

Dane County Contract Cover Sheet

Revised 07/2023

RES 181
SIGNIFICANT

Dept./Division	Executive Office		
Vendor Name	Center for Black Excellence and Culture	MUNIS #	
Brief Contract Title/Description	ACCEPTING A NEIGHBORHOOD INVESTMENT FUND GRANT TO SUPPORT CENTER FOR BLACK EXCELLENCE AND CULTURE BUILDING PROJECT		
Contract Term	December 31, 2025		
Contract Amount	\$5 million		

Contract # Admin will assign	15210
Type of Contract	
<input 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 checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Chuck Hicklin	Name	Dr. Alexander Gee, Jr
Phone #	608-266-4109	Phone #	608-257-2453
Email	hicklin@countyofdane.com	Email	agee@neheniah.org
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (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 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	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	181
	<input type="checkbox"/> Contract exceeds \$100,000 – 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: Dave Gault	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Springer, Carrie	Digitally signed by Springer, Carrie Date: 2023.09.26 09:04:57 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 9/20/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, September 26, 2023 9:03 AM
To: Hicklin, Charles; Gault, David; Lowndes, Daniel; Patten (Purchasing), Peter
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15210
Attachments: 15210.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 9/26/2023 9:14 AM	Approve: 9/26/2023 9:14 AM
	Gault, David	Read: 9/26/2023 10:39 AM	Approve: 9/26/2023 10:39 AM
	Lowndes, Daniel	Read: 9/26/2023 9:13 AM	Approve: 9/26/2023 9:09 AM
	Patten (Purchasing), Peter		Approve: 9/26/2023 9:46 AM
	Stavn, Stephanie	Read: 9/26/2023 10:03 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15210
Department: Executive
Vendor: Center for Black Excellence & Culture
Contract Description: Accepting a Neighborhood Investment Fund Grant (Res 181)
Contract Term: 10/1/23 – 12/31/25
Contract Amount: \$5,000,000.00

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.

2023 RES-181

**ACCEPTING A NEIGHBORHOOD INVESTMENT FUND GRANT
AND AUTHORIZING EXECUTION OF RELATED AGREEMENTS TO
SUPPORT THE BLACK EXCELLENCE CENTER**

Dane County and The Center for Black Excellence collaborated on an application to the State of Wisconsin's Neighborhood Investment Fund grant program. The program is funded with a portion of the state's American Rescue Plan allocation. The application was successful in receiving a grant of \$5 million. The state will grant the funds to Dane County, and the county will in-turn grant the funds to the Center for Black Excellence building project.

This resolution amends the 2023 Capital Budget to recognize the grant revenue and expense and authorizes the execution of a grant agreement between the State of Wisconsin and a grant agreement between Dane County and the Center for Black Excellence.

THEREFORE BE IT RESOLVED that the 2023 Capital budget be amended to add account CPADMIN NEW "CFBE-NIF Grant Revenue" and CPADMIN NEW "CFBE-NIF Grant Expense" both with an appropriation of \$5 million, and

BE IT FURTHER RESOLVED that the County Executive and County Clerk are authorized to execute the grant agreement between the State of Wisconsin and Dane County as well as the grant agreement between Dane County and the Center for Black Excellence, and

BE IT FINALLY RESOLVED that the Controller's Office is authorized to issue payments To the Center for Black Excellence to transfer grant funds upon receipt from the State of Wisconsin.

GRANT AGREEMENT

COUNTY OF DANE

And

CENTER FOR BLACK EXCELLENCE AND CULTURE, INC.

NEIGHBORHOOD INVESTMENT FUND GRANT PROGRAM

CENTER FOR BLACK EXCELLENCE & CULTURE

THIS GRANT AGREEMENT is made and entered into as of the date by which all parties have executed this Agreement (“Effective Date”) through December 31, 2025 (“Performance Period”), by and between the County of Dane, a Wisconsin quasi-municipal corporation (“County”) and the Center for Black Excellence and Culture, Inc., a Wisconsin non-stock corporation (“Grantee”).

RECITALS

WHEREAS, the State of Wisconsin (“the State”) has received funds from the United States Department of the Treasury pursuant to section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) to be used for the purposes specified in the ARPA; and

WHEREAS, on August 24, 2021, Governor Tony Evers announced the launch of a \$200 million Neighborhood Investment Fund Grant Program (“Program”) providing grants to local and Tribal governments to help neighborhoods recover from negative effects of the COVID-19 pandemic with a particular focus on addressing the needs of residents living in communities disproportionately impacted by the pandemic; and

WHEREAS, the State has approved a \$5,000,000 grant award to County from the Program to be used to pay construction costs for the Center for Black Excellence & Culture Project (the “Project”) being developed by Grantee.

WHEREAS, Grantee is an entity organized and operated exclusively for exempt purposes as set forth in section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, Grantee has applied to the County for a subrecipient grant for the Project and Grantee is an eligible sub-recipient of funds from the Program; and

WHEREAS, the County has approved a \$5,000,000 sub-award to Grantee, to be used by Grantee to pay costs incurred by Grantee in constructing the Project; and

NOW, THEREFORE, in consideration of their mutual promises and benefits the parties hereto agree as set forth in the Grant Agreement Terms and Conditions on the following pages.

IN WITNESS WHEREOF, the County and Grantee have executed this Grant Agreement as of the date this Grant Agreement is signed by both parties' authorized representatives.

COUNTY OF DANE

CENTER FOR BLACK EXCELLENCE AND CULTURE, INC.

Joseph T. Parisi
County Executive

BY: DocuSigned by:
Dr. Alexander Gee Jr.
2DFB996BAE4C4AD_____
Dr. Alexander Gee Jr.
CEO and Founder

Scott McDonell
County Clerk

GRANT AGREEMENT TERMS AND CONDITIONS

ARTICLE 1. AMOUNT OF GRANT AND PURPOSE

The County agrees to disburse to Grantee a total amount of **\$5,000,000** (the “**Grant Award**”) to be used by Grantee solely for the purpose of paying for Eligible Expenses as defined in Article 5. The County’s payment obligation to Grantee under this Grant Agreement is contingent upon funding from the State of Wisconsin, and shall not exceed, in the aggregate, the Grant Award. The Grant Award shall be disbursed to Grantee in periodic payments as set forth in Attachment C. The County reserves the right to reduce the award amount to account for proposed expenditures that do not meet the requirements of ARPA, 2 C.F.R. Part 200 (Uniform Guidance) requirements or the intent of the Program.

Federal Assistance Notice: This Grant Agreement is a subrecipient agreement funded with a federal assistance award to the County from the State of Wisconsin under Section 602 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (LFRF). **Grantee agrees to comply with the applicable requirements of section 602 of the Act, regulations adopted by Treasury pursuant to the Act, guidance issued by the Treasury Department, and all other applicable federal statutes, regulations, and executive orders, as applicable.**

ARTICLE 2. GRANT AGREEMENT DOCUMENTS

This Grant Agreement, including the documents annexed hereto as Attachments A-H, constitute the complete agreement of the parties. The Attachments are as follows:

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Semi-Annual Report and Payment Request Form
- Attachment D – Source of Funds
- Attachment E – Method of Payment
- Attachment F – Completed Grant Application

ARTICLE 3. PERIOD OF PERFORMANCE

The Performance Period is the date by which all parties have executed this Agreement through December 31, 2025, as defined on the first page of this Grant Agreement. Grant Award funds may only be used to pay for Eligible Expenses incurred during the Performance Period.

ARTICLE 4. AGREEMENT ADMINISTRATION

The County employee who shall serve as the County’s primary point of contact for purposes of administration of this Grant Agreement shall be Charles Hicklin, or such other person as the County shall identify to Grantee in writing.

Grantee’s employee who shall serve as Grantee’s primary point of contact for purposes of administration of this Grant Agreement is listed below and shall represent Grantee’s interest regarding Grant Agreement performance, financial records, and related considerations. The County shall be immediately notified in writing of any change of this designee.

Each person signing this Grant Agreement on behalf of Grantee certifies and attests that Grantee’s respective Articles of Organization, Articles of Incorporation, By-Laws, Member’s Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related governing documents, statutes, or ordinances give such person full and complete authority to bind Grantee, on whose behalf they are executing this document.

All correspondence, notices or requests under this Grant Agreement shall be in writing, in electronic form, to the addresses listed below:

To the County:

Name: Charles Hicklin
Title: Chief Financial Officer and Controller
E-mail: hicklin@countyofdane.com
Phone: 608-266-4109

To Grantee:

Name: Dr. Alexander Gee Jr.
Title: CEO and Founder
E-Mail: agee@theblackcenter.org
Phone: 608-257-2453

ARTICLE 5. SCOPE OF WORK & ELIGIBLE EXPENSES

Grantee has prepared a Scope of Work for Grantee’s project attached hereto as Attachment A and a Budget attached hereto as Attachment B. The Scope of Work sets forth the major activities the Grantee will perform and the deliverables Grantee will provide for the project. The Budget sets forth the amounts of the Grant Award that Grantee reasonably anticipates spending on various goods and services necessary to accomplish the tasks set forth in the Scope of Work. All amounts must be for Eligible Expenses as defined below.

“Eligible Expenses” are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) consistent with the intent and scope of the Program.

All modifications to the Scope of Work or Budget must be submitted to the County for approval, and may require a signed written amendment agreed to by both parties if required by County or the State except that without the County's or the State's approval, Grantee shall be permitted modifications to the Scope of Work or Budget that result in increases in hard costs of not more than (x) \$100,000 in any instance and (y) \$250,000 in the aggregate. Reasonable modifications to the Scope of Work or Budget in excess of such amounts may be approved by the County if the modified expenses comply with ARPA, 2 C.F.R. Part 200 (Uniform Guidance), and the requirements of this Article, and are consistent with the intent and scope of the Program. The County reserves the right to disapprove any requested modifications to Grantee's Budget or Scope of Work. Modifications shall not result in the budget exceeding the Grant Award.

All expenses must meet the requirements of ARPA and all rules and guidance issued by the U.S. Department of Treasury or other federal agencies governing the use of ARPA funds, including 2 C.F.R. Part 200 (Uniform Guidance), and be consistent with the intent and scope of the Program. The County reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Ineligible expenses include, but are not limited to: costs incurred in submitting an application; taxes (except sales taxes on Eligible Expenses); work stipends or wage subsidies (except approved personnel expenses); funding advocacy or lobbying efforts; administrative, personnel and programmatic funding for existing operations; and other uses ineligible under ARPA or 2 C.F.R. Part 200 (Uniform Guidance).

Grantee shall hold the County harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal or state agencies or by the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the State or the federal government.

Grantee will return to the County or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the County may deduct the appropriate amount from subsequent payments due to Grantee from the County. The County also reserves the right to recover such funds by any other legal means including litigation if necessary.

ARTICLE 6. PAYMENTS OF GRANT AWARD FUNDS

Grant award funds shall be paid to Grantee according to the schedule set forth on Attachment C. Prior to receiving each advance of funds, Grantee shall provide to the County a payment request in accordance with Attachment C.

ARTICLE 7. METHOD OF PAYMENT

The method of payment is set forth in Exhibit E.

ARTICLE 8. REPORTING REQUIREMENTS

Grantee understands that the County is required to submit quarterly and annual reports to the Wisconsin Department of Administration. In addition, the County has public transparency obligations and subrecipient monitoring responsibilities under 2 C.F.R. Part 200 (Uniform Guidance).

At the County's request, Grantee shall provide the County with all information necessary to comply with all requirements of the Wisconsin Department of Administration and other state and federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the County. Grantee's reporting obligations are further set forth in Attachment C. Such requests may include, but are not limited to, information from Grantee necessary for the County to provide relevant and current Title VI information pursuant to 28 C.R.F. 42.406 (federal non-discrimination compliance reviews). Grantee will also provide the County with all information necessary to accomplish any public transparency reporting or Grantee monitoring that the County deems necessary.

ARTICLE 9. GRANTEE REPRESENTATIONS AND WARRANTIES

In addition to the other provisions of this Grant Agreement, the Grantee hereby warrants and represents:

- a) That, subject to the updates contained in the Scope (Attachment A) and the Budget (Attachment B), the statements and representations in grant application (Attachment F) are true and correct and Grantee has read and understands the requirements set forth in this Grant Agreement and the grant announcement (Attachment F).
- b) All information disclosed by Grantee to the County in the course of its evaluation of Grantee's eligibility for funds is complete and accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.
- c) Grantee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on Grantee's ability to perform its obligations under this Grant Agreement or to otherwise engage in its business.
- d) Grantee has all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

- e) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- f) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not listed on the Wisconsin Department of Transportation Listing of Debarred, Suspended and Ineligible Contractors.
- g) Grantee is not listed on the Wisconsin Department of Revenue Delinquent Taxpayer List.
- h) Grantee is not listed on the Department's Ineligible Vendors Directory.
- i) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, during the four years preceding Grantee's execution of this Grant Agreement have not been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local government) transaction; ii) violation of federal or state antitrust statutes; iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; iv) making a false statement; or v) receiving stolen property.
- j) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, are not presently indicted, criminally charged, civilly charged, or under investigation for, any of the offenses identified in paragraph (i) above.
- k) Grantee has not had a public transaction terminated for cause or default during the four years preceding Grantee's execution of this Grant Agreement.

The above warranties and representations are true and accurate as of the date this Grant Agreement is executed by the parties and shall survive the termination thereof.

In the event the County discovers that any of the above is false or misleading in any material respect the County may exercise all remedies available to it, including but not limited to termination of this Grant Agreement and recoupment of the Grant Award as set forth in Article 21. If Grantee becomes non-compliant with any of the above from activity occurring during the Performance Period, Grantee shall immediately notify the County and the County may exercise all remedies available to it, including but not limited to termination of this Grant Agreement and recoupment of the Grant Award. The County's rights to recoupment as set forth herein shall survive the termination of this Grant Agreement.

ARTICLE 10. STANDARDS OF PERFORMANCE

Grantee shall perform activities as set forth in the grant application and described herein in accordance with those standards established by statute, administrative rule, the County, and any applicable professional standards.

ARTICLE 11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules, regulations, and guidance promulgated to implement ARPA. Grantee agrees to comply with the U.S. Constitution, applicable Federal statutes, regulations, and the terms and conditions of this Grant Agreement and the federal award.

Grantee must immediately disclose in writing to the County all violations of Federal and state criminal law potentially affecting the Grant Award or the State's Federal award, including but not limited to all offenses identified in section 9(i) of this Grant Agreement.

Specifically, Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

ARTICLE 12. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Grant Agreement, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. s. 51.01 (5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Awards estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by Grantee. Within fifteen (15) working days after this Grant Agreement is executed, Grantee shall submit the plan to the County unless compliance eligibility is current.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligible, the termination of this Grant Agreement, or the withholding of funds.

ARTICLE 13. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

With respect to funds received by Grantee under this Agreement, for each payment or distribution of funds made by Grantee to third-parties, including subrecipients, contractors, and beneficiaries, Grantee shall be responsible for ensuring third-party compliance with all laws, rules, and regulations applicable to the receipt of such funds, including but not limited to applicable requirements of 2 C.F.R. Part 200 (Uniform Guidance), and the affirmative action requirements set forth in Article 12.

ARTICLE 14. INTERNAL CONTROLS

Grantee shall establish and maintain effective internal controls over the Grant Award funds that provide reasonable assurance that Grantee is managing the Grant Award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

ARTICLE 15. SEGREGATION OF FUNDS AND ACCOUNTING RECORDS

Grantee shall maintain all Grant Award funds in a separate bank account used exclusively for the Grant Award funds or specifically identify the Grant Award funds in a separate internal account used to track all deposits, obligations, and expenditures of Grant Award funds. Grant Award funds shall be used only for purposes of Eligible Expenditures pursuant to this Grant Agreement. Grant Award funds shall not be intermingled with funds received from any other source, including but not limited to other grant awards received from the State pursuant to ARPA or the Coronavirus Relief Fund. Additional requirements of Grantee’s financial management system are set forth in Article 16 below.

ARTICLE 16. FINANCIAL MANAGEMENT SYSTEM

Grantee shall maintain a financial management system that complies with the requirements of 2 C.F.R. § 200.302, all other rules, regulations and requirements of the funding source described in Attachment D and with standards established by the Department to assure funds are spent in accordance with law. The financial management system shall permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to all applicable federal statutes and regulations and the terms and conditions of this Agreement.

Grantee shall assure that accounting records for funds received under this Grant Agreement are sufficiently segregated from other agreements, programs, and/or projects.

Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Grantee's chart of accounts and accounting system shall permit timely preparation of reports of Program expenditures by provider type as required by the County.

Grantee's financial management system shall further provide for the following:

- a) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
- b) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. §§ 200.328 and 200.329.
- c) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- d) Effective control over, and accountability for, all funds, property, and other assets. Grantee must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Comparison of expenditures with budget amounts for each Federal award.
- f) Written procedures to implement the internal control requirements of 2 CFR § 200.303.
- g) Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, subpart E, the terms and conditions of the Federal award and this Agreement.

ARTICLE 17. PROCUREMENT STANDARDS

Grantee shall maintain documented procurement procedures that conform to the procurement standards identified in 2 C.F.R. §§ 200.317 through 200.327. Grantee must maintain written standards of conduct governing procurement and the selection, award and administration of contracts that prohibit real or apparent conflicts of interest. No employee, officer, or agent of Grantee who has a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by Grant Award funds.

All costs incurred by Grantee and paid for with Grant Award funds must be reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

ARTICLE 18. RECORDKEEPING AND PUBLIC RECORDS LAW

During and for a period of five (5) years from the end of the Performance Period, Grantee shall maintain copies of all documents, including electronic documents and files, relating to Grantee's participation in the Program, including but not limited to all documents relating to goods and services purchased using Grant Award funds.

The County and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the County in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the County.

Pursuant to Wis. Stat. § 19.36(3), all records of Grantee that are produced or collected under this Grant Agreement are subject to public disclosure pursuant to a public records law request.

ARTICLE 19. AUDIT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with 2 C.F.R. Part 200 (Uniform Guidance), other than such provisions as the Treasury Department may determine as inapplicable to this Award and subject to such exceptions that may be otherwise provided by Treasury Department, and the State Single Audit Guidelines issued by DOA. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

***NOTE:** If an audit is required under the Uniform Guidance as described above, then this section does not apply as State Funded Awards will already be included in that audit.*

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by DOA. Audit reports are due to DOA within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review DOA's Single Audit Compliance Supplement for details on submission of the reporting package. <https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>.

ARTICLE 20. NO DUPLICATION OF FUNDS

No duplication of payment or reimbursement from another funding source is permitted. If Grantee receives funding from another source that is used to pay for or reimburse any expenditure that was reimbursed with funds received pursuant to this Grant Agreement, Grantee will notify the County, withdraw the claimed expenditure to the extent covered by another source, and (a) utilize the funds received under this Grant Agreement for other Eligible Expenses sufficient to cover the payment received for the withdrawn expenditure during the Performance Period, or (b) repay the amount to the County.

ARTICLE 21. REIMBURSEMENT OF FUNDS TO THE COUNTY

Grantee shall be responsible for reimbursement to the County for any disbursed funds which are determined by the County or the State to have been misused or misappropriated. The County may also require reimbursement of funds if the County determines that any provision of this Grant Agreement has been violated. Any reimbursement of funds which is required by the County, with

or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

ARTICLE 22. INDEMNIFICATION

In carrying out the provisions of this Grant Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the County. Grantee shall indemnify and hold harmless the County and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Grant Agreement.

Grantee shall indemnify and hold harmless the County and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third-parties to perform services or otherwise supply products or services. Grantee shall also hold the County harmless for any audit disallowance related to the allocation of administrative costs under this Grant Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 23. SUBLET OR ASSIGNMENT OF AGREEMENT

Except for work expressly attributed to sub-recipients and partners in Grantee's grant application, and except for work on the Project performed by Grantee's general contractor and subcontractors, Grantee, its agents, sub-recipients, and subcontractors shall not sublet or assign all or any part of the work under this Grant Agreement without prior written approval of the County. The County reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Grant Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The County bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 24. DISCLOSURE: STATE AND LOCAL PUBLIC OFFICIALS AND EMPLOYEES

Grantee shall not, as part of the Project, engage the services of any person or persons now employed by the County or State, including any department, commission or board thereof, to provide services relating to this Grant Agreement without the prior written consent of the County or State, as applicable, and the employer of such person or persons.

Grantee, its agents and employees shall observe all applicable provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 25. SUSPENSION OF PAYMENTS FOR FAILURE TO PERFORM

The County reserves the right to suspend or cease payment of Grant Award funds if required reports are not provided to the County on a timely basis or if sufficient performance of grant activities is not evidenced. The County further reserves the right to suspend or cease payment of funds under this Grant Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the County and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the County and may be a factor in a decision to withhold payment and may be cause for termination of this Grant Agreement.

ARTICLE 26. TERMINATION OF AGREEMENT

The County reserves the right to terminate this Grant Agreement in whole or in part, for cause, without penalty to the County, following written notice to Grantee and ninety (90) days' opportunity to cure. For the avoidance of doubt, termination by the County is permitted for, among other things: failure of Grantee to make sufficient progress, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation.

Upon receipt of termination notice, Grantee shall make available to the County program records, equipment, and any other programmatic materials. In the event the Grant Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund upon written demand to Grantee any payment made by the County to Grantee that exceeds actual approved costs incurred in carrying out the Program as of the date of termination.

ARTICLE 27. AMENDMENT

This Grant Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 28. SEVERABILITY

If any provision of this Grant Agreement shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Grant Agreement.

ARTICLE 29. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the County, the terms and conditions of this Grant Agreement shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Grant Agreement.

ARTICLE 30. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 31. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

ARTICLE 32. ENTIRE AGREEMENT

This Grant Agreement, including any and all attachments, exhibits and other documents referenced in Article 2, is the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

ARTICLE 33. THIRD PARTY RIGHTS

This agreement is intended to be solely between the parties hereto. No part of this agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

ATTACHMENT A

SCOPE OF WORK

Grant funds will be used to help construct the Center for Black Excellence & Culture (“Center”) at 655 W. Badger Road in Madison, WI. The 37,000 sf Center will be an iconic destination that showcases and nurtures Black talent and contributions, while affirming and uplifting the Black community. The Black community is creating a transformational, state-of-the-art facility where Black excellence is experienced through Black innovation, business, art, and events. Hundreds of Black people have led, inspired, and influenced the design of The Center.

Located in the heart of Madison’s historically Black neighborhood, The Center will provide a strong anchor for maintaining the diversity of South Park Street while helping avoid gentrification and displacement. The Center will have a large multipurpose performance space with capacity for 250, a smaller multipurpose performance space with capacity for 100, 4 meeting rooms, 2 art / maker spaces, an art gallery, a small store to sell arts and crafts, a literature center, a women’s center, a senior center space, 2 lounge spaces to host community events, and co-working space focused on developing the next generation of leaders.

ATTACHMENT B
BUDGET

SOURCES

CAPITAL CAMPAIGN DONATIONS	\$33,000,000
NEW MARKET TAX CREDITS	<u>\$3,026,900</u>
TOTAL	\$36,026,900

USES

PRE-DEVELOPMENT COSTS	\$1,543,500
PROFESSIONAL SERVICES	\$3,941,400
CONSTRUCTION	\$23,782,000
FF&E	\$1,340,000
OTHER EXPENSES	\$220,000
OWNER PROJECT CONTINGENCY	\$1,200,000
OPERATING RESERVE FUND	<u>\$4,000,000</u>
TOTAL	\$36,026,900

ATTACHMENT C**PAYMENT REQUEST; SEMI-ANNUAL REPORTING FORM**

Grantee shall submit Semi-Annual Report and Payment Request Forms every 6 months (semi-annually) for the duration of the Period of Performance for all activities. The first semi-annual report and payment request form will be due for costs incurred and activity performed within the Initial Payment Request Period which begins with the date the grant agreement is executed (signed by the GRANTEE and the GRANTOR). Semi-annual reports and payment requests will be required thereafter per the table below. In no event shall GRANTEE submit a request for payment to GRANTOR later than 90 days after the end of the Program's Performance Period.

Report and payment due dates:

Advance Funds Request Period	Semi-Annual Report and Payment Request Form Due	Anticipated Disbursement
Initial Payment Request Period	Within 30 days after Grant Agreement Execution	30 days from submittal of Initial Payment Request
January 1 through June 30	45 days before start of period	January 15
July 1 through December 31	45 days before start of period	July 15

INSTRUCTIONS:

The Program shall make available the Semi-Annual Report Form on the Program website:
<https://doa.wi.gov/pages/NeighborhoodInvestment.aspx>

ATTACHMENT D
SOURCE OF FUNDS

Federal Award Identification Number: SLFRP0135

Federal Award Date: May 18, 2021

CFDA #: 21.027 Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: Department of the Treasury

Total Amount of the Federal Award: \$2,533,160,626.50

Amount of Federal Funds Obligated by this Award: See Article 1

ATTACHMENT E

METHOD OF PAYMENT

The County shall make payment via the method of the County's discretion. The method of payment will either be via Automated Clearing House (ACH) or wire transfer.

Payment shall only be made after the Grant Agreement has been fully executed by Grantee and the County, any necessary forms are completed by the Grantee and received by the County, and responses are provided by the Grantee for any questions from the County within timeframes designated by the County.

Payments to Grantee that exceed allowable expenses pursuant to the terms of this Grant Agreement, if outstanding at the expiration of this Grant Agreement, shall be repaid to the County within sixty (60) days of the expiration date of the Performance Period.

Payments shall be used only for Eligible Expenses during the Performance Period.

ATTACHMENT F

COMPLETED GRANT APPLICATION

[Grantee's completed grant application and associated attachments are incorporated by reference.]

**GRANT ANNOUNCEMENT
NEIGHBORHOOD INVESTMENT GRANT PROGRAM**

[Available at

<tps://doa.wi.gov/DEO/Neighborhood%20Investment%20Fund%20Grant%20Announcement%0update d%201112021.pdf>