

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Res 030
Significant

DEPARTMENT Administration	CONTRACT/ADDENDUM #: <div style="font-size: 1.5em; text-align: center;">11959</div>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Contract</td> <td style="width: 50%; text-align: center;">Addendum</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: 0.8em;"> If Addendum, please include original contract number </td> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">POS</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">Other:</td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		↓	↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	Property Sale	<input checked="" type="checkbox"/>	Other:
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<input type="checkbox"/>	Property Sale																				
<input checked="" type="checkbox"/>	Other:																				
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																					
3. Term of Contract or Addendum: From: <u>6/15/14</u> To: <u>6/15/24</u>																					
4. Amount of Contract or Addendum \$2 million																					
5. Purpose: To grant \$2 million in capital funds to Domestic Abuse Intervention Services, Inc. (DAIS) for the development of a facility to serve victims of domestic violence																					
6. Vendor or Funding Source:																					
7. MUNIS Vendor Code: TBD 2172																					
8. Bid/RFP Number: N/A																					
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																					
11. Account No. & Amount, Org. & Obj. <u>CPADMIN 57265</u> Amount \$ <u>2,000,000</u> Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																					
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																					
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																					
14. Director's Approval																					

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>NG</u> Received	_____	<u>5-6-14</u>	_____
<u>CG</u> Controller	_____	_____	<u>5/6/14</u>
<u>CC</u> Corporation Counsel	_____	<u>5-7-14</u>	<u>5-7-14</u>
<u>RM</u> Risk Management	_____	<u>5/6/14</u>	<u>5/6/14</u>
<u>REJ</u> ADA Coordinator	_____	<u>5/6/14</u>	<u>5/6/14</u>
<u>CA</u> Purchasing Agent	_____	_____	<u>5/6/14</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address
Contact Person
Phone No.
E-mail Address

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Chuck Hicklin</u> Dept.: <u>Admin/Controller</u>	Phone: <u>266-4109</u> Mail Address: _____
E-mail: <u>hicklin@countyofdane.com</u>	

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 5/7/14 Signed: 
 Telephone Number: 6-4519 Print Name: Travis Mylen

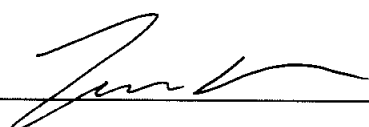
MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*


1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 5/7/14 Signature: 

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 5/7/14 Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**GRANT AGREEMENT BETWEEN
DANE COUNTY AND DAIS, LLC**

This Agreement is made and entered into by and between Dane County, a quasi-municipal corporation in the State of Wisconsin (hereinafter "GRANTOR"), and DAIS, LLC, a single member Wisconsin limited liability company that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code because its sole member is Domestic Abuse Intervention Services, Inc. ("DAIS"), an organization that is recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code (hereinafter "GRANTEE").

WHEREAS, the Wisconsin Legislature has found and determined that DAIS works to ensure the safety and well-being of domestic violence survivors and their families and works in coordination with domestic violence programs and shelters across the state of Wisconsin and the support of DAIS would greatly benefit state residents; and

WHEREAS, the Wisconsin Legislature has determined that it is in the public interest, and it is the public policy of this state, to aid in the construction of a facility for the purpose of offering domestic violence intervention services and programs (the "**Project**") in the town of Madison, county of Dane; and

WHEREAS, the Wisconsin Constitution and Wis. Stat., §67.04(2) (a), permit counties to borrow money and issue bonds to finance any project undertaken for a public purpose; and

WHEREAS, Wis. Stat., §59.53(3) provides that the County Board may make payments to a nonprofit organization that has as a primary purpose providing assistance to individuals who are the victims of domestic violence and related crimes; and

WHEREAS, on (date) the Dane County Board of Supervisors approved a Grant of \$2,000,000.00 to DAIS, LLC for construction costs for the Project; and

WHEREAS, as a condition of the Grant GRANTEE agrees to use the Project primarily to accommodate the immediate need for additional space for domestic abuse intervention services and programs in Dane County.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is acknowledged by each party for itself, GRANTOR and GRANTEE do agree as follows:

1. The Project consists of constructing a new DAIS facility located at 2102 Fordem Avenue, Town of Madison, Dane County Wisconsin. The legal description of the facility is attached hereto as Exhibit A, incorporated by reference as though fully stated.
2. The term of this Agreement shall be for a period commencing as of the date the Agreement is fully executed and continuing for a period of ten years.

3. GRANTOR shall make payments to Park Bank (1815 Greenway Cross, Fitchburg, WI 53713) and DAIS, LLC on behalf of the GRANTEE in the amount of \$2,000,000.00, as reimbursement for construction expenses paid by the GRANTEE, including reimbursement to DAIS LLC for expenses already paid. The GRANTOR shall disburse the Grant as a payment based on a requisition (Form of Requisition attached as Exhibit B, incorporated by reference as though fully stated). It is understood and agreed that upon execution of the agreement, GRANTEE may submit a requisition request for reimbursement of expenses already incurred to date, which shall include requisite invoices and evidence of payment.
4. The GRANTEE shall provide information to the GRANTOR showing that it has secured additional funding commitments for the remainder of the approximately \$3,600,000.00 project cost from non-county revenue sources, the non-county revenue sources are reasonable and available and the total funding commitments of the county and the non-county sources will permit GRANTEE to satisfy the payments to aid in the construction of the Project. The GRANTEE shall provide such additional information as may be required by the GRANTOR from time-to-time to show its compliance with the requirement of this paragraph.
5. In exchange for the Grant payment, GRANTEE agrees that the Project constructed with funds from the Grant shall be used primarily for domestic abuse programs and services for a minimum period of ten (10) years. If the Project is not used for the purposes prescribed herein for a minimum period of ten years, this shall constitute a condition of default and GRANTEE shall repay GRANTOR pursuant to the schedule established in the attached Exhibit C, incorporated by reference as though fully stated.
6. Other than payment of the \$2,000,000.00 in Grant funds, GRANTOR and its agencies, officers and employees will have no obligation regarding the Project. Therefore, the GRANTEE hereby agrees to indemnify, hold harmless and defend GRANTOR and its agencies, officers and employees against any financial obligation or liability regarding the construction of the Project including, but not limited to, injury to any person or property or environmental hazards which may be encountered in the construction, maintenance and management of the Project. GRANTEE shall maintain full replacement cost coverage for the facility and, upon loss or destruction of the facility within its first ten (10) years of operation, shall repair or rebuild the facility within three (3) years from the date of loss or repay to GRANTOR the amount of the Grant in accordance with the schedule established in the attached Exhibit C as of the date of the loss. The form of this replacement cost coverage shall be satisfactory to the GRANTOR.
7. The GRANTEE shall establish a record keeping system, which assures that the GRANTEE is in compliance with this Agreement. The system shall provide a historic account of Agreement activities for examination and review by anyone authorized by the GRANTOR. Records must be maintained after final completion of construction for a period of not less than three (3) years.

The minimum acceptable records for administrative purposes of this Agreement consist of invoices for allowable construction costs, materials and equipment and construction services and professional, architectural and engineering fees.

The GRANTEE shall maintain sufficient segregation of accounting records for this Agreement separate from other agreements, projects and programs. Documents related to this Agreement shall be made available for review by the GRANTOR during normal business hours. The GRANTOR shall have access to all records related to this Agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, the GRANTEE shall provide copies in such form as may be requested by the GRANTOR. This provision shall also apply in the event of termination of this Agreement.

If GRANTEE receives additional State or Federal grant funds for construction costs related to the Project, the GRANTEE agrees that any combination of State, Federal or GRANTOR funds will not exceed 100% of the Project's construction costs.

8. GRANTEE shall execute and deliver to COUNTY at closing, a Mortgage on the property as described in Exhibit A to secure payment of the principal of the Grant in the event of a default as described herein. The Mortgage shall be in a form satisfactory to GRANTOR. Upon the request of GRANTEE, GRANTOR shall issue a satisfaction of mortgage ten years from the effective date of this Agreement.
9. GRANTEE shall at all times comply with, and cause the Project to be in compliance with, all federal, state, Dane County and other municipal laws and regulations which are applicable to the Project or applicable to GRANTEE. GRANTEE shall independently learn which such laws and regulations are applicable to the Project, and shall not rely exclusively upon GRANTOR, or the GRANTOR's officers, officials, employees or agents, to make such determinations. The specific references to particular statutes, regulations and local laws referenced in this Agreement mean those that are in effect on the date hereof.
10. Except when such losses, claims, damages or liabilities are the fault of GRANTOR, GRANTEE shall indemnify and hold GRANTOR harmless against any losses, claims, damages, or liabilities to which GRANTOR may be subject as a result of any claim for services related to the transactions contemplated hereunder or arising out of any such claim, including but not limited to claims arising from the construction, use or occupancy of the Project and including all common law damage claims, civil rights actions, or contractual claims of any kind and will reimburse GRANTOR for any reasonable legal or other expenses incurred by it in investigating or defending any such claim or liability asserted therefore.
11. No right of access by the general public to any portion of the Project and the property is granted by this Agreement. It is further understood by all parties that the existence of this Agreement does not subject DAIS, Inc. or DAIS, LLC to the requirements of Open

Meetings or Open Records under Chapter 19 of the Wisconsin Statutes, except with respect to the specific records related to the fulfillment of this Agreement and the Grant.

12. 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 GRANTOR of any breach of the covenants of this Agreement or a waiver of any default of GRANTEE and the making of any such payment or acceptance of any such service or product by GRANTOR while any such default or breach shall exist shall in no way impair or prejudice the right of GRANTOR with respect to recovery of damages or other remedy as a result of such breach or default.
13. During the term of this Agreement, GRANTEE 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). GRANTEE 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.
14. GRANTEE may seek to expand or enhance the Project in the future to provide additional domestic violence intervention services and programs. In so far as funds needed to complete future expansions may be provided by parties that wish to secure their funding interest by future mortgages on the Project, GRANTOR agrees to subordinate their interests in this Agreement to these future parties and their mortgages.
15. CIVIL RIGHTS COMPLIANCE:
 - A. If GRANTEE has 20 or more employees and receives \$20,000 in annual contracts with GRANTOR, the GRANTEE shall submit to GRANTOR 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. GRANTEE shall also file an Affirmative Action (AA) Plan with GRANTOR in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. GRANTEE 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 GRANTOR. 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 GRANTOR 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 GRANTEE 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 GRANTEE's Plan is sufficient.

- B. GRANTEE agrees to comply with the GRANTOR's civil rights compliance policies and procedures. GRANTEE agrees to comply with civil rights monitoring reviews performed by the GRANTOR, including the examination of records and relevant files maintained by the GRANTEE. GRANTEE agrees to furnish all information and reports required by the GRANTOR as they relate to affirmative action and non-discrimination. GRANTEE further agrees to cooperate with GRANTOR in developing, implementing, and monitoring corrective action plans that result from any reviews.
 - C. GRANTEE shall post the Equal Opportunity Policy, the name of GRANTEE'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 GRANTOR's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. GRANTEE shall supply to GRANTOR'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. GRANTEE shall provide copies of all announcements of new employment opportunities to GRANTOR's Contract Compliance Officer when such announcements are issued.
 - E. If GRANTEE is a government entity having its own compliance plan, GRANTEE'S plan shall govern GRANTEE's activities.
16. GRANTEE agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent, if such a benefit cannot reasonably be provided. GRANTEE agrees to make available for GRANTOR inspection of the GRANTEE's payroll records relating to employees

providing services on or under this contract or subcontract. If any payroll records of a GRANTEE contain any false, misleading or fraudulent information, or if GRANTEE fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

17. GRANTEE 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 GRANTEE's registered agent is: (Shannon Barry, 2002 Monroe St., P.O. Box 1761, Madison, WI 53701). GRANTEE shall notify GRANTOR immediately, in writing, of any change in its registered agent, his or her address, and GRANTEE's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
18. 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.
19. 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.
20. The entire agreement of the parties is contained herein, and including all attached exhibits, 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.
21. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
22. This Grant Agreement shall be recorded in the Office of the Register of Deeds, Dane County.

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

FOR GRANTOR:

Joseph T. Parisi, County Executive

Date

Scott McDonell, County Clerk

Date

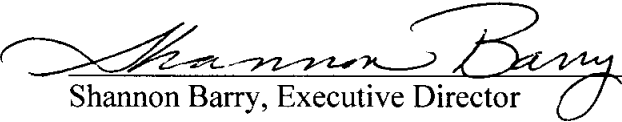
FOR GRANTEE:



Cecely Castillo, Board President

4/30/2014

Date



Shannon Barry, Executive Director

4/30/14

Date

GRANT AGREEMENT BETWEEN
DANE COUNTY AND DAIS, LLC

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT A
PROPERTY

PART OF GOVERNMENT LOT TWO (2), BEING FRACTIONAL SOUTH ½ OF NORTHEAST ¼ OF SECTION 12, TOWN 7 NORTH, RANGE 9 EAST; TOWN OF MADISON, CITY OF MADISON, DANE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT TWO (2), WHICH IS N 00°10'00" W, 647.8 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE N 74°02'07" W, 349.93 (RECORDED AS N 74°00' W, 349.9 FEET) TO AN IRON STAKE; THENCE N 11°18'43" E, 210.51 FEET (RECORDED AS NORTH 210.3 FEET); THEN N 00°28'59" W, 87.65 FEET (RECORDED AS N 00°10' W, 87.5 FEET) TO AN IRON STAKE; THENCE S 89°47'00" E, 62.00 FEET TO AN IRON STAKE; THENCE S 00°10'00" E, 10.00 FEET TO AN IRON STAKE; THENCE S 89°47'00" E, 232.75 FEET (RECORDED AS 232.8 FEET) TO THE EAST LINE OF THE SAID NORTHEAST ¼ OF SECTION 12; THENCE S 00°10'00" E ALONG SAID EAST LINE, 379.20 FEET TO THE POINT OF BEGINNING, TOGETHER WITH AND SUBJECT TO A RIGHT OF WAY 20 FEET IN WIDTH AS SET FORTH IN VOLUME 616 OF DEEDS, PAGE 325, DOCUMENT NUMBER 879496 IN THE DANE COUNTY REGISTER OF DEEDS. THIS PARCEL IS ALSO SUBJECT TO A HIGHWAY OVER THE EAST 33 FEET THEREOF.

Common Address: 2102 Fordem Avenue, Madison, WI 53704

PIN: 032/0709-121-9940-7

GRANT AGREEMENT BETWEEN
DANE COUNTY AND DAIS, LLC

EXHIBIT B

Dane County
(address)

To Whom It May Concern:

Requisition Date: _____ Requisition Number _____

Requisition of Construction Grant Funds
Domestic Abuse and Intervention Services (DAIS)/DAIS, LLC Project

On behalf of the DAIS, Inc. Board of Directors, acting in its capacity as sole member of DAIS, LLC, a draw on available grant funds for the above project is hereby requested. The invoice(s) for which reimbursement is requested are listed and attached separately. This grant draw is to reimburse construction invoice(s) at the DAIS facility and shelter paid by DAIS, LLC. The calculation of the amount of grant available and this draw is as follows:

1. Total Amount of Grant:	\$2,000,000.00
2. Total of Previous Grant Draws	0.00
3. Remaining Grant Available:	\$2,000,000.00
4. Total Invoices Submitted/Grant Draw	\$0.00
5. Cumulative total of Grant Draws (line 2 plus line 4)	\$0.00
6. Remaining Grant Available (line 1 minus line 5)	\$2,000,000.00

On behalf of DAIS, Inc., I hereby certify that the invoices submitted with this letter are true and correct copies of the original invoices paid by DAIS, LLC for the DAIS facility and shelter and the amounts requested for payment under this Requisition are due to Park Bank (1815 Greenway Cross, Fitchburg, WI 53713) and DAIS, LLC.

Sincerely,

_____, President
DAIS Board of Directors

GRANT AGREEMENT BETWEEN
DANE COUNTY AND DAIS, LLC

EXHIBIT C

GRANTEE agrees that the facility and shelter located at 2102 Fordem Avenue, City of Madison, Dane County, Wisconsin shall be primarily used as a domestic abuse shelter and program facility for a minimum period of ten years from its initial date of operation. In the event it is not used for the purposes defined herein, GRANTEE shall be in default and shall repay the grant according to the following pro rata schedule:

<u>Year</u>	<u>Amount of Repayment</u>
1	\$ 2,000,000.00
2	1,800,000.00
3	1,600,000.00
4	1,400,000.00
5	1,200,000.00
6	1,000,000.00
7	800,000.00
8	600,000.00
9	400,000.00
10	200,000.00