

Dane County Contract Cover Sheet

Revised 04/2021

Res 050
Significant

Dept./Division	Administration		
Vendor Name	Madison Community Found	MUNIS #	10377
Brief Contract Title/Description	Covid Assistance to Non-profits		
Contract Term	September 30, 2021		
Contract Amount	\$ 5,000,000.00		

Contract # Admin will assign	14378
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Chuck Hicklin	Name	Tom Linfield
Phone #	608-469-8936	Phone #	
Email	hicklin@countyofdane.com	Email	tlinfield@madisongives.org
Purchasing Officer	N/A	Send completed contract to vendor?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP # _____
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input checked="" type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	2021
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Carlos	<input type="checkbox"/> Non-standard Contract

APPROVAL – Department	
Dept. Head / Authorized Designee	Charles Hicklin

APPROVAL – Major Contracts Exceeding \$100,000 – DCO Section 25.11(3)			
Director of Administration	<i>Greg Brockmeyer</i>	Corporation Counsel	<i>Carlos Pabellon</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: <u>6/10/21</u>	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, June 10, 2021 2:12 PM
To: Hicklin, Charles; Clow, Carolyn; Pabellon, Carlos; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14378
Attachments: 14378.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/10/2021 2:12 PM	Approve: 6/10/2021 2:12 PM
	Clow, Carolyn		Approve: 6/11/2021 10:08 AM
	Pabellon, Carlos	Read: 6/10/2021 3:13 PM	Approve: 6/10/2021 3:17 PM
	Lowndes, Daniel	Read: 6/10/2021 2:16 PM	Approve: 6/11/2021 9:46 AM
	Stavn, Stephanie	Read: 6/10/2021 3:33 PM	
	Oby, Joe		

Contract #14378

Department: Administration

Vendor: Madison Community Foundation

Contract Description: Award of Contract to Madison Community Foundation for Covid-19 Pandemic Assistance to Dane County Non-Profits (Res 050)

Contract Term: 6/10/21 – 9/30/21

Contract Amount: \$5,000,000

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

2021 RES-050

**AWARD OF CONTRACT TO THE MADISON COMMUNITY FOUNDATION FOR
COVID-19 PANDEMIC ASSISTANCE TO DANE COUNTY NON-PROFITS AND
AMENDMENT TO THE 2021 OPERATING BUDGET**

Many non-profit organizations in Dane County have been negatively impacted by the COVID-19 pandemic. Fundraising channels normally open to organizations have been hampered by social distancing measures. Organizations have also been restricted in many of their programming efforts that generate income and some have experienced extraordinary expenses to meet needs and to sustain their operations.

Dane County has been awarded approximately \$106.2 million through the American Rescue Plan State and Local Fiscal Assistance Fund. One stated purpose of this Federal Initiative is to allow local governments to assist businesses and non-profits cope with the negative economic consequences of the pandemic. Other county initiatives with this funding are designed to address businesses, but this initiative is targeted specifically toward non-profit organizations. The initiative leverages a partnership with the Madison Community Foundation (MCF) which has extensive contacts and experience assisting non-profits in Dane County.

This \$5 million initiative is designed to assist non-profits that have suffered economically due to the pandemic sustain their operations into the future through direct grants of aid administered by MCF. There will be one round of funding awarded through an application process developed and administered by MCF. MCF will retain up to \$150,000 for administration of the program, the balance of not less than \$4,850,000 will be awarded to grantees.

MCF will provide the county with a list of all grant recipients and the amounts awarded.

NOW THEREFORE BE IT RESOLVED that the County Board authorizes the award of a contract to the Madison Community Foundation in the amount of \$5 million and the County Executive and County Clerk are authorized to execute the agreement; and

BE IT FURTHER RESOLVED that the 2021 operating budget be amended to include account ADMADM NEW "ARP Non-Profit Assistance" with a budget amount of \$5,000,000 and account ADMADM 81367 "ARP Revenue" be increased by \$5,000,000; and

BE IT FINALLY RESOLVED that the Controller's Office is authorized to issue checks pursuant to the contract.

Greg Brockmeyer

Carlos Pabellon

DANE COUNTY CONTRACT # 14378



of Pages Including Schedules: 11
Expiration Date: September 30, 2021
Authority: 2021 RES-050
Department: Administration
Maximum Cost: 5,000,000

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Madison Community Foundation (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr. Blvd. Room 425 Madison WI 53703, is a recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds as authorized under the American Rescue Plan Act of 2021 (the "Act"); and

WHEREAS the Act allows the COUNTY to transfer funds to a nonprofit organization for the purpose of assisting COUNTY in carrying out its obligations under the Act; and

WHEREAS PROVIDER, whose address is 111 N. Fairchild #260, Madison WI 53703, is able and willing to provide services necessary to carry out COUNTY's obligations under the Act;

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, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. If PROVIDER is unable to complete its obligations set forth in this document and its attachments by the EXPIRATION DATE, PROVIDER shall return any undistributed funds to the COUNTY as more fully described on the attached Schedule B, which is fully incorporated herein by reference.

II. SERVICES:

A. PROVIDER agrees to provide the services on the attached Schedule A, which is fully incorporated herein by reference.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to transfer more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST to PROVIDER, \$150,000 of which will be paid to PROVIDER for all services rendered by PROVIDER under this Agreement and \$4,850,000 of which will be distributed to eligible grantees as set forth in said Schedule A.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

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.

VIII. INSURANCE:

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous

places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance

Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

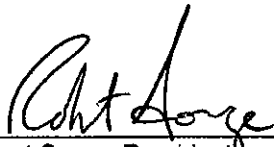
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. MISCELLANEOUS:

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. 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. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. 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. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

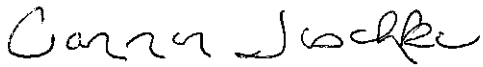
IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:



Robert Sorge, President and CEO

6/9/21
Date Signed



Carra Jacke

6/10/2021
Date Signed

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

* [print name and title, below signature line of any person signing this document]

Schedule A

Funding Available for Dane County Non-Profits Impacted by the COVID-19 Pandemic

Dane County has been allocated federal grant funds under the State and Local Government Assistance Program included in the American Recovery Plan Act of 2021. Among the stated purposes of this program is to allow state and local governments to assist non-profits impacted by the COVID-19 pandemic. Many non-profits have faced reduced revenue and increased expenses related to the COVID-19 pandemic. COUNTY has selected PROVIDER to assist in addressing this impact of the COVID-19 pandemic by developing a grant program to assist local non-profits.

Eligibility

- Organizations must be a federally designated 501(c)(3) public charity headquartered and operating within Dane County.
- Organization finances must have been adversely impacted by the pandemic, resulting in an annual deficit for 2020. Examples of adverse impacts include reduced fundraising success compared to prior years, increased program expenses and/or extraordinary expenses related to COVID-19 safety, technology, programming or virtual working environment needs.
- The program is open to non-profits of all sizes.
- Grants will range from \$2,500 to \$50,000.
- Special consideration will be given to non-profits that did not receive funding under the Federal Paycheck Protection Program.
- Non-profits that are primarily organized to engage in lobbying are excluded from applying.
- Preference will be given to agencies that provide direct services (as opposed to fundraising agencies like PTO's)

Grant Criteria

- The program will attempt to sustain local non-profits that experienced an annual operating deficit to the pandemic by comparing calendar-year revenues and expenses between 2019 and 2020.
- An applicant agency must demonstrate through the application one or more of the following:
 - That it had revenue loss in 2020 due to canceled programming, events, and other revenue-producing activities.
 - That program-related expenses increased due to COVID.
 - That it had extraordinary expenses due to COVID, such as information technology equipment and software to support telework, modifications to office space or other spaces to enhance social distancing, and software necessary to allow remote meetings or client connections.

Application Process

PROVIDER will organize one round of grant applications and awards. PROVIDER will develop a short, user-friendly online application for the program. Grants will be submitted electronically through an online portal. The application will be subject to final review and approval of the COUNTY. The application will consist of:

- 1) Agency Contact Information and EIN Number
- 2) Short list of comparative data from the 2019/2020 budgets
- 3) Short (one paragraph) narrative in support of revenue data

Promotion and Agency Engagement

PROVIDER will engage in outreach activities to solicit applications from a wide range of non-profit organizations that serve many different needs, geographic areas and populations in Dane County. PROVIDER will also focus its outreach on non-profits led by and/or serving communities of color to increase their participation. Activities will include:

- Webinar to describe and promote and answer questions regarding the process.
- PROVIDER will use its staff to promote the program by phone and email and be available to answer questions of potential applicants.
- PROVIDER will develop guidelines, Frequently Asked Questions and Webinar recording on its website
- PROVIDER will make use of social media platforms (Facebook, Instagram, Snapchat, LinkedIn, Twitter) to promote the program.
- PROVIDER will use its non-profit mailing list (1,300 recipients) and E-Newsletter (8,000 recipients) to promote the program.
- PROVIDER will use an email promotion campaign via agencies focused on BIPOC populations (Urban League, Centro Hispano, Latino Workforce Development, Urban Triage, Black Chamber of Commerce, Latino Chamber of Commerce)
- PROVIDER will use an email promotion campaign through key agencies (Dane County, City of Madison, WI Philanthropy Network, United Way, Collaboration for Good, Numbers for Nonprofits, Center for Community Stewardship, Scholz Nonprofit Law, etc)

Grant Review Management

- From the launch of the program and application potential applicants will have a minimum of three weeks to submit their applications.
- PROVIDER staff will conduct an initial review of applications for initial qualification
- PROVIDER will establish a committee of four to conduct the final review of qualifying applications and make final funding decisions.
- PROVIDER will submit a list of recommended grantees and the recommended grant amount to COUNTY for final approval.

Grant Payment

Based upon the review and recommendations of the grant committee, PROVIDER will issue payments to successful applicants.

Grant Application (DRAFT Example for illustration purposes only)

Contact Information

Name, Title, Org, Email, Phone, Snailmail, EIN

Yes No

Budget Data

Did your 2020 calendar year revenue decrease due to the COVID-19 Pandemic? Yes No

Did your 2020 calendar expenses increase due to the COVID-19 Pandemic? Yes No

Did you receive Federal Payroll Protection Plan funding? Yes No

Did you receive other Covid-related federal funding? Yes No

Did you furlough staff in 2020 due to the pandemic? Yes No

Which of the following did your agency file for 2019 and 2020:

- Audited Financial Statements by an independent auditor
- Financial statement reviewed by an independent certified public accountant
- IRS Form 990
- IRS Form 990-N

Please fill in the following information, where applicable, using calendar year data for 2019 and 2020

	<u>2019</u>	<u>2020</u>
<u>Revenue and Expenses</u>		
Annual agency expenses	_____	_____
Annual agency revenue	_____	_____
Annual net profit/loss	_____	_____
Unanticipated COVID-19 expenses	_____	_____

Fundraising

Total annual fundraising revenue _____

Fundraising event revenue _____

Narrative

Please describe the pandemic's impact on your agency's 2020 finances. (300-word limit)

Per federal funding guidelines, please indicate the race of your leadership (Executive Director, President). This information is for data collection only and has no bearing on the grant review process.

- African American
- Asian
- Caucasian
- Latinx
- Pacific Islander
- Multi-racial
- Other: _____

Schedule B

The MAXIMUM COST of this agreement is \$5,000,000, as set forth on page 1 of the Agreement. Of the MAXIMUM COST, PROVIDER will retain a one-time administrative fee of \$150,000. The balance of the MAXIMUM COST shall be distributed by PROVIDER to eligible grantees in the manner set forth on Schedule A.

PROVIDER will provide COUNTY with a Field of Interest Fund Agreement in order to open a temporary pass-through fund for project purposes. PROVIDER will open said fund, entitled the "Dane County Nonprofit Assistance Fund" after the signed fund agreement is returned from COUNTY to PROVIDER and said Fund will be closed upon project completion.

PROVIDER shall submit an invoice to the COUNTY for up to \$150,000 upon execution of the agreement. Upon approval of the grant application by the COUNTY, PROVIDER shall submit an invoice to the COUNTY for the remaining balance of \$4,850,000.

If PROVIDER is unable to distribute the full amount of \$4,850,000 to eligible grantees, PROVIDER shall return any undistributed funds to the COUNTY.

Schedule C

PROVIDER will compile a report which includes the following information about each grantee: (a) legal name; (b) legal address; (c) employer identification number; and (d) Dane County Nonprofit Assistance Fund amount allocated to grantee.

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