

Dane County Arts Grant Agreement

1. COUNTY shall pay the GRANTEE the sum set forth on the purchase order, for the project on receiving a payment voucher. Payment shall be made in one lump sum within 30 days.
2. GRANTEE agrees to undertake and complete the project detailed in the GRANTEE's proposal (hereinafter "the Project").
3. A final report must be filed with the Cultural Affairs Commission within thirty (30) days after completion of the Project. Upon the failure of the GRANTEE to complete its obligations under this agreement within said time period, the COUNTY may invoke the penalties, if any, set forth in the GRANTEE's proposal or the COUNTY's amendments thereto.
4. COUNTY shall have the right to publish and otherwise use any and all materials supplied to COUNTY by RECIPIENT in connection with status report at its sole discretion, including on COUNTY's website and to promote cultural affairs in Dane County.
5. In all promotional literature and public announcements related to the Project, the GRANTEE shall include the following statement:

"This project is supported by Dane Arts with additional funds from Diane Ballweg and the Endres Mfg. Company Foundation."

Please see <http://danearts.com/about/logo> for logos and identity guide.

6. The GRANTEE agrees to submit such reports as are required by the COUNTY. The GRANTEE agrees to submit the Certificate of Insurance as described in paragraph 8 of this agreement. COUNTY reserves the right to withhold payment of grant award until said certificate is received.
7. GRANTEE shall indemnify, save harmless and defend against any and all liability, loss, damages, costs or expenses which COUNTY may sustain, incur or be required to pay by reason of GRANTEE or its subcontractors actions that are in any way related to this agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY or its boards, commissions, agencies, officers and employees..
8. The GRANTEE agrees that, in order to protect itself and the COUNTY under the indemnity provisions of paragraph 7 above, it will at all times during the term of this agreement keep in full force and effect comprehensive general liability, contractual liability, professional malpractice and auto liability insurance policies, issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary, with the COUNTY as additional insured. The COUNTY shall be given ten (10) days advance notice of cancellation or shall be given ten (10) days advance notice of cancellation or nonrenewal during the term of this agreement. Upon execution of this agreement, the GRANTEE shall furnish COUNTY with a certificate of insurance and, upon request, certified copies of the required insurance policies. If the 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 and the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. The GRANTEE shall maintain coverage for the duration of this agreement and for two years following the completion of this agreement. The GRANTEE shall furnish the COUNTY, annually, a Certificate of Insurance as evidence of coverage. It is further agreed that the GRANTEE shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or

renewal. It is also agreed that either, the GRANTEE or COUNTY may invoke the tail option on behalf of the other party and that Extended Reporting Period premium shall be paid by the GRANTEE. In the event any action, suit or other proceeding is brought against the COUNTY upon any matter herein indemnified against, the COUNTY shall, within five (5) working days, give notice thereof to the GRANTEE and shall cooperate with the GRANTEE's attorneys in the defense of the action, suit or other proceeding. 'COUNTY' includes the various boards, commissions, agencies, officers, employees and representatives of the County of Dane.

9. 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.
10. By accepting this grant award, the GRANTEE agrees to abide by the requirements of the Americans with Disabilities Act, providing for physical and programmatic access to all programs, events and activities funded by the grant.
11. The GRANTEE shall, in all solicitations for employment placed on GRANTEE's behalf, state that the GRANTEE is an "Equal Opportunity Employer"
12. The GRANTEE agrees to furnish all information and reports required by the COUNTY as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Dane County Ordinances, Chapter 19, and the provisions of this agreement.
13. Solely for the purpose of evaluation, GRANTEE shall be required to provide free access to the Project for a designated representative of the Dane County Arts Cultural & Affairs Commission.

Official Signature

Date

Organization

Please return form to Beth Beyler: beyler.bethany@countyofdane.com