request, access to the employee payroll deduction campaign pledge forms. United Way must keep the pledge forms and all financial records relating to the distribution of contributions for at least three years.
  - N. Provide campaign activities that are conducted fairly and equitably to promote unified solicitation on behalf of all participants.
2. Travis County Responsibilities:
- A. Pursuant to Local Government Code Section 155.001 (a)(4), at the request of an employee, provide payroll deduction, and forward the employee contributions to United Way monthly.
  - B. Forward to United Way timely, accurate pledge result details
  - C. Forward to United Way payment details for accurate payout of designations and donor acknowledgments.
3. Cost and Compensation of United Way
- A. United Way may retain at the average rate of thirteen and one-quarter percent (13.25%) per donation, with maximum of \$250, for the services described in Section 1. However, United Way will not retain a fee for donations made to United Way (“Make the Greatest Impact”, Success By 6, Target Graduation, Financial Opportunity).

4. Term of Agreement

This Agreement will be effective beginning September 1 and will continue through the final distribution of September 30, 2014.

5. Notice

A. **Written Notice.** All notices between the parties and related to this Contract shall be given to the other party in writing. If a notice is delivered in person to the address in this section for the party to whom the notice is given, that notice is deemed to have been given immediately. If a notice is placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the address in this section for the party to whom the notice is given, that notice is deemed to have been given on the third Working Day following mailing.

B. **County Address.** The address of County for all purposes and notices under this Contract is:

Honorable Samuel T. Biscoe (or his successor in interest)  
Travis County Judge  
P.O. Box 1748

Austin, Texas 78767

C. United Way Address. The address of United Way for all purposes and notices under this Contract is:

United Way for Greater Austin  
Attn: Debbie McGee  
2000 E. MLK Jr. Blvd.  
Austin, TX 78702

D. Change of Address. Each party may change its address for notice by giving Notice of the new address. County and United Way shall give Notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

6. Right of Inspection and Audit. United Way shall give the COUNTY, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by United Way pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by United Way.

7. Dispute Resolution

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. and Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. and Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

8. Miscellaneous

A. Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday or Sunday or a day that County has declared a holiday for its employees these days shall be omitted from the computation.

B. Number and Gender. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

C. Headings. The headings at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Contract.

D. Assignability. Neither party may assign any of the rights or duties created by this Contract without the prior written approval of the other party. It is acknowledged by United Way that no officer, agent, employee, or representative of COUNTY has any authority to assign any part of this Contract unless expressly granted that authority by the Travis County Commissioners Court.

E. Binding Contract. This Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Contract.

F. Entire Agreement. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

G. LAW AND VENUE. THIS CONTRACT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS UNDER THIS CONTRACT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

H. Amendments.

1. Written Amendment. Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made in writing and signed by both parties. No modification concerning this Contract shall be of any force or effect, excepting a subsequent modification in writing signed by the Party to be charged.

2. IT IS ACKNOWLEDGED BY UNITED WAY THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE TRAVIS COUNTY COMMISSIONERS COURT.

UNITED WAY FOR GREATER AUSTIN:

  
DEBBIE BRESSETTE, PRESIDENT

7/10/13  
Date

TRAVIS COUNTY:

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SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
Date

