

Dane County Contract Cover Sheet

Revised 04/2021

Res 064
Significant

Dept./Division	Administration		
Vendor Name	Badger Prairie Needs Netw	MUNIS #	24908
Brief Contract Title/Description	Grant for an addition to the service building for job training and congregate meals		
Contract Term	12/31/24		
Contract Amount	\$ 2,000,000.00		

Contract # Admin will assign	14373
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

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

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

MUNIS Req.	Req #	Org: ADMADM	Obj: 30031	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	2021
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input 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 type="checkbox"/> Modifications and reviewed by: Carlos	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL – Department	
Dept. Head / Authorized Designee	Charles Hicklin

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 6/7/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, June 8, 2021 3:07 PM
To: Hicklin, Charles; Clow, Carolyn; Pabellon, Carlos; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14373
Attachments: 14373.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/9/2021 8:52 AM	Approve: 6/9/2021 8:52 AM
	Clow, Carolyn		
	Pabellon, Carlos	Read: 6/8/2021 3:53 PM	Approve: 6/8/2021 3:56 PM
	Lowndes, Daniel	Read: 6/8/2021 3:54 PM	Approve: 6/8/2021 4:10 PM
	Stavn, Stephanie	Read: 6/8/2021 4:07 PM	
	Oby, Joe		

Contract #14373

Department: Administration

Vendor: Badger Prairie Needs Network

Contract Description: Grant for addition to the service building for job training and congregate meals (Res 064)

Contract Term: 6/15/21 – 12/31/24

Contract Amount: \$2,000,000.00

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

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.

Goldade, Michelle

From: Clow, Carolyn
Sent: Wednesday, June 9, 2021 5:44 AM
To: Goldade, Michelle
Subject: Approve: Contract #14373

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2021 RES-064

**AMENDING THE 2021 BUDGET AND AWARDING A CONTRACT
TO THE BADGER PRAIRIE NEEDS NETWORK FOR FACILITY EXPANSION**

This project is proposed to be funded with a portion of the county’s American Rescue Plan allocation. Therefore, this resolution follows the format outlined in 2021 RES-013.

Justification: 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 has caused economic dislocation due to losses of employment.

Pandemic Response: Badger Prairie Needs Network is a volunteer operated non-profit that provides food pantry services, congregate meals and other basic services to Dane County residents especially those in Fitchburg, Verona, and other areas in the southwestern portion of the county. BPNN leases the former administration building at the Badger Prairie Campus. Since the lease began, the organization has made continual investments to expand its service offerings. This project involves a 4,500 square foot expansion of the facility to expand congregate meals services and to initiate cooperative job training programs at the site. Expanding food security and economic opportunity will address the dislocations exacerbated by the pandemic.

Leverage: The county’s contribution will be \$2 million of the total project cost of \$2.6 million, thereby leveraging \$600,000 in private funding. BPNN is also partnering with local employers and community groups on its training programs.

Duplication: The project is not duplicative of known services.

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

Outcomes: With the expanded facility, BPNN will have enhanced pantry services, expanded communal meals and be positioned to provide job training services.

Reporting: BPNN will provide regular reports to the county.

THEREFORE BE IT RESOLVED that revenue account ADMADM 81367 “ARP Revenue” be increased by \$2,000,000 and that expenditure account ADMADM 30031 “ARP Training Center” be created with a budget amount of \$2,000,000; and

BE IT FINALLY RESOLVED that the County Executive and County Clerk are authorized to execute the associated agreement and the Controller’s Office is authorized to issue payments pursuant to the contract.

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into, by and between the County of Dane (hereafter referred to as "GRANTOR") and Badger Prairie Needs Network, Inc. (hereafter, "GRANTEE"),

WITNESSETH:

WHEREAS, GRANTOR, whose address is Department of Administration, 210 Martin Luther King, Jr. Blvd, Room 425, Madison, WI 53703 desires to support GRANTEE's project to establish a training center/gathering space for job training, wellness programming, and a weekend community meal program;

WHEREAS GRANTEE, whose address is 1200 E. Verona Ave, Verona, WI 53593 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 \$2,000,000 ("Grant Funds"), GRANTEE agrees to complete the establishment of a 4800 sq. ft. job training, wellness programming, and weekend community meal program site at the Badger Prairie Needs Network facility located at 1200 E. Verona Ave, Verona, WI 53593 ("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 terms set forth in Exhibit A, which is fully incorporated herein by reference, and all applicable laws.
- C. GRANTEE agrees to secure at GRANTEE's own expense all personnel necessary to carry out 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/TRANSFER:

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. 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.
- D. In the event GRANTOR terminates this Agreement as provided herein, 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.
- V. **PAYMENT:**
GRANTOR agrees to make such payments as required under this Agreement in the manner specified herein and in the attached Exhibit B, which is fully incorporated herein by reference.
- 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.

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.

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.

Workers' Compensation.

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

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. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings. During the term of this Agreement, GRANTEE shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that GRANTEE has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects GRANTEE'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the GRANTOR may take such action.
- B. Appeal Process. GRANTEE may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. GRANTEE shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. MISCELLANEOUS:

- A. Registered Agent. 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.

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:

Just M. Bellamy Pres.

6-3-21
Date Signed

Mark Smith Vice Pres.

6-3-21
Date Signed

FOR GRANTOR:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonnell, Dane County Clerk

Date Signed

EXHIBIT A

I. **Project.**

A. GRANTEE shall use the Grant Funds (in the amount of \$2,000,000) for the sole purpose of constructing a 4800 sq. ft. job training, wellness programming, and weekend community meal program site at the Badger Prairie Needs Network facility located at 1200 E. Verona Ave, Verona, WI 53593 ("Project").

B. GRANTEE agrees that the Grant Funds were provided as a result of GRANTEE's proposal to use the 4800 sq. ft. addition to provide the following:

1. Employment assistance, including training for those community members who have been impacted by the COVID-19 pandemic.
2. Wellness programming, including mindfulness training, financial education, yoga, nutrition education focusing on diabetes, hypertension, weight management) for community members in need of such assistance as a result of the pandemic.
3. Weekend meal programs for persons impacted by the COVID-19 pandemic.

C. GRANTEE agrees that the Project shall require the construction of a 4800 sq. ft. addition to the facility located at 1200 E. Verona Ave., Verona, WI 53953 ("Facility"), and as a result shall be governed by a separate lease previously executed between the parties ("Lease").

D. GRANTEE agrees to be responsible for securing any necessary permits, CUPs, or other zoning approvals that are necessary in order to construct the Project.

E. GRANTEE shall establish and operate the Project in accordance with all applicable federal, state and local regulations.

II. **Budget.**

A. GRANTEE agrees to use the Grant Funds to defray the costs for the construction of the Project. It is expressly understood that the Grant Funds do not represent the total cost of construction of the Project, and GRANTEE shall remain responsible for raising funds to cover the remainder of the Project.

B. No portion of the Grant Funds shall be used to defray any costs that were the result of changes to the Project, unless such changes have been pre-approved in writing by Grantor.

III. **Records.** All records created or associated with this Agreement shall be maintained for a period of not less than seven (7) years after all matters pertaining to this Agreement are resolved or completed.

IV. **Time & Cooperation.**

A. GRANTEE shall commence and complete its obligations under this Agreement in a sound, economical and efficient manner in accordance with this Agreement and all applicable laws.

B. GRANTEE understands and agrees that the Grant Funds provided under this Agreement are made available under the American Rescue Plan Act of 2021 ("ARPA"). GRANTEE agrees to cooperate with GRANTOR to the fullest extent possible in order to demonstrate that the Grant Funds provided under this Agreement were disbursed in accordance with ARPA. Such cooperation includes, but is not limited, to furnishing records, providing information when necessary, and making GRANTEE's officers and employees reasonably available to answer any inquiries.

**EXHIBIT B
PAYMENTS**

I. **GRANT FUNDS**

- a. GRANTOR has made available a total of \$2,000,000 to fund the construction of the Project.
- b. Within ten (10) days after GRANTEE obtains all necessary permits and/or approvals related to the construction of the Project, GRANTEE shall invoice GRANTOR for 25% of the Grant Funds. (\$500,000).
- c. GRANTEE shall invoice GRANTOR on or after November 30, 2021 for 30% of the Grant Funds. (\$600,000)
- d. GRANTEE shall invoice GRANTOR on or after December 31, 2021 for 25% of the Grant Funds. (\$500,000)
- e. GRANTEE shall invoice GRANTOR on or after January 31, 2021 for 10% of the Grant Funds. (\$200,000)
- f. Within ten (10) days after GRANTEE completes construction of the Project, GRANTEE shall invoice the COUNTY for another 10% of the Grant Funds (\$200,000).
- g. COUNTY shall remit payment within fourteen (14) days from the receipt of any invoice.

II. Unused Funds

- a. Upon the expiration of this Agreement, the GRANTEE shall transfer to the GRANTOR any funds on hand at the time of expiration.

III. Audit.

- a. GRANTEE may be required to submit to an audit of the Grant Funds used to complete the Project.
- b. GRANTEE shall make all books, accounting records and other documents available at all reasonable times during the term of this Agreement and for a period of one (1) year from the expiration of this Agreement.

EXHIBIT C

Reports

- I. During the Term, GRANTEE shall submit written quarterly reports to GRANTOR detailing the following:
 - a. Progress of its work to establish the Project;
 - b. Expenditures incurred
 - c. Information regarding whether the Project is to be completed by the end of Term.
 - d. Data related to the use of the Project, such as number of individuals served and services provided.