

Dane County Contract Cover Sheet

RES 027
Significant

Dept./Division	Human Services/Housing Affordability
Vendor Name	Dane Buy Local
Vendor MUNIS #	22687
Brief Contract Title/Description	To add additional funding for a small business support program
Contract Term	Ends 12/31/2020
Total Contract Amount	\$ 10,000,000

Contract # <small>Admin will assign</small>	13980B
Addendum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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 checked="" type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	CDCOMRLF	Obj Code	NEW	Amount	\$ 10,000,000
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	027
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
mg	Received by DOA	4/30/20		
ch	Controller		4/30/20	approval via email
cac	Purchasing		4/30/20	approval via email
cap	Corporation Counsel		4/30/20	approval via email
dl	Risk Management		4/30/20	approval via email
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Casey Becker	Name	
Phone #		Phone #	
Email		Email	
Address		Address	

Certification:	
The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	
	<i>Shawn Tessmann</i>	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	5/1/20
	Comments	
Corporation Counsel	Signature	Date
	<i>Carlos Pabellon</i>	4/30/20
	Comments	

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2020 RES-027

**APPROVING A SECOND ADDENDUM TO A CONTRACT FOR AN EMERGENCY
SMALL BUSINESS ASSISTANCE GRANT PROGRAM**

The Coronavirus pandemic has caused severe dislocation among small businesses in Dane County. The county has received funding under the COVID Relief Fund of the CARES Act. One of the permitted uses of these funds is for small business assistance programs. Dane Buy Local Foundation, Inc. has seen enormous demand for the small business assistance program it has been administering for the county. The availability of CARES ACT funding will allow a substantial increase in the scope of this program to more closely meet the demand with the addition of \$10 million in funding.

THEREFORE BE IT RESOLVED that the County Executive and County Clerk are authorized to execute the second addendum to the contract with Dane Buy Local Foundation, Inc. for a business assistance grant program in the amount of \$10,000,000.

BE IT FURTHER RESOLVED that \$10,000,000 be appropriated in account CDCOMRFL 20101 "Dane Buy Local Grants" and account CDCOMRLF NEW "CARES ACT Revenue" be increased by \$10,800,000, and

BE IT FINALLY RESOLVE that the Controller's Office is authorized to issue checks related to the contract with Dane Buy Local.



13980B

SECOND ADDENDUM TO DANE COUNTY CONTRACT

THIS SECOND ADDENDUM, is made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as “County”) and DaneBuy Local Foundation, Inc. (hereinafter, “Provider”).

WITNESSETH:

WHEREAS PROVIDER and COUNTY, by a separate document, Dane County Contract #13980 (hereinafter, the “Master Agreement”), have previously entered into a contractual relationship for the purpose of establishing and administering a targeted small business grant program designed to mitigate the economic impact of the coronavirus (COVID-19) outbreak;

WHEREAS, COUNTY and PROVIDER entered into an Addendum to the Master Agreement, Dane County Contract, #13980A (hereinafter “First Addendum”) which supplemented the amount of funding for the grant program by \$550,000 for a total of \$800,000;

WHEREAS, COUNTY AND PROVIDER now wish to further modify the terms of the Master Agreement and the First Addendum to supplement the total amount of funding for the grant program, among other changes (“Second Addendum”);

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 hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement and First Addendum shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This Second Addendum shall control only to the extent of any conflict between the terms of the Master Agreement, First Addendum and this Second Addendum.
2. Capitalized terms herein have the same meaning as used in the Master Agreement unless otherwise noted.
3. SCHEDULE A is modified as set forth below:
 - Section I.d. is created as follows:

PROVIDER shall also make reasonable efforts to solicit applications from locally owned restaurants, small retailers, hair salons, fitness centers and other local businesses. As part of its outreach, PROVIDER shall ensure



SECOND ADDENDUM TO DANE COUNTY CONTRACT

that such businesses in rural communities are also encouraged to apply for grants under the Program.

4. SCHEDULE B is modified as set forth below:

- Section I.a. is deleted in its entirety and replaced with the following:

PROVIDER shall be permitted to retain up to \$180,000 of the Grant Fund in order to cover expenses related to the administration of the Program.

- Section II.a. is deleted in its entirety and replaced with the following:

In addition to the \$800,000 that COUNTY made previously available in the Master Agreement and the First Addendum, COUNTY shall make \$10,000,000 available to PROVIDER, for a total of \$10,800,000 in order to fund the PROGRAM.

- Section II.b. is created as follows:

On a bi-weekly basis, PROVIDER agrees to invoice COUNTY with a list of grant recipients and their respective grant awards. COUNTY shall remit payment within ten (10) days from the receipt of invoice.

5. SCHEDULE C is modified as set forth below:

- Section III is created as follows:

Cooperation. PROVIDER understands and agrees that the funding provided under this Agreement is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act, and can only be used to respond to the COVID-19 public health emergency ("Emergency"). PROVIDER agrees to cooperate with COUNTY to the fullest extent possible in order to demonstrate that the Services provided under this Agreement were performed as a result of the Emergency. Such cooperation includes, but is not limited, to furnishing records, providing information when necessary, and making PROVIDER's officers and employees reasonably available to answer any inquiries.



SECOND ADDENDUM TO DANE COUNTY CONTRACT

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR PROVIDER:

Colin Murray

April 29, 2020

Date Signed

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed