



Travis County Commissioners Court Agenda Request

Meeting Date: November 4, 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

AGENDA LANGUAGE:

Consider and Take Appropriate Action on the Agreement between Foundation Communities related to the Operation of its Tax Preparation Assistance Program for Eligible Residents during the 2015 Tax Season:

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On October 14, 2014, the Court approved the request to provide in-kind support to Foundation Communities. The agreement defines the terms of the in-kind support for the 2015 tax season. See attached

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

	FY 2014	FY 2013	FY 2012	FY 2011
Printing	\$4,109.00	\$6,000.00	\$6,000.00	\$5,502.00
Interpreters	\$22,682.77	\$18,930.00	\$13,987.25	

While staff estimated the not exceed at \$15,000 in previous year's expenditures for interpreters, the cost has increased to \$22,682.77 as of last fiscal year.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt

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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.

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

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, FC desires to make certain services available to eligible Travis County clients and County desires to provide assistance to FC in providing 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 "Commissioners Court" means the Travis County Commissioners Court.

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

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 "Financial Center" means the FC Community Financial Center located at 2600 Stassney Lane, Austin, Texas, 78745. It is understood that references to "Financial Center" is a reference to the portions of the Financial Center utilized under this Agreement.

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

2.0 TERM OF AGREEMENT.

2.1 **Term.** The term of this Agreement ("License") shall cover the time period beginning November 1, 2014, and continuing through April 30, 2015.

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, 2014	preparation, curriculum design, finalize sites, recruit volunteers by FC
November 2014	volunteer training begins, runs through February
Mid-January, 2015	Community Tax Center opens
Mid-April, 2015	Community Tax Center closes
June, 2015	results/outcomes will provided to County

2.3 **Termination.** This Agreement may be terminated without cause 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 written notice to FC specifying the date of termination.

3.0 CENTER SERVICES

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 **Value.** County expects to provide services under this Agreement in an amount not to exceed the following:

4.1.1	Printing	\$ 4,109.00
4.2.3	Deaf Interpreter	\$ 22,682.77
4.2.3	Total	\$ 26,791.77

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 **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.

4.3 **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.

4.4 **Assignability.** FC may not assign any of the rights or duties created by this Agreement without the prior written approval of County.

4.5 **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.

4.6 **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.

4.7 **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.

4.8 **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, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards.

4.9 **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.

4.10 **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. The person or persons signing this Agreement, or representing themselves as signing this Agreement guarantees that he/she has been duly authorized to sign this Agreement on behalf of those participating under the terms of this Agreement and to bind FC validly and legally to all terms, performances, and provisions in this Agreement.

4.11 **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.

4.12 **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.

4.13 **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.

4.14 **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 November 1, 2014, when it is signed by both Parties and shall continue in full force and effect through April 30, 2015.

**FOUNDATION COMMUNITIES
COMMUNITY TAX CENTERS**

TRAVIS COUNTY


BY: _____
Karen Serna
Program Director and Authorized Agent

BY: _____
Samuel T. Biscoe
Travis County Judge

Date: October 20, 2014

Date: _____

ATTACHMENT A

WORK STATEMENT

Program Contact:
Karen Serna, Director of Asset Building Programs
2600 West Stassney Lane, Austin, TX 78745
Karen.Serna@foundcom.org
512-610-4022

The Community Tax Center

The Community Tax Centers Program, a program of local non-profit Foundation Communities, provides free income tax assistance and education to residents of Travis County 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. The 2014 filing season was a record-breaking one. Between January and April, FC prepared 19,689 returns representing a 7% growth over the prior year. The tax centers returned over \$35 million to the local economy. OF the total refunds, over \$19.2 million was in the form of the Earned Income Tax Credit, our nation's largest anti-poverty program. The average income for the FC tax center clients in 2014 was \$21,500. Helping families save money on commercial tax preparation fees is particularly important in these trying times. The demand for FC services has never been greater.

The purpose of this Agreement is to set forth the terms under which FC will provide services during the 2014 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.

Eligibility

To be eligible to receive FC services, households must have incomes at or below \$50,000 and have tax scenarios that our volunteer tax preparers are trained and certified to assist with. FC administers the tax center program in partnership with the Internal Revenue Service (FC is a Volunteer Income Tax Assistance or VITA site), and receives federal local and private funds to support the program.

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
- Provide one-on-one counseling from a volunteer financial coach to help guide clients in the best use of their refund.

- Provide assistance from FAFSA (Free Application for Federal Student Aid) preparers who will help with completion of FAFSA and provide guidance on navigating the confusing world of financial aid.

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 Services

A. **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 under this Agreement valued at an amount not to exceed \$4,109.00.

B. **Deaf Interpreters.** FC has increased outreach to the Deaf/HOH population leading to a growth in assistance made available to that population. Deaf/HOH clients who would like to schedule an appointment with an ASL interpreter have the option of going online to schedule an appointment at www.communitytaxcenters.org, calling our the appointment line number or sending an email to appts@foundcom.org. Close to 400 Deaf/HOH clients receive tax preparation through appointments with ASL interpreters provided by Travis County. County will provide 2 ASL interpreters at the Community Financial Center location from January 19th, 2015, to April 15th, 2015 to assist with tax preparation, financial coaching and FAFSA preparation appointments. The proposed schedule is outlined below and will be adjusted according to approval by County. This schedule would allow services to be provided to approximately 450 Deaf/HOH clients.

DAYS
Mondays, Tuesdays, Wednesdays and Thursdays

Proposed ASL Interpreter Schedule
2:00 p.m. to 7:00 p.m.

County expects to provide interpreters under this Agreement valued at an amount not to exceed \$22,682.77.

FC RESPONSIBILITIES

A. **Services.** FC agrees to provide services within the following general guidelines:

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 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.

3. 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.

4. Locations. FC expects to serve over 20,000 clients at six locations (five in Travis County) which collectively will be open 240 hours per week from the end of January through the filing deadline of April 15, 2015. The anticipated sites are:

The Community Financial Center (will serve 7,300)
2600 West Stassney Lane, Austin, Tx. 78745

Lifeworks East Office (will serve 2,265)
835 N. Pleasant Valley Rd., Austin Tx. 78702

Highland Mall (will serve 5,800)
6001 Airport Blvd., Austin Tx. 78752

IDEA Allan (will serve 1,000)
1701 Vargas Road, Austin, Tx. 78741

Camp Mabry (will serve 125)
2200 W. 35th St., Austin, Tx. 78703

Additionally, FC will continue to offer drop-off return preparation, self-preparation software, and a site at the Round Rock Public Library.

ATTACHMENT B

PRINTING

2015 Travis County Itemized Print Schedule for Community Tax Centers

Item	Dimensions	Pages of Text	Double-Sided?	Paper Color	Qty	Target Rec'd Deadline
1. CTC Locations and Schedule Flyer	8 ½" X 11" Open top flap Print front side only	2	yes	Pastel yellow	35,000	11/15/2014
2. Processing and Tracking Envelope	12 X 9 " Open top flap, Print front side only	1	no	Manila	26,000	1/3/2014
3. Taxpayer Take-home Envelope	12 X 9" Open top flap Print English front side & Spanish back side	2	yes	White	26,000 Total Quantity: 87,000	1/3/2014

VALUE:

1.	\$ 889.00
2.	\$ 1,550.00
3.	\$ 1,670.00
TOTAL:	\$ 4,109.00