

Dane County Contract Cover Sheet

Revised 07/2023

Res 298
significant

BAF # 24033
Acct: Breunig
Mgr: Chiuchiolo
Budget Y/N: _____

Dept./Division	Human Services / EAWS		
Vendor Name	Extended Hands Pantry, Inc.	MUNIS #	32294
Brief Contract Title/Description	Food pantry aid ARP grant UEI #Z7LTD9SDVCP2		
Contract Term	through 12/31/2024		
Contract Amount	\$ 425,000.00		

Contract # Admin will assign	15283
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	Spring Larson, Contract Coordination Assistant	Name	Jenny Czerkas, Operations Director
Phone #	608-242-6391	Phone #	(608) 213-5114
Email	dcdhscontracts@countyofdane.com	Email	jenny@extendedhandspantry.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 # 855	Org: 66000	Obj: 30022	Proj:	\$ 425,000.00
	Year 2024	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 # 298
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2023

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

APPROVAL	
Dept. Head / Authorized Designee	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2024.01.04 12:10:09 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 1.3.24

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 1/8/24	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, January 9, 2024 9:57 AM
To: Hicklin, Charles; Gault, David; Rogan, Megan
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15283
Attachments: 15283.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/9/2024 10:38 AM	Approve: 1/9/2024 10:38 AM
	Gault, David	Read: 1/9/2024 10:48 AM	Approve: 1/9/2024 10:50 AM
	Rogan, Megan	Read: 1/9/2024 9:57 AM	Approve: 1/9/2024 9:58 AM
	Stavn, Stephanie	Read: 1/9/2024 11:27 AM	
	Oby, Joe		

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

Contract #15283
Department: Human Services
Vendor: Extended Hand Pantry
Contract Description: Food Pantry Aid ARP Grant (Res _____)
Contract Term: 1/1/24 – 12/31/24
Contract Amount: \$425,000.00

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.

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2023 RES-298

**AWARDING FOOD PANTRY AID ARP GRANT
DCDHS – EAWS DIVISION**

Dane County Department of Human Services (DCDHS) Economic Assistance and Work Services (EAWS) Division is seeking authority to award a major agreement to a non-profit agency, providing support to communities impacted by COVID-19. This one time grant is the result of a grant-making process using American Rescue Plan (ARP) funds, and has already passed as part of the 2024 County Budget:

This resolution follows the format outlined in 2021 RES-013

Justification: EAWS has been granted funding authority to offer and allocate a one-time grant to Extended Hands Pantry, Inc. to bolster their efforts to meet client and community needs for those most impacted by the COVID-19 pandemic. Since March of 2020, Dane County has been negatively impacted by the COVID-19 pandemic. The pandemic has caused financial stress to many individuals and households, and caused economic dislocation due to losses of employment. More recently, inflationary pressures in the general economic and supply chain changes have caused increased food insecurities in Dane County. Increases in the price of gasoline, food, and rent have caused economic stress in many households in Dane County. This stress dramatically increased demand at local food pantries. These economic forces have also increased the cost for local food pantries to secure food to meet the demand.

Eligibility: Extended Hands Pantry, Inc. is eligible for this grant due to their non-profit status with 501(c)3 certification, focused on alleviating food insecurity with a fixed location in Dane County. They currently receive TEFAP commodities and have the need to expand cooler and dry good storage for bulk delivery and large scale food distribution capabilities. They are a newer DCDHS purchase of service (POS) provider; and the intent of this initiative is to support an emerging organization doing community based work during the pandemic. The grant period runs through December 31, 2024.

Pandemic Response: Grant activities include the following: 1) Purchase of culturally relevant food 2) Expansion of, or needed adaptation to, any current operating expenses to increase food security for Dane County residents; or 3) Improve food distribution infrastructure.

Leverage: The County's contribution will be \$425,000. As this is a direct aid initiative, there are no other funds available to leverage the county's contribution.

Duplication: The project is not duplicative of known services.

Guidance: Treasure guidance provides the county has board authority for expenditures that address the pandemic and its economic impacts.

Outcomes: The expected outcome is a reduction in food insecurity.

Reporting: Grantee shall report implementation progress quarterly. Grantee will submit a final report by January 31, 2025 that shall summarize numbers served, program activities and service impact, dollars expended, outcomes or the impact their activities had on the community served by the grant activities including the equity challenge addressed.

NOW, THEREFORE, BE IT RESOLVED that the following agreement be awarded and that the County Executive and the County Clerk are hereby authorized and directed to sign the agreements on behalf of Dane County, and that the Controller is authorized to issue checks for grant issuance to this qualified agency, identified by the Department to receive funding under this initiative.

<u>Vendor</u>	<u>Amount</u>
Extended Hands Pantry, Inc.	\$425,000.00

2023 RES –

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03/2023

DANE COUNTY CONTRACT # 15283

GRANT AGREEMENT
ARPA

THIS GRANT AGREEMENT is made and entered into, by and between the County of Dane (hereafter referred to as "GRANTOR") and Extended Hands Pantry, Inc. (hereafter, "GRANTEE"),

WITNESSETH:

WHEREAS, GRANTOR, whose address is Department of Administration, 210 Martin Luther King, Jr. Blvd, Room 425, Madison, WI 53703, 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 desires to support GRANTEE's project to provide ethnic and culturally appropriate foods to county residents; and

WHEREAS GRANTEE, is a Wisconsin nonprofit corporation, whose address is 5603 Calico Drive, Madison WI 53718, and is able and willing to complete such a project;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, GRANTOR and GRANTEE 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 ("Effective Date") and shall end as of December 31, 2024 ("Expiration Date") unless terminated pursuant to this Agreement.

II. PURPOSE AND SCOPE:

A. In consideration of a grant in the amount of \$425,000 ("Grant Funds"), GRANTEE agrees to provide ethnic and culturally appropriate foods to county residents, and increase current capacity and infrastructure to serve growing number of pantry users. ("Project"). Notwithstanding any other provision of this Agreement to the contrary, GRANTOR shall never pay more than the amount of the Grant Funds.

B. GRANTEE 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, including the Scope of Work set forth in Exhibit A, which is fully incorporated herein by reference, and all applicable laws.

C.1. This Contract is a sub-recipient agreement funded with a federal assistance award to the County from the United States Department of the Treasury 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.**

C. 2. Grant funds may only be used for Eligible Expenses. "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.

C. 3. 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).

C. 4. 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 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 federal government.

C. 5. 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.

D. GRANTEE agrees to secure at GRANTEE's own expense all personnel necessary to carryout GRANTEE's obligations under this Agreement. Such personnel shall not be deemed to be employees of GRANTOR nor shall they or any of them have or be deemed to have any direct contractual relationship with GRANTOR.

III. ASSIGNMENT:

GRANTEE shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of GRANTOR unless otherwise provided herein.

IV. TERMINATION:

A. Failure of GRANTEE to fulfill any of its obligations under this Agreement in a timely manner, or violation by GRANTEE of any of the covenants or stipulations of this Agreement, shall constitute grounds for GRANTOR to terminate this Agreement by giving a thirty (30) day written notice to GRANTEE.

B. The following shall constitute grounds for immediate termination:

1. Violation by GRANTEE of any State, Federal or local law, or failure by GRANTEE to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. Failure by GRANTEE to carry applicable licenses or certifications as required by law.
3. Failure of GRANTEE to comply with reporting requirements contained herein.
4. Inability of GRANTEE to perform the work provided for herein.

C. In the event GRANTOR terminates this Agreement as provided in Subsections A & B, GRANTEE shall, within thirty (30) days of termination of this Agreement, return to the GRANTOR the full amount of the Grant Funds minus any amount that should be paid to GRANTEE for work that has been completed and which costs can be substantiated. GRANTOR may seek any and all other remedies available to it against the GRANTEE.

D. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out GRANTOR's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

V. PAYMENT:

GRANTOR's obligation to make payments under this Agreement is contingent upon GRANTEE demonstrating to GRANTORS satisfaction that GRANTEE has arranged sufficient funding to complete the project in a timely manner. It is currently estimated that the cost to complete the project is \$425,000.

VI. REPORTS:

GRANTEE agrees to make such reports as are required in the attached Exhibit 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 GRANTEE to comply with the time limits set forth in said Exhibit 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. GRANTEE shall indemnify, hold harmless and defend GRANTOR, 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 GRANTOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of GRANTEE's work or obligations 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 GRANTOR's, its agencies, boards, commissions, officers, employees or representatives. The obligations of GRANTEE under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and GRANTOR, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, GRANTEE shall, at GRANTEE'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, GRANTEE agrees to preserve GRANTOR's subrogation rights in all such matters that may arise that are covered by GRANTEE's insurance. Neither these requirements nor the GRANTOR's review or acceptance of GRANTEE's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the GRANTEE under this Agreement. The GRANTOR expressly reserves the right to require higher or lower insurance limits where GRANTOR deems necessary.

1. Commercial General Liability:

GRANTEE 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 GRANTEEs 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.

2. Commercial/Business Automobile Liability:

GRANTEE agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. GRANTEE further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event GRANTEE does not own automobiles, GRANTEE 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.

3. Workers' Compensation:

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

4. Umbrella or Excess Liability:

GRANTEE 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. GRANTEE agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Upon execution of this Agreement, GRANTEE shall furnish GRANTOR with a Certificate of Insurance listing DANE COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If GRANTEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, 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, GRANTEE shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. GRANTEE shall furnish GRANTOR, annually on the policy renewal date, a certificate of Insurance as evidence of coverage. It is further agreed that GRANTEE shall furnish the GRANTOR 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 GRANTEE or GRANTOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period

premium shall be paid by GRANTEE. In the event any action, suit or other proceeding is brought against GRANTOR upon any matter herein indemnified against, GRANTOR shall give reasonable notice thereof to GRANTEE and shall cooperate with GRANTEE's attorneys in the defense of the action, suit or other proceeding. GRANTEE shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, GRANTEE shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of GRANTEE. In case of any sublet of work under this Agreement, GRANTEE shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of GRANTEE.

D. The parties do hereby expressly agree that GRANTOR, 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 GRANTOR's Risk Manager taking into account the nature of the work and other factors relevant to GRANTOR's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment 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 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.

X. NON-DISCRIMINATION:

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.

XI. 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. GRANTEES 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 GRANTOR, 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.

XII. MISCELLANEOUS:

A. Registered Agent.

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 readily available and current. 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.

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.

F. Execution:

This Agreement has no effect until signed by both parties. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other

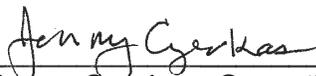
electronic means representing an authorized signature by GRANTEE. GRANTEE shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

G. Copies Valid:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

IN WITNESS WHEREOF, GRANTOR and GRANTEE, 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 GRANTEE:



Jenny Czerkas, Operations Director

1/3/2024

Date

* * *

FOR GRANTOR:

Joseph T. Parisi, Dane County Executive

Date

Scott McDonell, Dane County Clerk

Date

EXHIBIT A

SCOPE OF WORK

I. Services to be Purchased

A. Description

PROVIDER shall address the following community needs:

Since March of 2020 Dane County has been negatively impacted by the COVID-19 pandemic. The pandemic caused financial stress to many individuals and households. Most recently, inflationary pressures in the general economy and supply chain changes have caused increased food insecurity in Dane County. Increases in the price of gasoline, food and rent have caused economic stress in many households in Dane County. This stress has dramatically increased demand at local food pantries. These economic forces have also increased the cost of local pantries to secure food and meet the demand.

Service Location: 6402 Schroeder Rd, Madison WI 53711

Mailing Address: 5603 Calico Dr, Madison, WI 53718

B. Persons to be Served:

1. Target Population

Individuals and families in Dane County who have low-incomes and/or are experiencing food insecurities.

2. Commencement Date

Provider shall commence services upon execution of the contract and receipt of first payment.

3. End Date:

Provider shall render all services by 12/31/2024. This is a one-time grant and is not subject to renewal.

II. Provider Responsibilities

A. During the term of this agreement the PROVIDER shall:

1. Work with wholesale vendors to purchase culturally relevant, perishable and non-perishable food at best available pricing for distribution to sites identified by PROVIDER.
2. Increase capacity by improving warehouse space, and purchasing refrigerated truck.
3. Employ .5 FTE or more staff member with grant (25 hrs/wk) to assist in fulfilling all aspects of food pantry operations.

III. Other Features and Requirements

A. PROVIDER and COUNTY agree that, during this agreement, terms may be renegotiated to address changes in program plans and available revenues.

B. PROVIDER shall commit sufficient hours of staff time to deliver the services described above.

EXHIBIT B PAYMENT TERMS

1. PROVIDER award amount is \$425,000.
2. PROVIDER will use those funds for the following purpose & allocation:

Purpose	% Allocation	Amount
Food	31%	\$132,000.00
Electric Refrigerated Truck	38%	\$161,500.00
Warehouse Equipment/other (food serving equip)	20%	\$87,000.00
Staff and Admin Costs (office equip, rent)	10%	\$44,500

If PROVIDER needs to reallocate funds for a different purpose, PROVIDER will be allowed to reallocate up to 5% (\$21,250) of the total award amount to a different purpose (from the purposes listed above) without COUNTY approval.

If the reallocation of funds are over 5% of the total award amount, PROVIDER will notify COUNTY by email regarding the amount and rationale of the reallocation of funds. COUNTY will review the proposed reallocation and will notify PROVIDER if the proposal is either accepted or denied.

3. Before payment can be made by COUNTY to PROVIDER, the following requirements will need to be met for each purpose category:
 - a. Food – PROVIDER will submit a price quote or invoice related to the food purchase to COUNTY.
 - b. Staff – PROVIDER still submit a personnel schedule to COUNTY that presents their budgeted staffing costs.
 - c. Equipment – PROVIDER will submit a price quote or invoice related to the equipment purchase to COUNTY
4. When the contract period ends, a final settlement reconciliation will be calculated by COUNTY. PROVIDER will need to submit documentation support (e.g. invoices, payroll report, expense report, etc.) of actual expenses occurred and paid out throughout the entire contract period. At that time, any overpayments made to PROVIDER & unspent funds will be due to COUNTY.

All financial documentation support can be sent to:

Lisa Breunig (Breunig.Lisa@countyofdane.com).

EXHIBIT C REPORTS

I. Reporting Requirements

A. PROVIDER shall:

1. Submit quarterly reports to its Dane County contract manager by e-mail by the end of the following month, April 30, July 31, and October 31, 2024 with final report due January 31, 2025. Quarterly report shall follow Formsite (or similar) format used in 2023 grant reporting.

2. Quarterly reports shall detail the amount of funding used and total number of households served.

3. Final reporting is due by January 31, 2025 or 30 days after depletion of grant funds, whichever comes first. Final reporting (also via Formsite or similar) will include a description of the completed grant activities, including population served, a summary of program experience, dollars expended, outcomes or program impact on the community served by the activity, and what equity challenge or opportunity was addressed.

COUNTY may take corrective action if PROVIDER fails to submit reports timely, including termination of payment of PROVIDER expense claims until outstanding reports have been submitted. Reports are to be submitted quarterly until the grant funds are depleted.