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**GRANT AGREEMENT
FOR PROJECTS FUNDED BY
SAUK COUNTY**

Project Title: 20th Street neighborhood Park

Name of Grantee: City of Reedsburg

Grantee Address: 134 South Locust Street, Reedsburg, WI 53959

Term of Project:

Beginning Date: November 1, 2019 Ending Date: June 1, 2020

Grant Award: \$7,000

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

WITNESSETH:

WHEREAS the COUNTY whose address is 505 Broadway (ATTN: Administrative Coordinator), Baraboo, Wisconsin 53913, desires to fund the project described in the GRANTEE's proposal to Sauk County; 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 COUNTY and the GRANTEE do agree as follows:

1. COUNTY 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 COUNTY's amendments thereto, payment shall be made in one lump sum within 30 days after this agreement has been executed. The COUNTY shall never be required to pay more for the project than the sum set forth above under the heading MAXIMUM COST.

2. GRANTEE agrees to undertake and complete the project detailed in GRANTEE's proposal as modified by COUNTY. In the event of a conflict between the GRANTEE's proposals and COUNTY's modifications thereto, the COUNTY's modifications shall control. GRANTEE acknowledges receipt of COUNTY's modifications.

3. The GRANTEE shall undertake and complete the project during the period set forth next to the heading "Term of Agreement" above. Upon the failure of the GRANTEE to complete its obligations under this agreement within said time period, the GRANTEE agrees to reimburse the COUNTY for the full amount of the grant plus interest at the rate of one and one-half percent (1 1/2%) per month from the date of the disbursement of the grant. If the COUNTY is required to

institute legal proceedings to recoup grant funds, the COUNTY shall be entitled to judgment against the GRANTEE to include recoupment of grant funds, interest as herein provided, and the COUNTY'S actual attorneys fees, costs and disbursements in addition to any other remedy available at law or equity or as expressly provided in any grant application, contract or other document appended hereto.

4. The GRANTEE shall not assign or transfer any interest or obligation in this agreement without the prior written consent of the COUNTY.

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 COUNTY shall thereupon have the right to terminate this agreement at anytime by giving written notice thereof. In the event the COUNTY terminates this agreement, all finished and unfinished aspects of the project shall at the option of the COUNTY become the property of the COUNTY, 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 grant from Sauk County."** Required credit shall be given to Sauk County as appropriate as follows. Notice funding will be given in brochures, news releases, programs, publications, printed and broadcast promotion publicity, and advertising. The credit line should read, "This (project, concert, series) is supported in part by a grant from Sauk County."

7. The GRANTEE agrees to make such reports as required by the COUNTY.

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 COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with the COUNTY.

9. GRANTEE shall indemnify, save harmless and defend against any and all liability, loss, damages, costs or expenses which COUNTY 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 COUNTY. As used herein, COUNTY includes boards, commissions, agencies, officers and employees of COUNTY.

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 COUNTY 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 \$500,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary, with the COUNTY as an additional insured. The COUNTY 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 COUNTY 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 COUNTY with a 30 day notice of aggregate erosion, in advance of the Retroactive Date, cancellation or renewal. As used in paragraphs 9 and 10, 'COUNTY' includes the various boards, commissions, agencies, officers, employees and representatives of the County of Sauk.

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 COUNTY. If this agreement calls for work to be performed at a site owned or operated by the COUNTY, 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 Worker's Compensation Insurance. Adequacy of coverage shall be determined by the COUNTY's Corporation Counsel taking into account the nature of the work and other factors relevant to the COUNTY's exposure, if any, under this agreement.

12. During the term of this agreement, the GRANTEE agrees, in accordance with Wis. Stats § 11.321, 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 Stats.), sex, handicap (except as permitted under § 111.34 Stats.) national origin, age (except as permitted under § 111.33), color, cultural differences, sexual preference or orientation (except as permitted under § 111.36), marital status (except as permitted under § 111.345), physical appearance, developmental disability as defined in § 51.01(5), 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. Except with respect to sexual orientation, the grantee further agrees to take affirmative action to ensure equal employment opportunities.

13. The GRANTEE shall, in all solicitations for employment placed on GRANTEE's behalf, state that the GRANTEE is an "Equal Opportunity Employer." Facilities in which programs for the projects are held shall be in compliance with Title VI, of the Civil Rights Act of 1964; Section 504, of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Title IX, of the Education Amendments of 1972 and the Americans with Disabilities Act of 1990. These Acts and Titles can be found at www.arts.gov. Hover cursor over Publications for sub-menu, and then click on Accessibility.

14. The GRANTEE assures that:

(a) If an organization, it has duly adopted a resolution, motion or has taken similar action designating the undersigned person to act as an authorizing official of the grantee for the purpose of executing this agreement.

(b) The financial accounts shall be subject to audit by the COUNTY and appropriate agencies of the State of Wisconsin and/or the Federal Government if the grant includes funds from those sources. The grantee will be responsible for the safekeeping and identification of records maintained to account for funds awarded herein, and those records must be kept in the grantee's files for a period of seven years after completion of the project.

(c) It will submit a final report/application to the COUNTY by the next re-granting program application deadline. Applications from organizations who have not filed final reports for past projects/grants will not be eligible for an award.

15. GRANTEE shall return all or any unused grant funds within thirty (30) days of the projected end date if the project does not take place, or if the COUNTY funds are not fully expended. If GRANTEE fails to comply with any of the provisions of this agreement, the COUNTY may terminate the agreement upon thirty (30) days written notice to the GRANTEE without further obligation on the part of the COUNTY.

16. Facilities in which programs for the projects are held shall be in compliance with Title VI, of the Civil Rights Act of 1964; Section 504, of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Title IX, of the Education Amendments of 1972 and the Americans with Disabilities Act of 1990. These Acts and Titles can be found at www.arts.gov. Hover cursor over Publications for sub-menu, and then click on Accessibility.

17. The GRANTEE agrees to furnish all information and reports required by the COUNTY which may include any books, records, or accounts deemed appropriate to determine compliance with the provisions of this agreement and application.

18. 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.

19. 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.

20. 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.

21. If necessary, Grantee shall assist Grantor in complying with the Wisconsin Public Records Law.

IN WITNESS WHEREOF, the COUNTY 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 COUNTY:



Sauk County Administrative Coordinator

11/14/19.
Date

FOR THE GRANTEE:



Signature

11/12/2019
Date

Harvey M. Becker
Name/Title (please print) *City Admin*

This document was drafted by Attorney Todd J. Liebman
Sauk County Corporation Counsel
State Bar #1011733

