

# MAC Sample Arts Grant Contract

## MADISON ARTS GRANT AGREEMENT

Grantee: Friends of Chernobyl Centers, United States, Inc.      Grantee Address:

Grantee Telephone:      Grantee Award: \$500  
Grantee Contact Person: Margit Gundlach  
Grantee Email: :

THIS AGREEMENT, made by and between City of Madison, Wisconsin, a municipal corporation, and through its Madison Arts Commission hereinafter City, and the Grantee listed above, hereinafter "Grantee."

### WITNESSETH:

WHEREAS, Madison Arts Commission whose address is c/o Madison Arts Commission Administrator, Room 200, Madison Municipal Building, 215 Martin Luther King, Jr. Blvd., Madison, WI 53710, desires to fund the project described in Grantee's proposal to Madison Arts Commission; and

WHEREAS, Grantee is able and willing to undertake and complete said project; and

WHEREAS, the Madison Arts Commission and the Madison Common Council have approved the award of a grant to Grantee for the purposes and in the amount described herein;

NOW, THEREFORE, the parties mutually agree as follows:

1. **Purpose and Scope.** In consideration of a grant in the amount of \$500, Grantee agrees to create an arts project entitled "Exhibit," with a starting date of June 11, 2008 and ending date of August 23, 2008. Grantee agrees to perform and carry out in full the project as described in the grant proposal, or as modified in the revised project budget and project amendments.
2. **Exhibits, Entire Agreement.** This "Madison Arts Grant Agreement", together with the following Exhibits, which are on file at the office of the Arts Program Administrator in The Planning Division of The Department of Planning and Community and Economic Development and incorporated by reference, together shall form the entire agreement between the parties:
  - Grantee's Grant Application, including any approved amendments to the application
  - The approved Project Budget, including any approved amendments to the budget
3. **Budget.** Grantee agrees to use the grant funds exactly as set forth in the attached budget, and agrees to obtain matching funds equal to the amount of this grant. Such matching funds may be a combination of cash and in-kind services; at least one-quarter of the matching funds shall be in cash.
4. **Capital Equipment.** Grantee agrees to not use any Madison Arts Commission grant monies to purchase any kind of capital equipment, including, but not limited to computers, nonperishable art supplies, musical equipment, cameras and other audio-visual equipment, or machinery.

5. **Performance Schedules.** Grantee agrees to inform Madison Arts Commission of its schedule of performances, exhibits or activities. At least one performance, rehearsal or exhibit funded by this grant shall be accessible to the public.
6. **Credit.** The Grantee agrees to include the following statement in all brochures, news releases, programs, publications and other printed materials:

**This project is funded in part by a grant from the Madison Arts Commission, with additional funds from the Wisconsin Arts Board.**

When no printed information is used, verbal credit to Madison Arts Commission and the Wisconsin Arts Board shall be given prior to each performance or presentation. Grantee further agrees to use the Madison Arts Commission and Wisconsin Arts Board logos on all printed materials. Such logos shall be provided by Madison Arts Commission.

7. **Accounting.** Grantee agrees that, no later than thirty (30) days after the date of Grantee's last performance, or the date of closing of the last exhibit, or such other date as shall mark the conclusion of the project, it will submit to the City the final evaluation forms and the final accounting form, as provided by the Madison Arts Commission Administrator.
8. **Independent Contractor.** Grantee agrees that at all times Grantee is acting as an independent contractor, and not acting as an employee, or agent, or in any other manner for, or on behalf of, the City, and that any persons who the Grantee utilizes or who provide services under this Agreement are employees of Grantee and are not employees of the City.
9. **Assignment/Subcontracting.** All of the services required of Grantee under this Agreement shall be performed by Grantee and employees of Grantee. Grantee shall not assign or subcontract any interest in or obligation under this Agreement.
10. **Payment.** Payment will be made to the Grantee upon completion of the Project and receipt and approval by Madison Arts Commission of the final accounting form.
11. **Amendment.** This Agreement cannot be changed orally, but only by a written amendment, signed by the duly authorized agent or agents who executed this Agreement.
12. **Termination.** In the event Grantee shall default in any of the covenants, terms, or conditions of this Agreement, the City shall provide the Grantee with a ten-day written notice to cure. If the Grantee fails to cure the default within the ten (10) day period, the City may immediately terminate this Agreement and all rights of Grantee under this Agreement, and may seek any other remedy available to it against the Grantee. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City the full amount of the Madison Arts Commission grant provided to Grantee.
13. **Notices.** All notices to be given under the terms of this Agreement shall be in writing and shall be sent by U.S. mail, postage prepaid, or hand-delivered to the addresses of the parties listed above.
14. **Nondiscrimination.** In the performance of work under this Agreement, Grantee agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual

orientation, political beliefs or student status. Grantee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.

15. **Indemnification.** The Grantee shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from any acts or omissions of Grantee or any of its employees or agents in the performance of this Agreement.
  
16. **Insurance.** The Grantee will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Grantee shall not commence work under this Contract, nor shall the Grantee allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager. The parties do hereby expressly agree that City, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this paragraph 16, such waiver to be made writing, as an Addendum to this Agreement, signed by the City Risk Manager. 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 City's Risk Manager taking into account the nature of the work and other factors relevant to City's exposure, if any, under this Agreement.

**Commercial General Liability.** The Grantee shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Grantee's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Grantee shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

**Automobile Liability.** The Grantee shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Grantee shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

**Worker's Compensation.** The Grantee shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Grantee shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Grantee shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

**Professional Liability** (*if the services being provided are professional services*) The Grantee shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If

such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Grantee's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

**Acceptability of Insurers.** The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

**Proof of Insurance, Approval.** The Grantee shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Grantee shall provide the certificate(s) to the City's representative upon execution of the contract, or sooner, for approval by the City Risk Manager. The Grantee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

The Grantee and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

17. **Compliance with Laws.** Grantee will comply with all Federal, State and Local laws, ordinances and regulations.
18. **Nondiscrimination Based on Disability.** For purposes of this paragraph, the word "Contractor" shall mean the Grantee. Contractor shall comply with Section 39.05, Madison General Ordinances, "Nondiscrimination Based on Disability in City-Assisted Programs and Activities." Under section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless an Assurance of Compliance with Sec. 39.05 is provided by the applicant or recipient, prior to the granting of the City financial assistance.

Contractor hereby makes the following assurances: Contractor assures and certifies that it will comply with section 39.05 of the Madison General Ordinances, "Nondiscrimination Based on Disability in City Facilities and City-Assisted Programs and Activities," and agrees to ensure that any subcontractor who performs any part of this agreement complies with sec. 39.05, where applicable. This includes but is not limited to assuring compliance by the Contractor and any subcontractor, with section 39.05(4) of the Madison General Ordinances, "Discriminatory Actions Prohibited."

Contractor may not, in providing any aid, benefit or service, directly or through contractual, licensing or other arrangements, violate the prohibitions in Section 39.05(4), listed below:

**Discriminatory Actions Prohibited:** Contractor assures that, in providing any aid, benefit, or service, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

1. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;



## Risk Manager Addendum

Contractor/Grantee Name: Friends of Chernobyl Centers, United States, Inc.

Contractor/Grantee Address: \_\_\_\_\_  
Madison, WI 53705-4404

Type of Contract or Grant: Madison Arts Grant Agreement

Section or Clauses Waived:

Section 16. Insurance is waived

\_\_\_\_\_  
\_\_\_\_\_

Eric T. Veum  
Eric T. Veum  
City of Madison Risk Manager

8/11/08  
Date

No Enc

Contract Routing Form

ROUTING: Routine

printed on: 08/07/2008

Contract between: Friends of Chernobyl Centers, United States,  
and Dept. or Division: Planning Department  
Name/Phone Number:

Project: 2008 Art - Exhibit

Contract No.:  
Enactment No.: RES-08-00614  
Dollar Amount: 500.00

File No.: 10032  
Enactment Date: 06/09/2009

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	8/7/08	8/7/08 TAB
Director of Civil Rights	8/8/08	8/8/08 MDC
Risk Manager	Eric 8/8/08	8/11/08 REV
Comptroller <sup>1/14</sup> 8-13-08	Dan 8/11/08	8/13/08 CF
City Attorney	965 8-13-08	8-15-08
Brad Murphy	8/21/08	8/21/08

Please return signed Contracts to the City Clerk's Office  
Room 103, City-County Building for filing.

Original + 2 Copies

Dis Rights: OK / N/A / Problem - Hold  
 Prev Wage: AA / Agency / No  
 Contract Value: see above  
 AA Plan: 8 Dept per TAB  
 Amendment / Addendum # ---  
 Type: Grant / Dvlp / Sbdv / Gov't /  
 PW / Loan / Agrmt