

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Community and Human Development

AGENDA DATE: November 29, 2011

CONTACT PERSON NAME AND PHONE NUMBER: William Lilly, 541-4241

DISTRICT(S) AFFECTED: 2

SUBJECT:

That the City Manager be authorized to sign a grant contract between the City of El Paso and El Paso Affordable Housing Credit Union Service Organization ("Grantee") to fund Grantee's operation of a Volunteer Income Tax Assistance (VITA) program site in the Lower Dyer Neighborhood Revitalization Strategy Area ("Lower Dyer NRSA") for the benefit of low to moderate-income Lower Dyer NRSA residents, in furtherance of the strategy's goal of promoting long-term physical, economic and social revitalization of the Lower Dyer neighborhood; the funding source being a \$20,000.00 restricted fund donation provided by State Farm Bank to the City for this designated purpose.

BACKGROUND / DISCUSSION:

The City received a \$20,000.00 grant from State Farm Bank to implement a VITA program in our Lower Dyer neighborhood. No VITA program site currently exists within this neighborhood. Overseen by the Internal Revenue Service and facilitated by community organizations throughout the nation, VITA programs assist taxpayers in completing their annual tax returns at no cost. To do so, certified student volunteers receive training from the IRS to help prepare basic tax returns. Clients are not charged any fee for receiving this service.

The Lower Dyer neighborhood represents a population with 78% of persons of low- to moderate-income. To address this income disparity, among several other demographic and service disparities, the City of El Paso formalized a revitalization strategy for this neighborhood in January 2008. The VITA services are intended to assist this neighborhood in receiving no-cost quality tax services. Not only do individuals save money out-of-pocket but also avoid predatory instant tax-refund services.

PRIOR COUNCIL ACTION:

None.

AMOUNT AND SOURCE OF FUNDING:

This item will be funded by \$20,000.00 of grant funds provided by State Farm Bank designated for the use of implementing the Lower Dyer Neighborhood Revitalization Strategy.

BOARD / COMMISSION ACTION:

None.

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a grant contract between the City of El Paso and El Paso Affordable Housing Credit Union Service Organization ("Grantee") to fund Grantee's operation of a Volunteer Income Tax Assistance (VITA) program site in the Lower Dyer Neighborhood Revitalization Strategy Area ("Lower Dyer NRSA") for the benefit of low to moderate-income Lower Dyer NRSA residents, in furtherance of the strategy's goal of promoting long-term physical, economic and social revitalization of the Lower Dyer neighborhood; the funding source being a \$20,000.00 restricted fund donation provided by State Farm Bank to the City for this designated purpose.

APPROVED AND ADOPTED this _____ day of _____, 2011.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

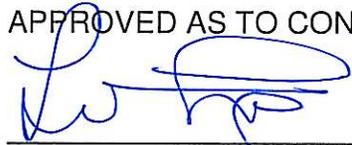
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:



William L. Lilly, Director
Community and Human Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT

THIS CONTRACT is entered into by and between the **CITY OF EL PASO**, a home-rule municipal corporation in the State of Texas (the "City") and **EL PASO AFFORDABLE HOUSING CREDIT UNION SERVICE ORGANIZATION (EP AHCUSO)**, a non-profit organization doing business in the State of Texas ("Grantee").

RECITALS:

A. On January 15, 2008, the City adopted a comprehensive neighborhood revitalization program for the Lower Dyer neighborhood, one of the City's most distressed neighborhoods.

B. The Lower Dyer Neighborhood Revitalization Strategy Area ("Lower Dyer NRSA") entails a holistic, comprehensive strategy to promote the long-term physical, economic and social revitalization of the Lower Dyer neighborhood, and is to be accomplished by focusing local resources, as well as other public and private grants, resources, and programs on revitalization efforts.

C. On September 8, 2011, the City received a \$20,000 restricted fund donation from State Farm Bank for the purpose of providing funding for a Volunteer Income Tax Assistance (VITA) program site in the Lower Dyer NRSA. The proposed VITA program site will provide free tax preparation services to low and moderate-income residents of the Lower Dyer NRSA, to include screening for special tax credits like the Earned Income Tax Credit (EITC).

D. Locating a VITA program site in the Lower Dyer NRSA will: (1) provide an alternative to high-fee tax preparation services and predatory lending in the form of expensive rapid refund loans; and (2) provide an opportunity to distribute financial literacy information to Lower Dyer NRSA residents on the benefits of checking and savings accounts, which in turn will reduce reliance on predatory lenders in the community.

E. Grantee is a non-profit organization and local credit union service organization that has the capacity and the expertise to operate a VITA program in the Lower Dyer NSRA.

NOW, THEREFORE, the City and Grantee, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

SECTION 1. CONTRACT PERIOD

This Contract shall commence on December 15, 2011 and shall terminate on May 30, 2012, unless otherwise specifically provided by the terms of this Contract or terminated sooner in accordance with the terms and conditions of this Contract.

CITY CLERK DEPT.
2011 NOV 23 AM 11:07

SECTION 2. PROJECT SCOPE

- A. Grantee shall perform all activities as specifically set forth in the Project Scope, attached hereto as Exhibit "A" and incorporated herein for all purposes, to be performed in the designated project area, as more specifically described in Attachment 2, attached hereto and incorporated herein for all purposes.
- B. The City designates the Neighborhood Services Coordinator, Neighborhood Services Division, Community and Human Development Department, as Grantee's primary contact during the term of this Contract.

SECTION 3. COMPENSATION AND REPORTING

- A. In consideration for Grantee's performance of the activities identified in Exhibit "A", the City agrees to pay an amount not to exceed TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00).
- B. Subject to the terms and conditions of this Contract, payment shall be made in accordance with the following requirements:
 - (1) Grantee shall submit to the City an expense report, as identified in Exhibit "A", on a monthly basis for services performed and expenses incurred in the previous calendar month. All reports submitted by Grantee must be supported and accompanied by valid invoices or other supporting documentation of financial liability acceptable to the City. Expenses must be in conformity with the approved budget in Attachment 1, attached hereto and incorporated by reference herein for all purposes.
 - (2) In no event shall Grantee exceed the lesser of Grantee's costs attributable to the work performed, or the monetary limits described in Attachment 1, nor shall the City pay for expenses or services which are or will be paid by another funding source or for services which are not performed. However, Grantee may make transfers of funds between or among budget categories, as contained in Attachment 1, subject to the approval of the Director of Community and Human Development ("Director") provided that:
 - a. The dollar amount of all transfers among existing categories is equal to or less than twenty percent (20%) of the total amount of this Contract;
 - b. The transfer will not change the scope or objective of the services funded under this Contract; and
 - c. Grantee submits a Budget Revision Report to the City. Budget revisions must contain a complete explanation and justifications for the changes made, and are subject to the approval of the Director.
 - (3) Only those costs which are allowable under the terms of this Contract and the approved Budget shall be authorized. Budget line items (Attachment 1)

represent the maximum amount which may be billed under each line item. A lesser amount may be billed by Grantee.

(4) All expense reports are subject to the approval of the Director and the City shall thereafter make payment of the approved amount within thirty days of receipt of the request. Any payments by the City for expenses subsequently determined by the Director not to be in conformity with the approved budget in Attachment 1 shall be recaptured and repaid by Grantee within sixty (60) days from the date of the determination notice. Failure to make a required recapture payment will be deemed an event of default, and subject to the termination for cause provisions in Section 12.

- C. Except as specifically set forth in this Contract and its attachments, all costs related to the completion of the performance activities contained in Exhibit "A" shall be borne by Grantee and not passed on to the City or otherwise paid by the City.
- D. Any durable equipment purchased under this Contract shall be retained by the City within 30 days of termination of the Contract.

SECTION 4. REPRESENTATION OF GRANTEE

Grantee represents, warrants and agrees as follows:

- A. It will comply with all applicable federal, state and local governmental laws, rules, regulations and all provisions of the City of El Paso Charter and Code of Ordinances, now existing or as may be amended, in the performance of its duties under this Contract.
- B. It shall obtain and pay for all licenses, permits and certificates required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. Grantee warrants that it is duly authorized and licensed to perform its duties hereunder in each jurisdiction in which it will act. It further warrants that its employees, agents and subcontractors shall maintain all required professional licenses during the term of this Contract. If Grantee receives notice from a licensing authority of a suspension or revocation of a license of Grantee's employee(s), agent(s) or subcontractor(s), the Grantee shall immediately remove such employee, agent or subcontractor from performing any further services under this Contract until such license is reinstated and in good standing. If the Grantee fails to maintain such licenses or fails to remove any employee, agent or subcontractor who performs services under this contract whose license has expired or been revoked or suspended, the City shall be entitled, in its sole discretion, to immediately terminate this Contract upon notice to the Grantee.
- C. It warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide

employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

- D. The Grantee is an independent contractor and is responsible for its respective acts or omission, and the City shall in no way be responsible as an employer to Grantee's employees or agents who perform service in connection with this Contract.
- E. Neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.
- F. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- G. Grantee represents and warrants that the person executing this Contract and all documents related thereto has the authority to commit Grantee to the obligations, financial and otherwise, required by this Contract.

SECTION 5. CONFIDENTIAL WORK

- A. Grantee recognizes that all materials to be prepared hereunder and all data received by Grantee shall be kept in strictest confidence. Grantee shall not divulge such confidential information except as approved in writing by the City or as otherwise required by law.
- B. Grantee shall establish a method to secure the confidentiality of records or information that Grantee may have access to in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the City's or its authorized representatives, right of access to records or other information under this Contract.
- C. The confidentiality of records and any other records related to the performance of this Contract will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code.

SECTION 6. FORM, ACCESS, AND RETENTION OF RECORDS

- A. Grantee shall prepare and maintain files, books, and records, including property, personnel and financial records, as they pertain to costs incurred, audits, administration, activities and functions, and recordkeeping, in connection with the services to be performed under this Contract and shall document all transactions

and services performed under this Contract. These records shall be maintained for a period of three (3) years after the termination or expiration of this Contract.

- B. The City or any authorized representative shall have a right of access to make copies of and a right to examine all records, files, books, papers, or documents which are deemed pertinent to the performance of this Contract, with the exception of private documents provided by or for clients receiving tax preparation assistance, including any information that directly or indirectly identifies a taxpayer such as tax returns or tax return information. Copying and auditing will be performed at a reasonable time and place, such as during Grantee's usual business hours, and at Grantee's principal place of business or office. This right shall continue for three (3) years after termination or expiration of this Contract. The City or its authorized representative may additionally request the copying, mailing and/or electronic transmission of records by Grantee.

- C. City reserves the right on its behalf to perform, or have their designees perform, a periodic on-site and desk audit monitoring of Grantee's compliance with the provisions of this Contract. The monitoring shall be conducted in a reasonable time, place and manner by the City. Grantee shall provide the assistance and information needed by the City in monitoring and evaluating the performance of the above-mentioned areas of accountability. It is understood that the City, or its designee, may perform periodic fiscal and programmatic monitoring reviews, including a review of any audit conducted by Grantee. The City, or its designee, may request the copying, mailing, and/or electronic transmission of Grantee's records in connection with an on-site or desk audit monitoring.

SECTION 7. NONDISCRIMINATION

No person in the United States shall, on the grounds of race, creed, color, national origin (including immigration status where an alien holds proper work authorization), sex, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to segregation or discrimination in any way, shape or form in employment or under projects or activities funded in whole or in part with funds made available to Grantee pursuant to this Contract, as set forth in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and implementing regulations at Title 24 CFR Part 1; Age Discrimination Act of 1975 (42 U.S.C. Sections 6101-07) and implementing regulations at Title 24 CFR Part 146; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) and implementing regulations at Title 24 CFR Part 8.

SECTION 8. CONFLICT OF INTEREST

Grantee covenants that during the term of this Contract, Grantee, its associates, officers and employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Contract and that none of its paid personnel shall be employees of the City or have any contractual relationship with the City. The conflict of interest provision herein applies to any person

who is an employee, agent consultant, officer, or elected official or appointed official of the City, or any designated subcontractor which will receive funds under this Contract

SECTION 9. INDEMNIFICATION AND INSURANCE

- A. The City shall not be subject to any obligations or liabilities of Grantee incurred in the performance of this Agreement. **GRANTEE EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND CITY'S ELECTED OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY OR COLLECTIVE, FOR ANY AND ALL LIABILITIES AND OBLIGATIONS INCURRED DUE CONSULTANT'S (OR ITS AGENT'S) NEGLIGENT ACTS OR ANY OMISSION TO ACT, ANY ACTIONS OUTSIDE ITS SCOPE OF AUTHORITY UNDER THIS AGREEMENT, OR ANY BREACH OF CONTRACT OR OTHER CLAIMS AGAINST GRANTEE OR ITS EMPLOYEES, OFFICERS, SUBCONTRACTORS, AGENTS OR AGENCIES, ALL, WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON OR ENTITY.**
- B. Grantee shall purchase and maintain in effect throughout the term of this Contract, a policy of general liability insurance from an insurance company authorized to do business in the State of Texas and as approved by the City, in minimum coverage amounts of not less than \$250,000 per person for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Grantee shall produce a copy of the insurance polic(ies), which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage limits, and terms and provisions shown thereon, incorporating the above requirements, to the City prior to the effective date of this Contract. Further, the insurance policy must contain endorsements which: (1) name the City as an additional insured and (2) include the City, as additional insured, under its cancellation clause, providing thirty (30) days prior written notice of cancellation or non-renewal to all insured, except for cancellation for non-payment of premium. Notwithstanding the foregoing, Grantee shall give written notice to the City within five (5) days of receipt of any notice of policy cancellation or non-renewal. Grantee shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

SECTION 10. CANCELLATION BY THE CITY

The City shall have the right to cancel for default all or any part of the undelivered portion of this order if Grantee breaches any of the terms hereof including warranties of Grantee or if Grantee becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that the City may have in law or equity.

SECTION 11. GRATUITIES

The City may, by written notice to Grantee, cancel this Contract without liability to Grantee if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Grantee, or any agent or representative of the Grantee to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this Contract is canceled by the City, pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Grantee in providing such gratuities.

SECTION 12. TERMINATION

This Contract may be terminated in whole or in part under any one of the following circumstances:

TERMINATION FOR CONVENIENCE: Either party may terminate this Contract upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. Such right of termination is in addition to and not in lieu of rights of the City set forth herein. In the event of termination by the City, Grantee shall not be entitled to lost or anticipated profits. The end of the term of contract, unless extended, is pursuant to provisions of the Contract.

TERMINATION FOR CAUSE: Either party may terminate its performance under this Contract in the event of default by the other party and a failure by that party to cure such default after receiving notice thereof, all as provided in this Section. Default shall occur if a party fails to observe or perform any of its duties under this Contract. Should such a default occur, the injured party may deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such proposed date of termination may not be sooner than the 30th day following receipt of the notice. The injured party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the defaulting party cures such default, then the proposed termination shall be ineffective. If the defaulting party fails to cure such default prior to the proposed date of termination, then the injured party may terminate its performance under this Contract as of such date.

FORCE MAJEURE: By reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure, as employed herein, shall

mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty. If a party is unable to comply with the provisions of this Contract by reason of Force Majeure for a period beyond 30 days after the event or cause relied upon, then upon written notice after the thirty (30) days, the City reserves the right to cancel this Contract without any further liability.

EFFECTS OF TERMINATION: All duties and obligations of the City and the Grantee shall cease upon termination or expiration of this Contract, except that:

All provisions of this Contract that expressly or impliedly contemplate or require payment or performance after the expiration or termination of this Contract shall survive such expiration or termination. Any unpaid obligation due and owing, by either party, as of the date of termination, shall continue to be due and payable.

SECTION 13. RIGHT OF ASSURANCE

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

SECTION 14. ASSIGNMENT

Neither party may assign its rights or obligations under this Contract without the prior written consent of the other party hereto. Any attempted assignment or delegation by either party shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

SECTION 15. SUBCONTRACTORS

Grantee may not subcontract with other entities to provide services required to be performed under this Contract without first obtaining prior written consent from the City, except for the position of the site coordinator, as provided in Attachment 1.

SECTION 16. SURVIVAL

Grantee shall remain obligated to the City under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of this Contract, including but not limited to the Indemnification provisions hereof.

SECTION 17. AMENDMENT & WAIVER

The parties may amend this Contract at any time by mutual consent of the parties. Unless otherwise provided herein, this Contract may be amended only by written instrument duly executed on behalf of the City and Grantee. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

SECTION 18. ENTIRE CONTRACT

This Contract, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto relating to the Contract. There exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Contract confers no rights on any person(s) or business entity(s) that is not a party hereto. This Contract shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Contract.

SECTION 19. APPLICABLE LAW & VENUE

This Contract shall be governed by the laws of the State of Texas along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso. Both parties agree that venue for any litigation arising from this contract shall lie in El Paso, El Paso County, Texas.

SECTION 20. ADVERTISING

Grantee shall not advertise or publish, without the Director's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government or any request under the Texas Public Information Act.

SECTION 21. LEGAL CONSTRUCTION

Every provision of this Contract is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract. Where the context of the Contract require, the singular shall include the plural and the masculine gender shall include feminine. The captions of various sections of the Contract are for convenience of reference only, and shall not alter the terms and conditions of this Contract.

SECTION 22. NOTICES

All notices, communications and reports under this Contract shall be either hand delivered or mailed postage prepaid in the United States Postal Service, to the

respective parties at the respective addresses shown below, unless and until either party is notified in writing:

CITY: City of El Paso
Department of Community and Human Development
c/o Mark Weber, Interim Neighborhood Services Coordinator
Two Civic Center Plaza, 2nd Floor
El Paso, TX 79901-1196

GRANTEE: El Paso Affordable Housing CUSO
6801 Viscount Blvd
El Paso, TX 79925
ATTN: Larry Garcia, Executive Director

SECTION 23. COUNTERPARTS

This Contract may be executed in one or more counterparts; signature pages may be detached from such separately executed counterparts and reattached to other counterparts, each of which counterparts when executed and delivered shall be an original and all of which shall together constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this _____ day of _____, 2011.

CITY OF EL PASO:

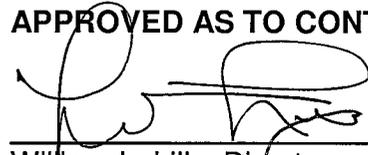
Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:



William L. Lilly, Director
Community and Human Development

**GRANTEE:
EL PASO AFFORDABLE HOUSING
CREDIT SERVICE ORGANIZATION**

By: _____
Larry Garcia, Executive Director

EXHIBIT "A"

SCOPE OF SERVICES

The purpose of the Exhibit is to delineate the program requirements for the **LOWER DYER VOLUNTEER INCOME TAX ASSISTANCE (VITA) PROGRAM**, hereinafter referred to as "Program."

- I. The Program will provide the following services:
 - A. Provide a location in the Lower Dyer neighborhood for the VITA site for a minimum of four (4) months, hereinafter referred to as the "project site."
 - B. Provide tax assistance to a minimum of two hundred (200) residents at the project site, and provide financial literacy information to those clients.
 - C. Provide personnel to include one (1) VITA site coordinator, one (1) tax preparer and one (1) quality control reviewer during all site operations.
- II. Records and Reports
 - A. The following reports shall be provided by El Paso Affordable Housing Credit Union Service Organization on the required forms by the twentieth (20th) day of each month and shall describe the previous month's Program activities and expenditures. Upon receipt of the reports, Community Development staff will review the reports for accuracy. All reports attributable to the Program must be submitted by May 20, 2012 or they will not be considered.
 - Attachment A: Expense Report – An accurate financial account of the use of the funds under this contract (must include backup documentation);
 - Attachment B: Scope of Services Report – A report of the program's monthly service activities, progress, and number of persons served each month; accurately reporting information pertaining to the scope of services provided (must include backup documentation);
 - Attachment C: Employee Monthly Time Report (must include backup documentation);
 - Attachment D: Budget Revision Report – A request for alteration of budget line items. (This report should only be submitted when a transfer is needed);

Attachment E: Outcome Report – (only to be submitted with the final report).

B. Additional informative materials may be attached to the above reports.

III. Administrative Requirements

A. Outcome Statement: In implementing this program:

- At least 200 individuals will receive income tax assistance.
- Program shall endeavor to promote VITA site and assistance through English and Spanish media as well as directly in the neighborhood.
- AHCUSO staff and/or VITA staff will attend City meetings and will be prepared to report on the progress of the program when requested.

SUMMARY SCHEDULE

**LOWER DYER VOLUNTEER INCOME TAX ASSISTANCE PROGRAM BUDGET
REQUEST**

Do not include In-Kind Contributions in line item totals

COST COMPONENT	FUNDING REQUEST	OTHER CASH RESOURCES	VALUE OF IN-KIND CONTRIBUTIONS	TOTAL PROJECT COST (no In-Kind)
Stipends	\$10,000			\$10,000
Fringe Benefits				
Mileage	\$3,000			\$3,000
Professional Services/Consultants				
Rent	\$2,500			\$2,500
Telephone				
Utilities/Occupancy Expenditures				
Insurance	\$1,500			\$1,500
Postage/Shipping	\$500			\$500
Advertising	\$500			\$500
Travel-Long Distance				
Local Confer/Mtgs./Conventions				
Printing/Publications				
Office Supplies	\$500			\$500
Equipment	\$1,500			\$1,500
Contingency				
Class materials				
TOTAL OPERATING BUDGET	\$20,000.00	\$0.00	\$0.00	\$20,000.00

BUDGET DETAIL

A.	Site personnel stipends	
	1 site coordinator -- \$2500 per month x 4 months	\$10,000
B.	Transportation	
	Funds for transportation for volunteers @ .51 cents/mile	\$3,000
C.	Facility rental	
	5 months facility rental -- \$500 per month x 5 months	\$2,500
D.	Insurance	
	Insurance for site operations not to exceed \$1,500	\$1,500
E.	Printing & Postage	
	Funds for printing and postage not to exceed \$500	\$500
F.	Advertising	
	Funds for advertising VITA program not to exceed \$500	\$500
G.	Office Supplies	
	General office supplies not to exceed \$500	\$500
H.	Equipment.	
	Work station equipment to include computers, monitors, printers, etc. 3 workstations ea @ \$500/workstation	\$1,500
TOTAL ALL CATEGORIES		\$20,000.00

LOWER DYER NRSA MAP

