

## Item 18



# Travis County Commissioners Court Agenda Request

**Meeting Date:** January 29, 2013

**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

### **AGENDA LANGUAGE:**

Consider and take appropriate action on License Agreement between Travis County and Foundation Communities for the Community Tax Center program during the 2013 tax season to provide free income tax filing assistance to eligible residents:

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

Central to the Community Tax Center program's mission is the provision of free tax preparation services to households that qualify for the Earned Income Tax Credit, the largest federal government funded anti-poverty program.

October 23, 2012, the court approved staff recommendations to provide in-kind assistance to Foundation Communities for the operation of the Community Tax Center program for the 2013 tax season in the form of printing services, sign language interpreters, and space at the South Rural Community Center in Del Valle. This license agreement formalizes the arrangement. (Please see attached memo and agreement)

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of this request consistent with the Court's past commitment to support of Community Tax Centers.

### **ISSUES AND OPPORTUNITIES:**

Please see attached memo.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must 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.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Printing services provided by Travis County are expected to cost \$6,000.  
The cost of sign language interpreters is expected to be \$13,000.

**REQUIRED AUTHORIZATIONS:**


Mary Etta Gerhardt, Assistant County Attorney  
Diana Ramirez, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Jim Lehrman, Family Support Services Division Director

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must 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.



**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  
(512) 854-4100  
Fax (512) 854-4115**

**DATE:** January 17, 2013  
**TO:** Members of the Commissioners Court  
**FROM:**   
Sherri E. Fleming, County Executive for  
Health and Human Services and Veterans Service  
**SUBJECT:** License Agreement for Community Tax Center Program

**Proposed Motion:**

Consider and take appropriate action on License Agreement between Travis County and Foundation Communities for the Community Tax Center program during the 2013 tax season.

**Summary and Staff Recommendations:**

On October 23, 2012, the court approved staff recommendations to provide in-kind assistance to Foundation Communities for the operation of the Community Tax Center program for the 2013 tax season in the form of printing services, sign language interpreters, and space at the South Rural Community Center in Del Valle. This license agreement formalizes the arrangement.

During the 2012 tax season, the Community Tax Center program assisted more than 16,227 clients, including more than 300 deaf and hard of hearing taxpayers, in preparing their tax returns. These clients were able to claim more than \$11,230,952 in Earned Income Tax Credits and \$27,608,738 in tax refunds without being charged a preparation fee. Based on IRS figures, Foundation Communities reports that the clients

they served averaged \$20,913 in adjusted gross incomes, well below the average income for the general taxpayer population.

**Budgetary and Fiscal Impact:**

Printing services provided by Travis County are expected to cost \$6,000. The cost of sign language interpreters is expected to be \$13,000.

**Issues and Opportunities:**

Travis County Commissioners Court and Travis County Health and Human Services and Veterans Service are committed to facilitating economic opportunities for all county residents.

**Background:**

Central to the Community Tax Center program's mission is the provision of free tax preparation services to households that qualify for the Earned Income Tax Credit, the largest federal government funded anti-poverty program.



**Program Partnership with Travis County Services for the Deaf & Hard of Hearing  
Tax Season 2013  
ASL Interpreters**

#  
#

**About the Community Tax Centers**

The Community Tax Centers Program provides free-income tax assistance, education and outreach to residents of Austin and the surrounding areas. Each year, volunteer income tax preparers receive IRS-based tax law training and must pass IRS certification exams in order to assist clients through this program. Volunteers help clients file federal income tax returns for the current and prior years and help clients prepare applications for Individuals Taxpayer Identification Numbers (ITIN) when required. During the 2012 filing season, 16,227 tax returns were prepared bringing in over \$27 million to the local economy in the form of refunds. Of the total refunds, over \$11 million was in the form of the Earned Income Tax Credit, our nation's largest anti-poverty program. The average income for our tax center clients in 2012 was \$20,913.31. Over 300 Deaf/HOH clients received tax preparation through appointments with ASL interpreters. Foundation Communities (a local non-profit) administers the CTC program in partnership with the Internal Revenue Service and receives federal, local and private funds to support the program.

The Community Tax Centers serve clients off all backgrounds and abilities. The Deaf/HOH population that we have been serving has been growing year-to-year due to increased outreach efforts to this population and increased awareness of our service. Eligible clients (including our Deaf/HOH clients) must have annual household incomes that do not exceed **\$50,000** and tax scenarios that volunteer income tax preparers are trained and certified to assist with.

Deaf/HOH clients who would like to schedule an appointment with an ASL interpreter will have the option of going online to schedule an appointment at [www.communitytaxcenters.org](http://www.communitytaxcenters.org), calling our appointment line number, or sending an email to [asltaxhelp@foundcom.org](mailto:asltaxhelp@foundcom.org).

**Proposal for 2013**

Foundation Communities requests that Travis County Services for the Deaf/HOH provide 2 ASL interpreters at the Community Financial Center location (2600 W. Stassney Lane) from **January 21<sup>st</sup> to April 15, 2012**. The proposed schedule is outlined below and will be adjusted according to what's approved by the County. **This schedule would allow us to provide tax preparation to 370 Deaf/HOH clients.**

Days	Proposed ASL Interpreter Schedule
Monday and Thursday	2:00 p.m. to 7:00 p.m.
Saturdays	10:00 am to 3:00 pm

#  
#

## Travis County Itemized Print Schedule for Community Tax Centers

Item	Specifications (dimensions)	Paper color	Qty	Target Rcvd Deadlines
<b>Printing Materials</b>				
Volunteer Training Packet	30 pp booklet, 8 1/2" x 11", double-sided	Pastel Yellow	300	11/18/2011
Volunteer Training packets	11 page booklet, 8 1/2" x 11", double-sided	Pastel Blue	100	11/18/2011
Volunteer Training Packet	11 page booklet, 8 1/2" x 11", double-sided	Pastel Green	100	11/18/2011
Volunteer Training Packet	7 page booklet, 8 1/2" X 14", double-sided	white	1,000	11/18/2011
Volunteer Training Packet	7 pp, 8 1/2" x 11" double-sided	white	300	11/18/2011
Volunteer Training Packet	8 pp, 8 1/2" x 11", double-sided	white	30	11/18/2011
Volunteer Training Packet	1 page, 8 1/2" x 11"	Florescent Orange	1,000	11/18/2011
Volunteer Training Packet	1 page, 8 1/2" x 11"	Florescent Yellow	1,000	11/18/2011
Volunteer Training Packet	1 page, 8 1/2" x 11", double-sided	white	1,000	11/18/2011
Volunteer Training Packet	1 page, 8 1/2" x 11"	white - color	1,000	11/18/2011
Volunteer Training Packet	9 pp, 8 1/2" x 11", double-sided	white	200	11/18/2011
Volunteer Training Packet	1 page, 8 1/2" x 11"	white	1,000	11/18/2011
Volunteer Training Packet	1 page, 8 1/2" x 11"	white	1,000	11/18/2011
<b>Printing Materials</b>				
Printing Materials	1 page, 8 1/2" x 11", double sided	pastel yellow	25,000	12/16/2011
Printing Materials	(double-sided, tri-fold) (Spanish)	white	2,000	1/4/2012
Printing Materials	(double-sided, tri-fold)	Blue	20,000	1/4/2012
<b>Printing Materials</b>				
Printing Materials	(Manila (12 X 9 inches), front side, Open Top Flap	Manila	22,000	1/4/2012
Printing Materials	(White- 12 X 9 inches), double sided, Open Top Flap	White	20,000	1/4/2012
Printing Materials	(8 1/2 "x 11" page double-sided, cut in 1/2)	White	15,000	1/4/2012
Printing Materials	(1page, English, 8 1/2" x 11", double-sided, full page)	White	16,500	1/4/2012
Printing Materials	(1 page, Spanish, 8 1/2" x 11" double-sided, full page)	White	8,500	1/4/2012
<b>Total Quantity:</b>			<b>137,030</b>	



## 2012 Filing Season Summary

Locations	# Tax Returns	Total Refunds	Total Earned Income Tax Credit
Community Financial Center	5,380	\$9,486,531	\$3,972,379
Goodwill Community Center	3,648	\$6,933,172	\$2,736,048
Workforce Solutions Capital Area	2,347	\$3,940,568	\$1,642,970
Montopolis Recreation Center	640	\$911,038	\$358,457
Allan Elementary	616	\$1,077,076	\$458,228
St. John's Recreation Center	217	\$437,074	\$183,368
Round Rock Public Library	1,470	\$2,989,805	\$1,085,201
South Rural Community Center, Del Valle	238	\$550,702	\$188,693
Workforce Solutions (Bastrop)	216	\$282,777	\$103,714
Drop-Off Service	322	\$560,921	\$213,263
Out-of-Scope/Casualty Loss	151	\$98,366	\$56,199
Prior Year Tax Services*	1,054	\$340,708	\$232,432
<b>TOTALS</b>	<b>16,227</b>	<b>\$27,608,738</b>	<b>\$11,230,952</b>

\* Comprises returns prepared for TY 2000-2011.

### Additional highlights:

- More than **600 volunteers** gave over **30,000 hours of service**
- 685 clients allocated a portion of their tax refunds to purchasing more than **\$82,000** worth of savings bonds
- Processed **147 ITIN** (Individual Taxpayer Identification Number) Applications
- Prepared more than **900 FAFSAs** (Free Application for Federal Student Aid)

### Our Year-Round Tax Center will re-open on May 29.

**Location:** The Community Financial Center  
 2600 West Stassney Lane (near Westgate)  
 Austin, Texas, 78745

For more information, call 2-1-1, or log onto [www.communitytaxcenters.org](http://www.communitytaxcenters.org)

**Thanks for your support!**



2013 PRINTING QUOTE FOR THE COMMUNITY TAX CENTER

1. New volunteer training packet	\$113.76
2. Returning Volunteer Training packets	\$33.60
3. Parameter Comparison	\$7.79
4. ITIN Training Materials	\$100.98
5. ITIN Resource Guide	\$17.32
6. Volunteer Scheduling Software Instruction Guide	\$29.92
7. Volunteer Certification Instruction Guide	\$44.98
8. 1040 Levels page	\$35.67
9. Intake Specialist Handbook	\$20.67
10. Volunteer Philosophy, Bill of Rights, Job Description	\$35.67
11. Volunteer scripts	\$8.22
12. It's my first day checklist	\$18.63
13. Volunteer Sign-in Sheets	\$10.31
14. Schedule C Initiative Training Materials	\$35.62
15. CTC General Flyer	\$334.00
16. CTC Schedule	\$292.90
17. ITIN Brochure	\$83.38
18. ITIN Flyer	\$67.20
19. ASL Flyer	\$68.80
20. FAFSA Flyer	\$57.00
21. Austin Creatives' Day	\$66.00
22. Client Sign-In Sheets	\$49.72
23. Processing and Tracking Envelope	\$1,365.53
24. Taxpayer Take-Home Envelope	\$1,821.53
25. Customer Satisfaction Sheet	\$118.23
26. Client Drop-off Sheets	\$15.84
27. Make an appointment cards	\$38.00
28. FAFSA Intake forms	\$35.67
<b>TOTAL</b>	<b>\$5,926.94</b>

**LICENSE AND AGREEMENT BETWEEN**  
**TRAVIS COUNTY AND**  
**FOUNDATION COMMUNITIES FOR**  
**OPERATION OF THE TAX PREPARATION ASSISTANCE PROGRAM**

This License and Agreement ("Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County"), and Foundation Communities ("FC"), the administrator of Community Tax Centers ("CTC"), a non-profit organization.

WHEREAS, 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 provision of that care constitutes a public purpose; and

WHEREAS, County is the owner of the South Rural Community Center ("South Center"), referred to as the "Center;" and

WHEREAS, FC desires to make certain services available to eligible clients using the facilities at the Center, and County desires to allow FC to use the Center to provide such services.

NOW, THEREFORE, County and FC, in consideration of the mutual promises herein expressed and the consideration provided for herein, agree to and with each other as follows:

**1.0 DEFINITIONS**

1.1 "Center" means the South Rural Community Center (located at 3518 FM 973, Del Valle, Texas 78617). It is understood that references to "Center" is a reference to the facility, and that all obligations and performance in this Agreement are made by County and subject to County requirements. No representative of any Center has any authority to bind County or make any representations beyond those specified in this Agreement.

1.2 "Commissioners Court" means the Travis County Commissioners Court.

1.3 "Eligible Client" means an individual determined by County to have met applicable requirements necessary to participate in the program for which services are provided under this Agreement.

1.4 "Executive Manager" means Sherri Fleming, Executive Manager of Travis County Health, Human Services and Veterans Service, or her successor or designated representative.

1.5 "Party" or "Parties" means Travis County and/or FC.

**2.0 TERM OF LICENSE.**

2.1 **Term.** The license granted under this Agreement ("License") shall cover the time period beginning January 1, 2013, and continuing through April 30, 2013.

2.2 **Timeline.** The Parties agree that the efforts set forth in this Agreement will proceed, as much as reasonably possible, according to the following timeline:

Fall, 2012	preparation, curriculum design, finalize sites, recruit volunteers by FC
November 2012	volunteer training begins, runs through February

Mid-January, 2013	Community Tax Center opens
Mid-April, 2013	Community Tax Center closes
June, 2013	results/outcomes will provided to County

2.3 **Termination**. This Agreement may be terminated by either Party by giving thirty (30) days written notice to the other Party of the intent to terminate. County may terminate this Agreement for cause with notice to FC.

### 3.0 GRANT OF LICENSE

3.1 **General Grant of License**. County hereby grants a license to FC, its employees, agents and volunteers ("FC Personnel") to enter, use and occupy the Center for the purposes and within the limitations set forth further in this Agreement.

3.2 **Use**. FC agrees to make no structural changes to any portion of the Center, and to limit its adjustments to the facilities at the Center to the superficial preparation set forth herein necessary for the effective use of the Center to provide the services outlined in this Agreement. FC agrees to leave the Center in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by County.

3.3 **Center's Personnel Protection**. FC acknowledges and agrees that FC shall be solely responsible at all times for the actions and the safety of Center's Personnel utilizing the Center under this Agreement, including, without limitation, protecting such Center's Personnel from injury or death and protecting County's property and the property of such Center's Personnel from loss or damage.

3.4 **Attachments**. The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms of this Contract.

3.4.1	Attachment A	Work Statement
3.4.2	Attachment B	Printing

### 4.0 GENERAL PROVISIONS.

4.1 **Amendment**. Any changes to this Agreement must be made in writing and signed by both Parties. FC acknowledges and agrees that no officer, agent, representative or employee of County has any authority, either express or implied, to modify or amend the terms of this Agreement unless expressly granted that specific authority by the Commissioners Court.

4.2 **Prohibitions**. There shall be no smoking in any County building at any time. FC agrees not to use any equipment or material that is intended to produce an open flame. FC shall not provide any tobacco products or alcoholic beverages at Center. FC shall not use Center for any purpose other than those set forth in this Agreement.

4.3 **Use and Repair**. FC shall not use the Center for any purpose other than that set forth in this Agreement. Further, FC shall repair or replace any damage to the Center caused by FC.

4.4 **Control of Travis County**. FC shall at all times obey the direction and commands of the Travis County Sheriff, the Executive Manager of the Travis County Administrative Operations Department, and the Executive Manager of Travis County Health, Human Services and Veterans Services (or their designated representative) while on or in the vicinity of the Center. Any disregard of the directions, restrictions, rules or regulations referenced in this Section 4.4 shall be grounds for immediate termination of this Agreement and revocation of the License granted hereunder.

4.5 **Indemnification and Claims**. FC agrees to and shall indemnify, save and hold harmless, and defend County, its agents, officials and employees from any and all claims, negligence,

**causes of action, suits and liability of any kind, loss, damages, costs, including attorneys fees or expenses, of whatever type or nature for personal injury, death, or property damage, or any cause of action, arising in whole or in part out of any and all acts of commission or omission of FC, its agents or employees or FC Personnel, arising out of or in connection with this Agreement or FC's use of the Center for which a claim, including attorneys fees, demand, suit or other action is made or brought by any person, firm, corporation or other entity against FC or County. FC shall notify County immediately in the event that any claim or action is made or brought against FC or County regarding services provided under this Agreement. FC agrees that the indemnification set forth in this Section 4.5 covers all employees, volunteers, agents, representatives and individuals provided services for FC pursuant to the terms of this Agreement.**

4.6 **Immunity.** It is expressly understood and agreed by the Parties that, in the execution of this Agreement, County does not waive nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

4.7 **Assignability.** No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party.

4.8 **Law and Venue.** This Agreement is governed by the laws of the State of Texas, and all obligations under this Agreement shall be performable in the City of Austin, Texas, or Travis County, Texas. It is expressly understood that any lawsuit, litigation or dispute arising out of or relating to this Agreement shall take place in Travis County and the City of Austin.

4.9 **Entire Agreement.** All oral and written agreements between the Parties to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

4.10 **Independent Contractor.** The Parties agree that FC is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. The relationship of County and FC under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency, but shall be an independent contractor relationship.

4.11 **Insurance.** Without in any way limiting the liability of FC or its obligations under this Agreement, FC agrees to maintain during the term of this Agreement Commercial General Liability Insurance with combined minimum bodily and property damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with County named as an additional insured. FC shall provide County with a copy from its carrier evidencing such insurance within 10 days of execution of this Agreement and prior to provision of any services under this Agreement.

4.12 **Rights and Remedies.** No act or omission by County may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. The failure of either Party to exercise any right or privilege shall not be construed as a waiver of that right or privilege. All rights of County are specifically reserved.

4.13 **FC Authority.** FC guarantees that FC possesses the legal authority to enter into this Agreement and to perform the services FC has obligated itself to perform under this Agreement.

4.14 **Compliance.** FC shall provide all services under this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable Federal, State and local orders, laws, regulations, rules, policies and certifications. FC shall not discriminate against any employee, applicant for employment or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition.

4.15 **Confidentiality.** FC shall establish a method to ensure the confidentiality of any records and other information relating to Eligible Clients in accordance with the applicable Federal, State and local laws, rules and regulations, and applicable professional ethical standards.

4.16 **Severability.** If any portion or portions of this Agreement are ruled invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

4.17 **Permits.** FC shall be solely responsible for the costs and securing of any and all permits, licenses and other certifications required for the provision of services provided under this Agreement.

## 5.0 NOTICE

5.1 **Method.** Except as otherwise stated in this Agreement, any notice required or permitted to be given under this Agreement 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 5.0, or on the third day following mailing if placed in the U. S. Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

5.2 **County Address.** The address of County for all purposes under this Agreement is:

Sherri Fleming, County Executive  
Travis County Health, Human Services and Veterans Services  
P. O. Box 1748  
Austin, Texas 78767

and

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

and

David Escamilla, Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767  
Attention: Transactions Division

5.3 **FC Address.** The address of FC for all purposes under this Agreement is:

Director of Programs  
3036 South First Street, Suite 200  
Austin, Texas 78704

## 6.0 EFFECTIVE DATE

6.1 This Agreement shall be effective January 1, 2013 when it is signed by both Parties and shall continue in full force and effect through April 30, 2013.

**FOUNDATION COMMUNITIES  
COMMUNITY TAX CENTERS**

**TRAVIS COUNTY**

BY: \_\_\_\_\_  
Alpha Balde  
Program Director and Authorized Agent

BY: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### WORK STATEMENT

#### PURPOSE

The purpose of this Agreement is to set forth the terms under which FC will provide services of a Community Tax Center at the South Rural Community Center of Travis County during the 2013 tax season, with work continuing through the Agreement Term as set forth in Section 2.1 of this Agreement. FC aims to provide free income tax preparation services of the highest quality to hard-working economically disenfranchised residents of Travis County, and to provide outreach and education related to such service. To protect the program's reputation as a quality tax preparation program, and to provide good stewardship of the investments of donors, supporters and volunteers, Foundation Communities and Travis County, through the facilities located at the South Rural Community Center, agree to act cooperatively in this endeavor under the terms set forth in this Agreement.

#### GENERAL SERVICES - COMMUNITY TAX CENTER

A project of Foundation Communities, the Community Tax Center program is supported by private, local and federal funds and in-kind resources to conduct outreach and provide free income tax filing assistance to eligible residents in Central Texas. Support and technical assistance from the Internal Revenue Service enable FC to train and certify volunteer income tax preparers to provide these services at select locations throughout the Central Texas area. FC program-wide goals for the 2013 tax season are as follows:

- To serve families making less than \$50,000 per year and individuals making less than \$25,000 per year
- To assist eligible clients in completing tax returns and claiming refunds and credits for the families and individuals served
- To incorporate the use of tax refunds into an over-all asset-building strategy
- To ensure the highest quality of income tax preparation
- To provide stellar customer service and support, and
- To obtain data integral to program evaluation, planning and resource development

FC relies on over 600 IRS-Certified volunteer preparers to help residents meet their federal tax filing obligations, claim all refunds and tax credits to which they are entitled and to save money on tax preparation fees. FC will ensure that all individuals providing these services will be appropriately trained and certified.

FC agrees to maintain confidentiality of all eligible client information gathered in the provision of services under this agreement.

#### COUNTY SOUTH RURAL COMMUNITY CENTER'S RESPONSIBILITIES

##### **A. Building and Facilities Access**

1. South Rural Community Center ("Center") will be open during specified hours for free income tax preparation services on or about January 22, 2013, and will remain open and available during those hours for free tax preparation services through April 15, 2013.

2. Center agrees to provide FC use of the Activity Room for tax preparation, client intake and a waiting area without charge to FC. The facilities shall be used for tax preparation, client intake and as a waiting area only.

3. The facilities will be available for regular use by FC during the normal weekday hours of Center operation. In addition, the Center will be available to FC on Saturdays from 9:00 a.m. to 4:00 p.m. during the term of this Agreement.

4. Center will provide chairs and tables, as needed and as available, for use in the above mentioned space.

5. Center will provide access to a secured storage area for tax preparation supplies and additional laptops provided by FC. FC will be responsible for ensuring the storage of supplies and equipment in the secured space provided when not in use, and understands and agrees that County is not responsible or liable in any way for such supplies and equipment, and does not guarantee the safety or security of any such equipment or supplies.

6. FC understands that special events may render the designated spaces unavailable on certain days during the 2013 tax season. Center will promptly notify FC about days the space will not be available, and, when possible, provide other space. If other space is not available, services will not be provided on those days.

7. Holidays. Center's facilities will not be available for use on the following County holidays:

Martin Luther King, Jr. Day	January 21, 2013
Presidents' Day	February 18, 2013

8. Center will allow FC staff reasonable access during normal business hours to the above referenced spaces to set up and test computer equipment, networks, and to coordinate set-up and closing procedures and post signage. FC will make prior arrangements with Center's staff as to the specific dates and times for such access.

9. Center will give FC approximately one week, or through April 30, 2013, to withdraw all FC equipment and supplies upon the conclusion of the 2013 Tax Season.

**B. Marketing/Outreach Support.** County will assist FC in promoting services provided under this Agreement prior to and during the 2013 Tax Season as follows:

1. Center will provide education as determined by Center to clients about the FC program.

2. Center will work with the FC Outreach and Education Coordinator to promote the CTC program to the local community within the policies and procedures of County.

3. Center will allow FC to display mobile/temporary signage of FC within and outside the building on County property. Such signage will include banners, posters, and small signs staked only on County property. Center's staff will be provided copies of all such signage and FC will receive approval prior to posting.

4. County understands that FC will be seeking program sponsors to defer the costs of providing free tax preparation services and agrees to allow temporary/mobile signage on the County premises for these sponsors within County policy and procedure limits, and with previous approval by County of those signs.

5. County will provide interpreters for deaf and hard of hearing clients within the capacity of County budget, as determined by County. FC will provide County with information concerning appointments where such services will be needed in advance of such appointments. Interpreters will be provided by County as available. It is expected that County will provide interpreter services with an estimated value of \$ 13,000.00.

**C. Communications and Information Technology**

1. The Parties understand and agree that access to communications technology is critical to the delivery of FC services. Center will facilitate access to available technological support and/or infrastructure within the limits of County policies, procedures and ability.

2. Center will allow FC access to the equipment necessary to network computers and maintain a reliable connection to the internet within the reasonable capability of the County as determined by County staff.

**D. Eligibility.** Eligible Clients will be those clients who reside in Travis County and make less than \$50,000 per year for a family and less than \$25,000 per year for an individual.

**E. Printing.** County will provide printing according to the schedule and requirements set forth in Attachment B, "Printing," as may reasonably be provided under the restrictions and other demands upon the County printing resources. County will work with FC in providing the requested printing within the requested schedules and will make its best effort to meet those deadlines within County capabilities. County cannot guarantee each and every printing requirement will be done according to the specifics set forth, but will make its best effort to meet FC's needs in this area. County expects to provide printed materials (247,960 images) under this Agreement valued at an amount not to exceed \$6,000.00.

**FC RESPONSIBILITIES**

**A. Services.** FC recognizes the value of the space and assistance offered by Center and agrees to provide services as follows:

1. FC will prepare tax returns for all Eligible Clients requesting services as long as the type of return falls within the scope of FC volunteer training and as long as the Eligible Client meets the eligibility criteria set forth above.

2. FC will hire a Tax Center Manager to work closely with the Center's staff and who will be responsible for maintaining the security of all spaces used by FC. This Manager will be present at all times that FC services are being provided at the Center.

3. FC will ensure that FC staff abides by the policies and procedures set forth by the County and the Center.

4. FC will ensure that all FC personnel have the necessary qualifications to provide services and that all services are provided in a timely manner by qualified FC personnel who meet or exceed applicable training, licensing and regulatory and professional and ethical standards.

5. FC will create and maintain records for Eligible Clients provided services under this Agreement including information on which FC relies to determine eligibility, records and reports as necessary to evaluate the effectiveness of the services provided under this Agreement and all other records related to performance under this Agreement as reasonably requested by County. Such records shall be maintained for three (3) years, or until any issues, complaints or legal proceedings related to this Agreement are resolved, whichever is later. County will be provided with copies of final reports of FC's performance under this Agreement showing, at a minimum, the number of Eligible Clients served, the service provided, the number of tax returns completed and filed, and the amount of refunds or credits requested and/or received on behalf of Eligible Clients. County will be provided access to all records created and maintained pursuant to this Agreement.

**B. Buildings and Facilities Usage**

1. FC will cover the costs involved with any outlet, wiring or cabling installations in the computer room that are crucial to FC operations. FC will provide County with a written request for such



needs at least one week prior to beginning of services to enable County sufficient time to evaluate the request and provide FC with an invoice for the related costs, including any costs related to returning the facilities to previous condition after the end of this Agreement. FC will provide payment to Travis County prior to the work being performed.

2. FC will assure that all spaces utilized by FC are returned to their original conditions at the conclusion of each day.

3. FC will assure that all equipment (tables and chairs) provided by Center is returned in the original/satisfactory condition, as determined by County, at the conclusion of operations under this Agreement.

**C. Marketing and Outreach Coordination**

1. FC will develop and provide the promotional materials (including print, indoor and outdoor signage, and web-based materials) to publicize the Community Tax Center program through the various channels offered by the Center. FC will provide Center with copies of such materials sufficiently prior to beginning of services to allow County time to review and approve such materials and to make such materials available in the desired format.

2. FC will recognize Travis County and Center as a community partner in promotional materials for the 2013 Tax Season.

**ATTACHMENT B**

**PRINTING**

1. New volunteer training packet	\$ 113.76
2. Returning Volunteer Training packets	\$ 33.60
3. Parameter Comparison	\$ 7.79
4. ITIN Training Materials	\$ 100.98
5. ITIN Resource Guide	\$ 17.32
6. Volunteer Scheduling Software Instruction Guide	\$ 29.92
7. Volunteer Certification Instruction Guide	\$ 44.98
8. 1040 Levels page	\$ 35.67
9. Intake Specialist Handbook	\$ 20.67
10. Volunteer Philosophy, Bill of Rights, Job Description	\$ 35.67
11. Volunteer scripts	\$ 8.22
12. It's my first day checklist	\$ 18.63
13. Volunteer Sign-in Sheets	\$ 10.31
14. Schedule C Initiative Training Materials	\$ 35.62
15. CTC General Flyer	\$ 334.00
16. CTC Schedule	\$ 292.90
17. ITIN Brochure	\$ 83.38
18. ITIN Flyer	\$ 67.20
19. ASL Flyer	\$ 68.80
20. FAFSA Flyer	\$ 57.00
21. Austin Creatives' Day	\$ 66.00
22. Client Sign-In Sheets	\$ 49.72
23. Processing and Tracking Envelope	\$1,365.53
24. Taxpayer Take-Home Envelope	\$1,821.53
25. Customer Satisfaction Sheet	\$ 118.23
26. Client Drop-off Sheets	\$ 15.84
27. Make an appointment cards	\$ 38.00
28. FAFSA Intake forms	\$ 35.67
<b>TOTAL</b>	<b>\$5,926.94</b>