



Travis County Commissioners Court Agenda Request

Meeting Date: September 16, 2014

Prepared By/Phone Number: Juanita Jackson – 854-4467

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe & Commissioner R. Davis

AGENDA LANGUAGE:

Consider and Take Appropriate Action on the Following Regarding Requests from the Central Texas Chapter of the National Forum for Black Public Administrators (NFBPA):

- A. Approve Proclamation Recognizing the Central Texas Chapter of the National Forum for Black Public Administrators (NFBPA) for Hosting the State of Texas' Regional Conference in Travis County; and
- B. Approve Request for Assistance from the National Forum for Black Public Administrators in the Form of Printing and Sponsorship of Youth to Attend Conference.
- C. Approve a Memorandum of Understanding for Travis County's support for NFBPA Leadership Summit 2014 And Authorize Judge Biscoe to Sign On Behalf of the Commissioners Court.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

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members, provides the same support services as the national organization, and serves as a resource for local public administrators.

On October 9 and 10, 2014, NFBPA will host The Central Texas Rising: Public Administrators in Pursuit of Excellence Leadership Summit of the NFBPA Central Texas Chapter at the Sheraton Down Hotel in Austin, Texas.

STAFF RECOMMENDATIONS:

Staff recommends approval of the requested MOU, and the Proclamation recognizing the Central Texas Chapter of the NFBPA for hosting the regional event locally.

Additionally, in keeping with its commitment of support, Staff recommends approval of NFBPA's request for assistance from Travis County 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

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.

FISCAL IMPACT AND SOURCE OF FUNDING:

If approved, funding for the request for sponsorship and support will be from Health and Human Services and Veterans Service budget line item 1580010001 from funds reservation # 300001272. Training & Seminar for \$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.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney'
Leroy Nellis, Interim County Executive – Planning and Budget Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Nicki Riley, CPA, Travis County Auditor
Aerin Toussaint, Budget Analyst I, Planning and Budget
Sherri Fleming, County Executive – HHS/VS
Kathleen Haas, Financial Manager

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Travis County Commissioners Court



Proclamation

WHEREAS, on October 9, 2014, the Central Texas Chapter of the National Forum for Black Public Administrators (NFBPA) will host its regional conference – “Central Texas Rising: Public Administrators in Pursuit of Excellence” Leadership Summit 2014 at the Omni Hotel South Park, in Austin, Texas;

WHEREAS, NFBPA has distinguished itself as the premier professional organization dedicated to the advancement of Black leadership in the public sector.

WHEREAS, NFBPA has a growing reputation for strengthening the capacity of state and local government managers in a multitude of disciplines, through intensive training, and professional development programs; and

WHEREAS, this year's Central Texas Rising Leadership Summit 2014 will provide workshops that focus on healthy living, wellness, leadership, education and team building; enhancement of skills, knowledge and expertise of public administrators; and public policy forums led by some of the top public and private sector CEO's from across the region and nation.

The Central Texas Rising Leadership Summit 2014 will also host a Health Fair open to all youth and adult participants as well as a concurrent Public Administrators Day specifically designed for 100 students from the Austin Independent School District.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY RECOGNIZE, ENCOURAGE AND VALUE THE EFFORTS OF THE CENTRAL TEXAS CHAPTER OF THE NATIONAL FORUM FOR BLACK PUBLIC ADMINISTRATORS AND OFFER THIS RESOLUTION IN THANKS FOR THE COMMITMENT TO THE PROFESSIONAL DEVELOPMENT OF PUBLIC ADMINISTRATORS, AND PLEDGE CONTINUED SUPPORT IN THEIR ENDEAVORS TO IMPROVE THE LIVES OF TRAVIS COUNTY RESIDENTS THROUGH EXEMPLARY PUBLIC SERVICE.

SIGNED AND ENTERED THIS 23^d DAY OF SEPTEMBER 2014.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

BRUCE TODD
COMMISSIONER, PRECINCT 2

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

**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 23, 2014, upon execution by both Parties, and will continue through October 31, 2014 (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, to showcase cutting-edge strategies from leading state and regional and professional speakers, and to present 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 South Park, Austin, on October 9-10, 2014, addressing the topic of "Central Texas Rising: Public Administrators in Pursuit of Excellence" ("Event").

2.2 **Programs.** Provide real time opportunities for leaders in public sector organizations to learn and share information 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: Designation as a Gold Sponsor, and 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 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 2014 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, Neighborhood Conference Committee Program and other Travis County area youth 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. Such health screenings and participation shall be only if the Participant

has presented a properly authorized release or consent agreement signed by the Participant's parent/guardian, as set forth in subsection F below.

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

A. Paper @ \$.055 ea sheet X 5100	\$280.00
B. Clicks for printing @ \$.07 ea X 10,200	\$714.00
C. Labor @ \$20 per hr.X 5 hours	\$100.00
D. Overhead @ 20% of labor	\$ 20.00
E. Estimated In-Kind Total	\$1,114.00

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

A. Paper @ \$.055 per sheet X 2975	\$164.00
B. Clicks @ \$.07 ea X 5950	\$417.00
C. Labor @ \$20 per hr X 3 hours	\$ 60.00
D. Overhead @ 20% of labor	\$ 12.00
E. Estimated In-Kind Total	\$653.00

3.1.3 Estimated In-Kind Total: **\$1,767.00**

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 and other Travis County area youth. One hundred (100) youth

("Participants") will be provided a day of learning about Public Administration on Thursday, October 9, 2014, 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 _____, 2014.

**CENTRAL TEXAS CHAPTER OF THE
NATIONAL FOROUM 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

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

INVOICE

BILL TO
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 Leadership Summit 2014 to be held on October 9-10, 2014. 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
AMOUNT DUE					\$5,000.00

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.

NFPBA Youth Public Administration Description

Purpose: To provide high school students exposure to local government in order to increase their knowledge and create awareness about Public Administration career opportunities.

The City of Austin, Travis County and NFBPA partnered with Austin Independent School District to provide a unique experience for high school students.

Participating Year	Number of Students Participated	Participating Schools
*2014	125(invited)	Manor ISD & Austin, LBJ, and Reagan High Schools and Manor New Tech
2013	75	Austin, LBJ, and Reagan High Schools
2012	66	Austin, LBJ, and Reagan High Schools

Each year 125 students are invited to participate. In 2013, we hosted 75 students from three high schools to expose them to Public Services in local government within the City of Austin and Travis County. The student’s day began at City Hall with a welcome from Elected Officials, City and County Executives.

The day’s events were scheduled through coordinated efforts with participating departments and staff. The students were divided into small groups to have a more hands-on exposure and experience of the various careers in local government. The students were provided information from the following areas such as: Austin Energy, Austin Resource Recovery, Austin Water Utility, Code Enforcement, Fire, Health and Human Services, Parks and Recreation, Public Works, Transportation and the Travis County Tax Office. The students were provided a meaningful experience that increased their knowledge about Public Administration and information about the various career opportunities available to them. These sessions included important components that enhance youth development and life-long goals as they make decisions about their career.

Throughout this experience door prizes are given to the students utilizing a random drawing. Local sponsors as well as City of Austin Departments provide door prizes. Some of the door prizes include gift cards, digital cameras, X-Box games and consoles and computer tablets.

The student’s day was as followed:

- 9:00 a.m. – 9:30 am Students arrived at Austin City Hall Council Chambers for welcome
- 10:00 a.m. - 12:00 p.m. Students were divided and sent to different Departments
- 12:30 p.m. - 2:30 p.m. Students ended the day by attending the Educational Excellence Luncheon at the Sheraton Austin Hotel with a keynote speaker.
- 2:30 p.m. Students transported back to their High School campuses

Students were surveyed to determine if the program is meeting the objectives of the purpose. The survey results revealed the majority of students strongly agree to the following outcomes:

- They knew more about Public Administration
- As a result of what they learned at Public Administration day they would consider working in Public Administration
- Overall the day was beneficial.