



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 17, 2013

**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. 4400001634) for the National Forum for Black Public Administrators to provide assistance with the 2013 Leadership Summit.

- **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) 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. NFBPA is a professional membership organization dedicated to the advancement of leadership in the public sector. Nationally, managers and executives in virtually all disciplines among local, state, and federal governments represent the membership. 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 leaders. 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 150 members, provides the same support services as the national organization, and serves as a resource for local public administrators.

ID # 9365

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

On October 10, 2013, NFBPA will host The New Normal – 2013 Leadership Summit of the NFBPA Central Texas Chapter. Through this MOU, Travis County Health and Human Services and Veteran Services (TCHHSVS) will provide resolution recognizing the Central Texas Chapter of the NFBPA for hosting the statewide event locally. Additionally, in keeping with its commitment of support, TCHHSVS asks for approval of NFBPA's request for assistance in the total amount of \$7,500.00. This 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

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.

- **Contract Expenditures:** Within the last 12 months \$0 has been spent against this contract/requirement.
- **Contract-Related Information:**
  - Award Amount: \$7,500.00
  - Contract Type: Memorandum of Understanding
  - Contract Period: September 15, 2013 – October 31, 2013
- **Contract Modification Information:** Not Applicable
  - Award Amount:
  - Contract Type:
  - Contract Period:
- **Solicitation-Related Information:** Not Applicable
  - Solicitations Sent: Responses Received:
  - HUB Information: % HUB Subcontractor:

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➤ **Special Contract Considerations:** Not Applicable

- 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: Service Budget Line Item 158027001

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**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/or 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 15, 2013, upon execution by both Parties, and will continue through October 31, 2013 (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. Its 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 Sheraton Austin at the Capitol on October 10 - 11, 2013, addressing the topic of "THE NEW NORMAL: Equipping Today's Public Administrators for Tomorrow's Challenges" Leadership Summit ("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;
- 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 Two Event registrations.
- 2.4.6 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 Five passes to a Public Policy Forum

The above will be provided to County at no charge.

2.5 **County Ad.** Provide County with a half-page black and white ad in the Event Program Book (premium placement) and half-page black and white ad (premium placement) in the 2013 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.

F. Consent. NFBPA will secure written consent from parent or guardian for any participation by students with such consent describing all participation activities, including, specifically, Health Fair events; taking or using any photos of such students at the time of the Event or in the future; transportation, etc. NFBPA is responsible for obtaining such written consent and maintaining copies, with copies to be provided to County upon request.

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 Marks of Excellence Booklet based on the following specifications and in-kind contribution price quotes:

A. Paper @ \$.025 ea sheet X 4800	\$120.00
B. Clicks for printing @ \$.07 ea X 9600	\$672.00
C. Labor @ \$20 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	<b>\$952.00</b>

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	<b>\$727.00</b>

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

3.1.4 Total Costs. The Parties agree that the above is an estimate of printing requirements and costs, and that actual costs may exceed the above rates. The quantities will remain as indicated; as to costs, in no event shall printing costs for the above 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 10 (and/or 11<sup>th</sup>, as designated by NFBPA), 2013, designated as "Public Administration Day." Students will also participate in the Health Fair with the appropriate written approval from authorized parent or guardian on a form approved by County and as set forth in Section 2.7.F.

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 on or after the Effective Date of this MOU, or on or after the date the MOU is executed by both Parties, whichever comes later. 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, County Executive, 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  
ATTN: Civil Transactions

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.

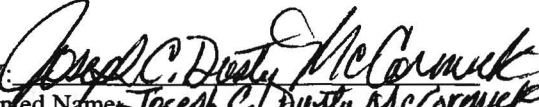
5.5 Assignment. No Party may assign any of the rights or duties created by this MOU without the prior written approval of the other Party. It is acknowledged by NFBPA that no officer, agent, employee or representative of County has any authority to assign any part of this MOU unless expressly granted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

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 \_\_\_\_\_, 2013.

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

**TRAVIS COUNTY**

BY:   
Printed Name: Joseph C. Dwyer McCormick  
Title: President, NFBPA - Central Texas Chapter  
Date: 9-5-13

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



**EXHIBIT 1**

**INVOICE FORM**

**NATIONAL FORUM FOR BLACK PUBLIC ADMINISTRATORS**  
 777 North Capital Street, NE Suite 807  
 Washington, DC 20002

**INVOICE**

<b>BILL TO</b>
Travis County Health & Human Services Sherri Fleming, County Executive 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 2013 to be held on October 10-11, 2013. 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 on a form approved by County as set forth in Section 2.7.F.	100	\$50.00	Other Contract	\$5,000.00
					\$5,000.00
<b>AMOUNT DUE</b>					<b>\$5,000.00</b>

County will provide additional in-kind services in the form of printing as set forth in the MOU (see Section 3.1) 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.**



**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) 279-2197**

**DATE:** September 24, 2013

**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 the Following Requests from the Central Texas Chapter of the National Forum for Black Public Administrators (NFBPA):

- A. Approve Resolution Recognizing the Central Texas Chapter of the National Forum for Black Public Administrators (NFBPA) for Hosting the State of Texas' Regional Conference, "The New Normal – Leadership Summit 2013" in Travis County; and
- B. Approve Request for \$2,500 In In-Kind Printing and \$5,000 for Sponsorship of Travis County Youth to Attend Public Administrator's Day Activities on October 10, 2013.

**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 10, 2013, NFBPA will host Leadership Summit 2013 at the Sheraton Downtown Hotel 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 1580270001 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  
Patti Smith, Chief Assistant County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Aerin Toussaint, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Kathleen Haas, Finance Manager, TCHHS&VS