

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Council on Aging

Department contract file name (use effective date): ReinvestmentPartners_AgingServices_20240215

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: VITA Program Grant Award Agreement

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Reinvestment Partners

Effective Date: January 1, 2024

Approved by: Choose an item.

Date approved by the BOC: Click here to enter text.

Ending Date: 9/30/2024

Total Amount: \$14,000

Please Return Contract to:
Name: Ashlyn Martin
Email:
ashlyn.martin@chathamcountync.gov
Special Instructions for Clerks Office:


2. Department Head or his/her designee has read the contract in its entirety.

By: Ashlyn Martin (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No

 If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract
 The Finance Officer is not required to sign the contract



GRANT AWARD AGREEMENT

This agreement is made this **12th** day of **January, 2024** by and between Reinvestment Partners (RP), operating the RP TAC - North Carolina VITA Coalition, having an address of 110 E Geer Street, Durham NC, 27701, (Corporation) and **Chatham County** (Grantee), having an address of **PO Box 1809, Pittsboro NC 27312**.

The Corporation hereby grants an award of **\$14,000** to the Grantee for support of the Grantee's services related to RP programs, projects and communications. In consideration of the mutual benefit to be derived by both parties, the parties agree as follows:

1. Term: A period beginning on January 1, 2024 and ending on September 30, 2024, unless earlier terminated as provided herein.
2. Grant Award parameters for Federal VITA Grant Funds:
 - A. VITA GRANT Requirements: Grantee shall adhere to IRS Administration Requirements, Customer Service Requirements, Quality Site Requirements, and VITA Grant Terms and Conditions, as set forth in Publication 5247 [<https://www.irs.gov/pub/irs-pdf/p5247.pdf>] and IRS Publication 4299, Privacy, Confidentiality and Civil Rights [<https://www.irs.gov/pub/irs-pdf/p4299.pdf>].
 - B. VITA Grant Eligible Activities: VITA Grant award funds must be used for the express purpose of supporting the Grantee's work in the following areas during the term set forth in paragraph 1, following all rules, regulations, and reporting requirements as set forth in IRS Publication 4671: VITA Grant Program Overview and Application Package: [<https://www.irs.gov/pub/irs-pdf/p4671.pdf>]
 - a) Operation of a VITA free income tax preparation program in conformity with IRS requirements, including allowable community outreach activities;
 - C. VITA Grant Eligible Expenses: Allowable and unallowable expenses covered by the VITA grant are specified in IRS Publication 4671, referenced above. As specified by the IRS Grants Office, all expenses under this sub-award must be allowable and documented in conformity with the requirements of IRS Publication 4671 and must conform to Generally Accepted Accounting Principles (GAAP). A list of common allowable and unallowable expenses can be found on page 72 of Pub 4671 which provides guidance, but since it cannot cover all possible expenses, Grantees should refer to all info available in Publication 4671 and/or consult with RP staff to ensure that all expenses meet IRS guidelines. *(NOTE that although the IRS grant guidelines specify \$500 may be used for the purchase of food, this use is not afforded to RP subgrantees)* Questions may be referred to Cara Williams via email: nctac@reinvestmentpartners.org or phone (919) 667-1000 ext 30.



GRANT AWARD AGREEMENT

D. VITA Grant Payment Terms: Payment of eligible expenses will be provided on a reimbursement basis. An exception may be made to cover the cost of a major purchase for technology and equipment, for example computer equipment. In order to receive an advance payment for a major purchase, the invoice must be accompanied by a formal estimate from the vendor and then the actual purchase must be made within three days of the Grantee's receipt of funds. If a major equipment purchase is invoiced prior to actual purchase, a copy of the receipt for the actual purchase must be submitted to RP immediately following the purchase, the invoice must be accompanied by a formal estimate from the vendor and then the actual purchase must be submitted to RP immediately following the purchase. Purchases of computers may not exceed the IRS limit of \$1,000 per computer. All invoices require appropriate documentation of both cash and matching funds expenses, including submission of copies of all receipts for reimbursement attached to the invoice form (sample) provided by RP. All budget and narrative reporting forms must be submitted in accordance with the attached timeline and using required forms. Failure to submit required reports according to the due dates may be cause for denial of any requested payment or reimbursement, for termination of this contract and/or disqualification from participating in the VITA grant program now or in future years.

These grant funds are not eligible for sub-granting to other entities. Grantee will maintain records of receipts and disbursements specific to this project, and it will make such books and records available to RP or its representative upon request. Grantees may invoice for expenses after the following conditions are met: 1) the Grantee has signed the contract provided by RP and returned two original copies of the signed contract to RP; 2) a VITA project budget has been submitted and approved by RP; 3) a separate invoice and cover letter with appropriate documentation of expenses has been submitted and approved; and 4) the Grantee has provided a signed W-9 form if RP does not have an up-to-date W-9 form on file.

3. Payment Terms: Invoices and copies of all receipts must be sent to RP using one of the following methods: 1) mail to RP Accounts Payable, Attention: Catherine Davis, 110 E Geer Street, Durham NC 27701; or 2) submit through VERIFyle (preferred) 2023-2024 workspace. The Corporation shall make payment to the named Grantee within 30 days of an approved invoice, ***provided the grant funds have been released by the IRS.***



GRANT AWARD AGREEMENT

4. Reporting: Grantee agrees to respond to requests for program outcome and tax site customer survey data, including the following:
 - A. Collect tax site customer demographic and survey data by one of the following means:
 - a) Enter tax site customer survey questions into your tax software's preparer use fields and use the available reports available through your software, whether desktop or on-line, to report survey data; and/or
 - b) Collect and tabulate VITA site customer data through hard copies of survey forms provided by VITA clients.
 - B. Track additional data, such as number of volunteers and volunteer hours, as is required to complete the annual narrative report provided under separate cover; and
 - C. Provide program and financial reports for the grant period using the provided financial and narrative report forms and according to the schedule provided by RP. Please refer to the NC VITA Coalition Reporting Schedule for deadlines and information to be reported.

By accepting this grant, the Grantee agrees to participate fully in the data collection and evaluation of the project, as specified by RP in order to meet its reporting obligations to the IRS. Your contact at the Corporation for questions related to this contract is Cara Williams, Finance Director, nctac@reinvestmentpartners.org.

5. Indemnification: Unless otherwise prohibited by law, Grantee agrees to indemnify, defend, and hold harmless the Corporation, its employees, directors, officers and trustees, from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs and expenses of every nature (including investigation costs, settlement costs and attorneys' fees and expenses incident thereto) sustained by or asserted against the Corporation arising out of, resulting from, or attributable to the negligence, error, or omission on the part of the Grantee, provided that the Grantee shall not be liable hereunder to indemnify the Corporation against liability for damages arising out of bodily injury to persons or damage to property covered by or resulting from the sole negligence or willful misconduct of the Corporation, its agents, or employees.



GRANT AWARD AGREEMENT

6. **Ownership of Intellectual Property:** It is expressly agreed that all documents, records, reports, publications, sketches, designs, film, photography, and intellectual property, including patents or trademarks, arising out of or resulting from work performed or developed by the Grantee, or any subcontractor of the Grantee, for the Corporation, shall be owned by the Corporation. All print and electronic rights are owned by the Corporation. It is further understood that this material may be posted on the Corporation's internal server (intranet) and external web site at some future date. Prior to subcontracting any work under this agreement, Grantee must receive written permission from the Corporation and Grantee must require that any subcontractors assign to the Corporation their rights to any work developed under the subcontract.
7. **Confidentiality:** Grantee agrees that the Grantee and its employees and agents shall not (without first obtaining the prior written consent of the Corporation) during the term of this Agreement or thereafter, disclose, make commercial or other use of, give or sell to any person, firm or corporation, any proprietary and confidential information which is marked confidential received directly or indirectly from the Corporation or acquired or developed in the course of this Agreement.
8. **Applicable Law:** This Agreement shall be construed, and the legal relations between the parties shall be determined under the laws of the State of North Carolina with jurisdiction in the State and Federal Courts of North Carolina.
9. **Other Consulting:** Nothing in this Agreement shall be deemed to interfere with the Grantee's right to engage in consulting with other parties.
10. **Termination:** Either party may terminate this Agreement without cause by giving the other party 30 days written notice. Either party may terminate this Agreement immediately for nonperformance or a material breach of Agreement. Upon termination, the Corporation shall be entitled to receive all completed and uncompleted designs, plans, suggestions, ideas, and all other information and documents which the Grantee and its employees or agents have made or developed hereunder up to the termination date. Payment will be made for work completed up to the termination date, provided the work is completed to the sole satisfaction of the Corporation. No payment will be made for work completed after notice of termination unless otherwise agreed in writing by the parties. Furthermore, upon termination of this Agreement, the Grantee shall immediately return to the Corporation any or all advanced moneys unexpended at the time of termination. Any provision or obligation of this contract, which shall need to or be deemed to survive termination or expiration of this contract in order to give full effect hereunder, shall so survive the termination or expiration of this contract.



GRANT AWARD AGREEMENT

11. **Independent Contractor:** Nothing in this Agreement shall be construed to create an employer/employee relationship between the parties, and Grantee shall be deemed to be at all times an independent contractor. Grantee shall not be considered an employee of the Corporation under any of the Corporation's employee benefit programs or for purposes of federal income tax withholding, the Federal Insurance Contributions Act, the Social Security Act, or the Federal Unemployment Tax Act. Grantee shall not represent that he/she is an employee of the Corporation.
12. **Taxes:** If Grantee or Grantee's organization is not incorporated, the Corporation will inform Grantee of the total amount of payments made to Grantee on a calendar year basis during January of the following year and report such payments to the Internal Revenue Service as required by law. It will be Grantee's responsibility to comply with federal, state, and local self-employment and income tax laws.
13. **Government Officials:** Federal law prohibits the Corporation from paying honoraria to certain governmental officials as defined by the Internal Revenue Code. University employees are not considered government employees/officials for purposes of this Agreement. This Agreement is entered into the mutual understanding that Grantee is not a government official. Grantee must immediately notify the Corporation of any change in status which might make the Grantee qualify as a government official. In the event Grantee is or becomes a government official, this Agreement shall become null and void.
14. **Legal Compliance:** Grantee agrees to comply with all applicable local, state, and federal laws and regulations.
15. **Insurance:** Grantee shall maintain insurance coverage appropriate to this Project and to the satisfaction of the Corporation.
16. **Entire Agreement:** This agreement supersedes and cancels all prior negotiations, writings, and commitments, and understandings. If any, between the Corporation and the Grantee and contains the entire agreement between the parties with respect to the Project.
17. **English Language Version Controls:** In the event that this Agreement is executed in any language other than English, the parties shall simultaneously execute an English language version of the Agreement. The English language version of the Agreement will control for all legal purposes.

Funding Category Allocations and Signature Pages follow.



<< **Funding Category Allocations Page** >>

The following is a summary of funds in each of the 5 major workbook categories allocated to your organization based on your request and adjusted to the subgrant amount. Please make any requests for changes and/or adjustments via your verify portal.

GRANTEE: Chatham County

Personnel	\$ 8,950
Fringe	\$ 0
Travel	\$ 0
Equipment	\$ 1,570
Supplies	\$ 980
Contractual	\$ 0
Other	\$ 2,500
<hr/>	<hr/>
Total	\$ 14,000



<< **Signature Page** >>

IN WITNESS HEREOF, the parties have executed this Agreement effective on the date stated above. By signing this contract, signer represents that he/she is authorized to sign on behalf of the Grantee organization or the Corporation.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

GRANTEE:

Roy Lynch
 Roy Lynch, Finance Officer

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Dan LaMontagne
 County Manager
 2/19/2024
 PO Box 1809, Pittsboro, NC 27312
 919-542-8200
 919-542-8272
 dan.lamontagne@chathamcountync.gov

I am / am not _____ a U.S. citizen.

Recipients country of residence if not a US Citizen: _____

REINVESTMENT PARTNERS:

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Joel R. Skillern
 Executive Director



GRANT AWARD AGREEMENT AMENDMENT

The 23/24 subcontract has been amended to include the following item as required by the IRS program office. This item marked "A" under section 2 of the contract, precedes the current items, which are now marked "B" through "D". You may either sign and date this page affirming your acknowledgement of the additional item, or you can request the entire amended document for signature.

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2. Grant Award parameters for Federal VITA Grant Funds:

- A. VITA GRANT Requirements: Grantee shall adhere to IRS Administration Requirements, Customer Service Requirements, Quality Site Requirements, and VITA Grant Terms and Conditions, as set forth in Publication 5247 [<https://www.irs.gov/pub/irs-pdf/p5247.pdf>] and IRS Publication 4299, Privacy, Confidentiality and Civil Rights [<https://www.irs.gov/pub/irs-pdf/p4299.pdf>].

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GRANTEE:

Signed:

Printed Name:

Dan LaMontagne

Title:

County Manager

Date:

2/14/2024

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Roy Lynch, Finance Officer