



**SAUK PRAIRIE HEALTHCARE FOUNDATION
HEALTHY LIFE INITIATIVE GRANT AGREEMENT**

Project Title: Sauk County Seal-A-Smile

Name of Grantee: Sauk County Health Department

Grantee Address: 505 Broadway, Suite 372, Baraboo, WI 53913

Term of Project: Calendar Year 2020

Agreement Number: 2020-19

Grant Award: \$1,250

THIS AGREEMENT is made and entered into by and between Sauk Prairie Healthcare Foundation (hereafter referred to as "FOUNDATION") and the grantee named above (hereafter, "GRANTEE").

WITNESSETH:

WHEREAS the FOUNDATION whose address is 260 26th Street, Prairie du Sac, WI 53578, desires to fund the project described in the GRANTEE's proposal to the FOUNDATION; and

WHEREAS the grantee, whose address is set forth above, is able and willing to undertake and complete said project;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the FOUNDATION and the GRANTEE do agree as follows:

1. FOUNDATION shall pay the GRANTEE the sum set forth opposite "Grant Award:" above, for the project referenced herein. Unless specified otherwise in the GRANTEE's proposal or the FOUNDATION's amendments thereto, payment shall be made in one lump sum, within 30 days after this agreement has been executed. The FOUNDATION shall never be required to pay more for the project than the sum set forth above under the heading "Grant Award."
2. GRANTEE agrees to undertake and complete the project detailed in GRANTEE's proposal as modified by FOUNDATION. In the event of a conflict between the GRANTEE's proposals and FOUNDATION'S modifications thereto, the FOUNDATION's modifications shall control. GRANTEE acknowledges receipt of FOUNDATION's modifications.



3. The GRANTEE shall undertake and complete the project during the period set forth next to the heading "Terms of Agreement" above. Upon the failure of the GRANTEE to complete its obligations under this agreement within said time period, the FOUNDATION may invoke the penalties, if any, set forth in the GRANTEE's proposal or the FOUNDATION's amendments thereto.
4. The GRANTEE shall not assign or transfer any interest or obligation in this agreement without the prior written consent of the FOUNDATION.
5. If, through any cause, the GRANTEE fails to timely and properly undertake and complete the project, or if the GRANTEE violates any of the covenants of this agreement, the FOUNDATION shall thereupon have the right to terminate this agreement at anytime by giving written notice thereof. In the event the FOUNDATION terminates this agreement, all finished and unfinished aspects of the project shall at the option of the FOUNDATION become the property of the FOUNDATION, and the GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory part thereof completed prior to the date of termination.
6. In all promotional literature and public announcements related to the project, the GRANTEE shall include the following statement: **"This project is funded in part by a Healthy Life Initiative Grant from the Sauk Prairie Healthcare Foundation."**
7. The GRANTEE agrees to make such reports as required by the FOUNDATION.
8. The GRANTEE agrees to secure at the GRANTEE's own expense, all personnel necessary to carry out the GRANTEE's obligations under this agreement. Such personnel shall not be deemed to be employees of the FOUNDATION nor shall they or any of them have or be deemed to have any direct contractual relationship with the FOUNDATION.
9. GRANTEE shall indemnify, save harmless and defend against any and all liability, loss damages, costs or expenses which the FOUNDATION may sustain, incur or be required to pay by reason of GRANTEE or its subcontractors furnishing services or goods required under this agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from the acts or omissions of the FOUNDATION. As used herein, FOUNDATION includes boards, commissions, agencies, officers and employees of the FOUNDATION.
10. The GRANTEE agrees that if it receives grants which aggregate an amount greater than \$2,500 in any calendar year, in order to protect itself and the FOUNDATION under the indemnity provisions of paragraph 9 above, it will at all times during the term of this agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$500,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary, with the FOUNDATION as an additional insured. The FOUNDATION shall be given ten (10) days advance notice of cancellation or shall be given ten (10) days advance notice of cancellation or nonrenewal during the term of this agreement. Upon execution of this agreement, the GRANTEE



shall furnish the FOUNDATION with a certificate of insurance. If the GRANTEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this agreement and the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. It is further agreed that the GRANTEE shall furnish the FOUNDATION with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation or renewal. As used in paragraphs 9 and 10, "FOUNDATION" includes the various boards, commissions, agencies, officers, employees and representatives of Sauk Prairie Memorial Hospital Foundation.

11. GRANTEE shall require any subcontractor to execute similar indemnification agreements and obtain insurance in like amount and kind. Subcontractors shall furnish evidence of insurance for the FOUNDATION. If this agreement calls for work to be performed at a site owned or operated by the FOUNDATION, the GRANTEE shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of such work, evidence that each and every subcontractor similarly has in force adequate insurance, including Workmen's Compensation Insurance. Adequacy of coverage shall be determined solely by the FOUNDATION, taking into account the nature of the work and other factors relevant to the FOUNDATION's exposure, if any, under this agreement.
12. During the term of this agreement, the GRANTEE agrees in accordance with Wisconsin Statutes § 111.321, not to discriminate against any person, whether an applicant for or recipient of such services, an employee or an applicant for employment, on the basis of race, religion (except as permitted under § 111.337), sex, handicap (except as permitted under § 111.34 Stats.) national origin, age (except as permitted under § 111.33 Stats.), color, cultural differences, sexual preference (except as permitted under § 111.36 Stats.), marital status (except as permitted under § 111.345 Stats.), physical appearance, developmental disability as defined in § 51.01(5) Stats., ancestry, arrest record or conviction record (except as permitted under § 111.335 Stats.), or membership in the National Guard, State Defense Force, or any reserve component of the military forces of the United States or this State. This provision shall be applied but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or any other form of compensation.
13. The GRANTEE shall, in all solicitations for employment placed on GRANTEE'S behalf, state that the GRANTEE is an "Equal Opportunity Employer."
14. The GRANTEE agrees to furnish all information and reports required by the FOUNDATION which may include any books, records, or accounts deemed appropriate to determine compliance with the provisions of this agreement and application.
15. Notices, bills, invoices and reports required by this agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
16. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.



17. The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the FOUNDATION and the GRANTEE have executed this agreement effective as of the day and date it is signed by both parties, as indicated below.

FOR THE FOUNDATION:

Todd Wuerger
Executive Director

Date

FOR THE GRANTEE:

Signature

Date

Name/Title (*please print*)

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