

Dane County Contract Cover Sheet

Revised 01/2024

Res 240
significant

Dept./Division	Admin/Admin		
Vendor Name	Center for Black Excellence	MUNIS #	new
Brief Contract Title/Description	Grant for construction of Center for Black Excellence		
Contract Term	10 years		
Contract Amount	2,010,000		

Contract # Admin will assign	15686
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Chuck Hicklin	Name	Dan O'Callahan
Phone #	608-469-8936	Phone #	608-888-1685
Email	hicklin.charles@danecounty.gov	Email	dan.ocallaghan@carlsonblack.com
Purchasing Officer	N/A		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req #	Org: CPADMIN	Obj: 57024	Proj:	\$ 2,010,000.00
	Year	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$

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

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	240
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – 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: Dave Gault	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Charles	Digitally signed by Hicklin, Charles Date: 2024.12.17 09:48:15 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/17/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, January 3, 2025 2:08 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15686
Attachments: 15686.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/3/2025 2:32 PM	Approve: 1/3/2025 2:32 PM
	Rogan, Megan	Read: 1/3/2025 2:18 PM	Approve: 1/3/2025 2:19 PM
	Gault, David	Read: 1/3/2025 2:41 PM	Approve: 1/3/2025 2:42 PM
	Cotillier, Joshua		
	Stavn, Stephanie	Read: 1/3/2025 2:09 PM	
	Oby, Joe		

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

Contract #15686
Department: Administration
Vendor: Center for Black Excellence
Contract Description: Grant for construction of Center for Black Excellence (Res 240)
Contract Term: 10 years
Contract Amount: \$2,010,000.00

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.

Goldade, Michelle

From: Cotillier, Joshua
Sent: Monday, January 6, 2025 7:45 AM
To: Goldade, Michelle
Subject: Approve: Contract #15686

1
2
3
4

2024 RES-240
APPROVING A CAPITAL GRANT FOR CONSTRUCTION OF
THE CENTER FOR BLACK EXCELLENCE IN THE CITY OF MADISON

5 The 2022 Capital Budget included \$810,000 and the 2023 Capital Budget included
6 \$1,200,000 to support the development of the Center for Black Excellence on West
7 Badger Road in the City of Madison.

8
9 The 65,000 sf Center will be: “an iconic destination that showcases and nurtures Black
10 talent and contributions, while affirming and uplifting the Black community. The Black
11 community is creating a transformational, state-of-the-art facility where Black excellence
12 is experienced through Black innovation, business, art, and events. Hundreds of Black
13 people have led, inspired, and influenced the design of The Center.”

14
15 Located in the heart of Madison’s historically Black neighborhood, The Center will
16 provide a strong anchor for maintaining the diversity of South Park Street, avoiding
17 gentrification and displacement.

18
19 The project will be anchored by a multi-purpose performance venue, a black box
20 theater, a performance lounge space, community commons, art gallery, meeting rooms
21 for a plethora of educational events for adults, a youth and family center focused on art
22 and culture, art studio and maker spaces, a recording studio, and coworking space
23 focused on developing the next generation of leaders.

24
25 The Department of Administration worked with Corporation Counsel to develop an
26 agreement to deliver the budgeted funds to the project.

27
28 THEREFORE BE IT RESOLVED that the Dane County Board of Supervisors approves
29 the agreement between Dane County and Center for Black Excellence and Culture, Inc.
30 in the amount of \$2,010,000 and the County Executive and County Clerk are authorized
31 to execute the agreement.

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into, by and between the County of Dane (hereafter referred to as "GRANTOR") and the Center for Black Excellence and Culture, Inc. (hereafter, "GRANTEE"),

WITNESSETH:

WHEREAS, GRANTOR, whose address is Department of Administration, 210 Martin Luther King, Jr. Blvd, Room 425, Madison, WI 53703, and desires to support GRANTEE's project to construct the Center for Black Excellence & Culture at 633 W. Badger Road, in Madison, Wisconsin ; and

WHEREAS GRANTEE, is a Wisconsin nonprofit corporation, whose mailing address is 655 W. Badger Road, Madison, Wisconsin 53713, 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 (the "Term") shall commence as of the date by which all parties have executed this Agreement ("Effective Date") and continue for a period of ten (10) years unless terminated pursuant to this Agreement.

II. PURPOSE AND SCOPE:

A. In consideration of a grant in the amount of \$2,010,000 ("Grant Funds"), GRANTEE agrees to construct the Center for Black Excellence & Culture ("Project") and operate the Project throughout the Term. 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 to construct and operate the Project 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. 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. Notwithstanding the foregoing, before GRANTOR may effectuate any such termination, GRANTOR must first provide GRANTEE with written notice and a period of thirty (30) days to cure the alleged default, provided, however, that if the alleged default is such that it reasonably cannot be cured within thirty (30) days, the cure period shall be extended for such additional period of time as may be reasonably necessary to effectuate a cure.

B. The following shall constitute grounds for immediate termination:

1. Violation by GRANTEE of any State, Federal or local law applicable to the Project, or failure by GRANTEE to comply with any applicable States and Federal service standards applicable to the Project, as expressed by applicable statutes, rules and regulations, which violation extends beyond any applicable notice and cure period.
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. Failure of GRANTEE to perform the work provided for herein.

C. In the event GRANTOR terminates this Agreement as provided in Subsections A or B, GRANTEE shall, within thirty (30) days of termination of this Agreement, pay to the GRANTOR the Amount of Repayment (set forth in paragraph D. below) corresponding with the year in which the default occurred.

GRANTOR may seek any and all other remedies available to it against the GRANTEE.

D. GRANTEE agrees that the Project shall be used for cultural and educational purposes as set forth in Exhibit A 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 (10) years, this shall constitute a condition of default and the GRANTEE shall repay GRANTOR pursuant to the following schedule:

<u>Year</u>	<u>Amount of Repayment</u>
1	\$2,010,000
2	\$1,800,000
3	\$1,600,000
4	\$1,400,000
5	\$1,200,000
6	\$1,000,000
7	\$800,000
8	\$600,000
9	\$400,000
10	\$200,000
After the 10 th year	\$0

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 \$ 32,825,000. The GRANTOR shall make a lump sum payment of \$2,010,000 to GRANTEE within 30 days of satisfaction of the foregoing requirement.

VI. DELIVERY OF NOTICE:

Notices, bills and invoices 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

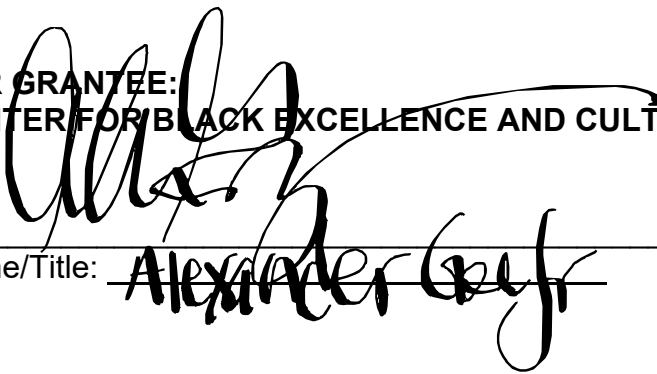
E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

F. 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.

G. 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:
CENTER FOR BLACK EXCELLENCE AND CULTURE, INC.

By:  Date 11/21/24
Name/Title: Alexander Gray

* * *

FOR GRANTOR:

Melissa Agard, Dane County Executive

Date

Scott McDonell, Dane County Clerk

Date

EXHIBIT A (SCOPE OF WORK)

Grant funds will be used to help construct the Center for Black Excellence & Culture (“Center”) at 633 W. Badger Road in Madison, WI.

The 65,000 sf Center will be an iconic destination that showcases and nurtures Black talent and contributions, while affirming and uplifting the Black community. The Black community is creating a transformational, state-of-the-art facility where Black excellence is experienced through Black innovation, business, art, and events. Hundreds of Black people have led, inspired, and influenced the design of The Center.

Located in the heart of Madison’s historically Black neighborhood, The Center will provide a strong anchor for maintaining the diversity of South Park Street, avoiding gentrification and displacement.

The project will be anchored by a multi-purpose performance venue, a black box theater, a performance lounge space, community commons, art gallery, meeting rooms for a plethora of educational events for adults, a youth and family center focused on art and culture, art studio and maker spaces, a recording studio, and coworking space focused on developing the next generation of leaders.

(See attached plan set)