

Res 439
 Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Executive's/ Office of Economic & Workforce Development	CONTRACT/ADDENDUM #: <div style="font-size: 1.5em; text-align: center;">12671</div>																		
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Contract</td> <td style="width: 50%; border-bottom: 1px solid black;">Addendum</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: 0.8em;">↓ If Addendum, please include original contract number ↓</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> Other:</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	Contract	Addendum	↓ If Addendum, please include original contract number ↓		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Co Lesse	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other:	<input checked="" type="checkbox"/>
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<input type="checkbox"/> Other:	<input checked="" type="checkbox"/>																		
2. This contract is discretionary <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																			
3. Term of Contract or Addendum: From: <u>7/16/2015</u> To: <u>7/15/2020</u>																			
4. Amount of Contract or Addendum \$100,000																			
5. Purpose: The Wisconsin Women's Business Initiative Corporation (WWBIC) is renewing a 2005 ED-RLF loan to assist micro-businesses that create jobs in Dane County. This is a 5-year loan that was first renewed in 2010. The terms and conditions from previous renewal will carry forward into this Loan Agreement.																			
6. Vendor or Funding Source: Wisconsin Women's Business Initiative Corporation																			
7. MUNIS Vendor Code: 8904																			
8. Bid/RFP Number:																			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																			
11. Account No. & Amount, Org. & Obj. <u>2710, CDCOMRLF- 21453</u> Amount \$ <u>100,000</u> Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																			
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																			
14. Director's Approval																			

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MA</u> Received	_____	<u>1-13-16</u>	_____
<u>CA</u> Controller	_____	_____	<u>1/19/16</u>
<u>MA</u> Corporation Counsel	_____	<u>1-26-16</u>	<u>1-20-16</u>
<u>MA</u> Risk Management	_____	<u>1/19/16</u>	<u>1/19/16</u>
<u>MA</u> ADA Coordinator	_____	_____	_____
<u>MA</u> Purchasing Agent	_____	_____	<u>1/19/16</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address Wisconsin Women's Business Initiative Corporation 1533 RiverCenter Drive Milwaukee, WI 53212
Contact Person Wendy Baumann
Phone No. 414-395-4530
E-mail Address wendy.baumann@wwbic.com

Footnotes:

1. Original Loan Agreement approved by County Board under RES 32, 2005-2006; adopted 06-02-05.

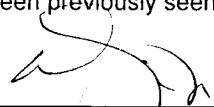
2. _____

Return To: Name/Title: <u>Peter Ouchakof, CDBG/RLF Admin. Specialist</u> Dept.: <u>Executive's/ Office of Econ. & Workforce Dev't</u> Phone: <u>283-1441</u> Mail Address: <u>210 Martin Luther King, Jr. Blvd, Room 421</u> E-mail: <u>ouchakof@countyofdane.com</u> <u>Madison, WI 53703</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 01/12/2016 Signed: 
 Telephone Number: 266-4006 Print Name: David Phillips

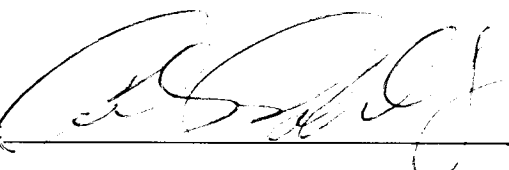
MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

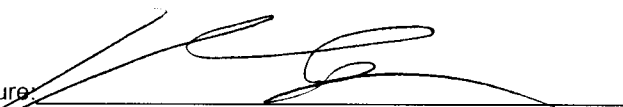
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 2/3/16 Signature: 

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 2/4/11 Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

LOAN AGREEMENT

This AGREEMENT, made this 15th day of July, 2015, between The Wisconsin Women's Business Initiative Corporation (the "BORROWER"), and Dane County (the "COUNTY"), having its principal office at 210 Martin Luther King, Jr. Blvd., Madison, WI.

WITNESSETH

WHEREAS COUNTY has applied for and received Community Development Block Grant (hereinafter called "CDBG") Funds, Revolving Loan Fund No. 37 (hereinafter called "RLF #37"), from the State of Wisconsin, Department of Commerce (hereinafter called "COMMERCE") as provided by Contract #91-18E between COUNTY and COMMERCE (hereinafter called "CONTRACT"); and

WHEREAS CDBG funds are awarded to the State of Wisconsin by the U.S. Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Housing and Community Development Act of 1974, as amended (hereinafter called "the ACT"); and

WHEREAS BORROWER has heretofore agreed with COUNTY to participate with COUNTY in an application for CDBG funds to carry out the CDBG goals of job creation and retention; and

WHEREAS COUNTY has considered and approved the application of BORROWER and hereby agrees to distribute a portion of the total RLF #37 funds, with a portion distributed to BORROWER being an amount and upon the conditions provided herein; and

WHEREAS COUNTY and BORROWER enter into this Agreement pursuant to their respective powers as defined by the laws of the State of Wisconsin.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. PURPOSE AND AMOUNT OF LOAN. COUNTY agrees to lend to BORROWER, and the BORROWER hereby agrees to borrow from COUNTY and repay to COUNTY or its assigns the principal sum of \$100,000 hereinafter called the Loan for the purpose of capitalizing a micro-loan revolving loan fund within Dane County outside the City of Madison.
2. INTEREST. Interest on the loan to be made hereunder shall bear interest at the rate of 1.50% per annum on the principal received.
3. TERM. The term of the loan shall be 60 months. All principal shall be paid as a lump sum upon expiration of the loan term, unless COUNTY approves an additional term
4. FEE. BORROWER will pay a loan fee of 0.25% of the loan amount, or two hundred and fifty dollars (\$250.00) upon receipt of the Loan amount.
5. THE NOTE. The Loan to be made hereunder shall be evidenced by a Note in such form as the COUNTY shall require (the "NOTE") and shall be executed by the BORROWER.

6. RIGHTS AND OBLIGATION. The COUNTY, and BORROWER, hereby expressly reserve all right to amend any provision of this Agreement, to consent to or waive any departure from the provisions of this Agreement, to amend or consent to or waive departure from the provisions of the Note, and to release or otherwise deal with any collateral security for payment of the Note, provided, however, all such actions to be effective shall be reduced to writing and executed by both parties. BORROWER further agrees to repay, on time, all principal and interest and other charges on loans made by other lending institutions relating to the financing of the project.
7. CONDITIONS OF CLOSING. The obligation of COUNTY to make loan as provided in this Agreement is subject to the receipt by COUNTY from BORROWER of the Note in compliance with the terms hereof and, in COUNTY'S sole discretion, to the following additional conditions precedent:
 - a. The truth and accuracy, as of the closing date, of all representations and warranties made herein by BORROWER and the receipt by COUNTY of such documents, certificates of officers of BORROWER, and such other evidence, as COUNTY shall have requested respecting the meeting of these conditions.
 - b. The receipt by COUNTY from BORROWER of copies of all documents in connection with this Agreement and the transactions contemplated whereby, or respecting the business and affairs of borrower, that COUNTY or its counsel may reasonably have requested, satisfactory in form and substance to COUNTY and its counsel and certified, when appropriate, by proper corporate officers and governmental authorities.
8. APPLICATION OF PROCEEDS.
 - a. BORROWER agrees that it will apply the funds received by it under this Agreement in accordance with the use of loan proceeds specified in the loan request as approved by the COUNTY and described in Section 1 above.
9. SECURITY.

COUNTY shall, until the Note has been fully repaid with interest, have the right at all reasonable hours to inspect and audit all books, records, contractual documents, and all other papers relating to the business of BORROWER; and COUNTY shall be given free access to the Real Estate for the purpose of such inspection or audit and also for the purpose of determining the condition of the premises. In addition, BORROWER shall provide to COUNTY financial statements at least quarterly.
10. INSURANCE.
 - a. PROVIDER shall indemnify, hold harmless and defend COUNTY, 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 COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided 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 COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
 - b. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are

professional services) 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. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER'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 coverage is Claims-Made and indicate the Retroactive Date. PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER 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 on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.

- c. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- d. The parties do hereby expressly agree that COUNTY, 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 COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

11. REPRESENTATIONS. In order to induce the COUNTY to make the Loan hereunder, BORROWER represents and warrants:
- a. That BORROWER is not a party to any action, suit of preceding pending, or, to the knowledge of the BORROWER, threatened at law or in equity before any Court or administrative officer or agency which brings into question the validity of the transaction herein contemplated or might result in any adverse change in the business or financial condition of the BORROWER.
 - b. That the BORROWER is not in default of any obligations, covenants, or conditions contained in any bond, debenture, note, or other evidence of indebtedness or any mortgages or collateral instruments securing the same. The making of this agreement and the consummation of the transaction contemplated herein will not violate any provision of law or result in a breach or constitute a default under any agreement to which BORROWER is a part or result in a creation of any lien, charge or encumbrance upon any of its property or its assets.
 - c. BORROWER hereby indemnifies and holds COUNTY harmless against any losses, claims, damages or liabilities to which it may be subject as a result of any claim for services in the nature of a finder's fee or commission with respect to the transaction contemplated hereunder or arising out of any such claim and will reimburse COUNTY for any legal or other

expenses incurred by it in investigating or defending any such claim or liability asserted heretofore.

- d. The BORROWER shall use all of the proceeds of this loan for the purposes stated in Section 1 hereof.
12. CONDITIONS OF LOANS. County's obligation to make the loan called for by this agreement is subject to the following conditions:
- a. All of the representations and warranties contained in this agreement are true and correct as of the closing date.
 - b. All proceedings taken in connection with the transaction contemplated by this Agreement and all documents incidental thereto shall be satisfactory in form, scope and substance to COUNTY'S counsel, and COUNTY shall have received copies of all documents which it or its counsel may reasonably request in connection with the transaction in form, scope and substance satisfactory to its counsel.
 - c. All necessary approvals or consents, if any such approvals or consents be required of Governmental bodies having jurisdiction with respect to any construction herein contemplated, shall have been obtained, and failure to have obtained such consents shall constitute a default hereunder.
 - d. If BORROWER, or any entity constituting part of BORROWER, there shall be delivered to COUNTY (with respect to each such corporation, if there be more than one) a copy of the record of minutes of the Board of Directors of each such corporation specifically authorizing its officers to execute this Agreement and all other documents necessary to the consummation of this transaction. The record of the minutes of the Board shall be certified to be true by the Secretary or Assistant Secretary of such corporation.
13. AFFIRMATIVE COVENANTS. Until payment in full of the Note and all of the other payments due COUNTY hereunder and the performance of all of the terms, conditions and provisions of this Agreement and the mortgages, BORROWER shall cause the following to be done:
- a. BORROWER will deliver to COUNTY within fifteen (15) days after any written request therefore from COUNTY such information as may be reasonably necessary to determine whether the BORROWER is complying with its covenants and agreements contained in this Loan Agreement or an Event of Default has occurred.
 - b. BORROWER will punctually pay or cause to be paid the principal and interest to become due in respect to the Note in accordance with terms thereof.
 - c. BORROWER will, upon demand, promptly pay and discharge all taxes, assessments or other governmental charges which may lawfully be levied or assessed on their income or profits or on any property, real, personal or mixed, belonging to them or upon any part thereof, and also all lawful claims for labor or material and supplies, which, if unpaid, might become a lien or charge upon any such property except that BORROWER shall not be required to pay any such taxes, assessments, charges, levies or claims so long as the validity thereof shall be actively contested in good faith by proper proceedings, provided that any such tax, assessment, charge, levy or claim shall be placed in escrow during such proceedings and shall be paid forthwith upon a final adjudication and order to pay from Court of competent jurisdiction.
 - d. BORROWER will, upon demand, pay or cause to be paid the principal and interest on all indebtedness to other lenders heretofore or hereafter incurred or assumed by it when and as the same shall become due and payable unless such indebtedness be renewed or extended.
 - e. In the event that any provision of this Agreement or any other instrument executed at closing or the application thereof to any person or circumstances shall be declared unenforceable by

a Court of competent jurisdiction, the remainder of such agreement shall nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and agreements described herein are deemed separate.

- f. BORROWER agrees to create a minimum of five jobs, three of which shall be filled by persons with annual income less than 80% of the County area median income at the time of their employment. COUNTY shall have the right to monitor Borrower's compliance with this provision, and shall have the right to increase borrower's interest rate by two percent on the sums advanced by the COUNTY to Borrower if Borrower fails to comply with this provision.
- g. Additional Assurances. From time-to-time, BORROWER will execute and deliver any and all further, or other, instruments, and perform such acts, as COUNTY or its counsel may reasonably deem necessary or desirable to confirm and secure to COUNTY all rights and remedies conferred upon COUNTY by the terms of this Agreement and by the Note.

14. ADDITIONAL COVENANTS.

- a. Expenses. BORROWER agrees to pay all costs and taxes that might be imposed or determined to be payable in connection with the execution, issuance or delivery of the Note, or in connection with any modification, amendment, or alteration of the terms and provisions thereof, and to save COUNTY and any other holder of the Note harmless against any and all liability with respect to, all of which agreements of BORROWER shall survive payment of the Note.
- b. Expenses of Collection or Enforcements. If BORROWER shall at any time default in making any payment of principal of or interest on the Note, BORROWER agrees that it will, to the full extent permitted by law, pay to the holder of the Note, in addition to any other amounts that may be due from BORROWER to such holder, an amount equal to the costs and expenses of collection or enforcement incurred by such holder in such collection.
- c. Expenses of Correction by COUNTY of Default. In the event of any default by BORROWER in full performance or observance of any covenant or agreement contained herein or in the Note, COUNTY may, upon 15 days of written notice to BORROWER, and at COUNTY'S sole option (but without any obligation of COUNTY to do so) take such steps as may be necessary or appropriate to correct or remedy such default in whole or in part, and all costs and expenses incurred by COUNTY in taking such steps (including reasonable attorney's fee incurred by COUNTY and including any other sums paid or payable by COUNTY to third parties) shall forthwith upon written demand by COUNTY be due and payable by BORROWER to COUNTY, with interest thereon (payable on the first day of each calendar month) from the time of incurrence thereof by COUNTY at the rate of 14% per annum until paid. In the event COUNTY takes any action provided for in the preceding sentence, the commencement or taking of such action shall not be deemed to be a waiver by COUNTY of the default of BORROWER or a waiver of any other available or remedy of COUNTY by reason of such default.
- d. Expenses of Amendments, Waiver, Consents, Etc. In the event BORROWER proposes to take or omit any act or action on the part of BORROWER prohibited or required by any provision of this Agreement or the Note, and BORROWER requests COUNTY to consent thereto or waive compliance with any such provision, or in the event BORROWER requests COUNTY to consent to any modification or amendment of this Agreement or the Note then, in each such case, BORROWER agrees to reimburse or pay to COUNTY (any expenses incurred by COUNTY) in connection with such consent or waiver, or such modification or amendment, as the case may be.

15. EVENTS OF DEFAULT. The principal indebtedness evidenced by the Note or the unpaid balance thereof at the time outstanding, shall be due and payable at the election of the COUNTY if any one

or more of the following events (herein called "events of Default") shall occur for any reason whatsoever, and whether such occurrence shall be voluntary, involuntary or come about or be effected by operation of law, or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or government body.

- a. Default shall be made in payment of any principal or interest on the Note when due and payable, and such default be continued for a period of 30 days; or
 - b. Default shall be made in the performance or observance of any of the covenants or agreements contained in Sections 11, 12, 13, 14 hereof, or of any other provision of this Loan Agreement; or
 - c. Any representation or warranty made by the BORROWER herein or any statement or representations made in any certificate, statement, or opinion delivered pursuant to this Loan Agreement shall prove to have been incorrect in any material respect as of the date when made; or
 - d. Any obligations of the BORROWER for the payment of borrower money (other than its obligations hereunder or under the Note) shall not be paid at its maturity or any such obligations shall become or be declared, pursuant to its terms, to be due and payable prior to the express maturity thereof by reason of default or other violation of the terms thereof; or
 - e. Default shall be made in the performance or observance of any of the other covenants or agreements or BORROWER herein contained not covered by (a), (b), (c) or (d) above, and such default shall have continued for a period of 30 days after notice thereof to the BORROWER by COUNTY; or
 - f. BORROWER shall admit in writing its inability to pay its debts generally as they become due, make an assignment for the benefit of creditors, file a petition in bankruptcy, be adjudicated insolvent or bankrupt, petition or apply to any tribunal for the appointment of any receiver or trustee thereof or of any substantial part of its property or commence any proceedings under any arrangement, readjustment of debt, or statute of any jurisdiction, whether now or hereafter in effect; or there is commenced against BORROWER any such proceedings which remains undismissed for a period of 30 days; or
 - g. BORROWER by any act indicates its consent to, approval of, or acquiescence in any such proceedings or in the appointment of any receiver or of any trustee for BORROWER with respect to a substantial part of its property
 - h. If any final judgment for the payment of money that is not fully covered by liability insurance and is in excess of \$10,000.00 shall be rendered against BORROWER and if not discharged with 30 days.
16. WAIVER OF NOTICE. The BORROWER and Guarantors hereby expressly waive any requirement for presentation, demand, protest, notice of protest or other notice or dishonor of any kind, other than the notice specifically provided for in this Agreement.
17. NOTICES. All notices, demands and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner

To Borrower:

Wendy Baumann, President
WWBIC
1533 N. RiverCenter Drive
Milwaukee, WI 53212

To COUNTY:

Dane County Office of Economic & Workforce Development
210 Martin Luther King Jr. Blvd., Room 421
Madison, WI 53703

and shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to COUNTY and BORROWER with ten days of any change affecting this provision.

18. SURVIVAL OF REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and of the Note, the Security Agreement and Financing Statements, and any investigation at any time made by the COUNTY or on its behalf, and any sale or transfer of the Note, Security Agreement and Financing Statements. All obligations of BORROWER and Guarantors under this Loan Agreement, and under the Note, the Security Agreement, which have not been fully performed, paid and satisfied at the time of closing of the Loan, shall survive the closing.
19. CONSTRUCTION AND AMENDMENT. This Loan Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. This Agreement may not be changed, amended or terminated orally but only by agreement in writing and signed by the party against whom enforcement of any change, amendment, or termination is sought.
20. PAYMENT. The BORROWER will pay to COUNTY at its address specified in Section 17, or at such other address as it may designate in writing, all amounts payable with respect to the principal of, and interest on, any Note held by the COUNTY.
21. SUCCESSORS AND ASSIGNS. All covenants, agreements, representations and warranties made herein or in certificates delivered in connection herewith shall, whether so expressed or not, bind and inure to the benefit of the successors and assigns of the BORROWER and COUNTY.
22. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
23. NO WAIVER: REMEDIES CUMULATIVE. No exercise, partial exercise, failure or delay on the part of the COUNTY in exercising any power or right hereunder, or under the Note or Security Agreement, shall operate as a waiver of the power or right, except as specifically provided herein. No remedy conferred herein or in the Note or Security Agreement is intended to be exclusive, to any other remedy, and each and every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise, may be sought by the enforcing party.
24. BORROWER shall:
 - a. Not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, sex, age or national origin or any other classes identified in Dane County Ordinance, Chapter 19, nor otherwise commit an unfair employment practice; and

- b. Take affirmative action to insure that applicants are employed without regard to race, creed, color, sex, age or national origin or any other classes identified in Dane County Ordinance, Chapter 19, with such affirmative action including, but not limited to the following: Employment, upgrading, demotion or transfer, termination, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.
- 25. BORROWER agrees that to the best of its knowledge, that neither the funds provided therefore, nor the personnel employed in the administration of the program, shall be in any way or to any extent engaged in, the conduct of political activities in contravention of Chapter 15 or Title 5, United States Code, referred to as the Hatch Act.
- 26. BORROWER agrees to adhere to the "accessibility", "Section 3" and "minority business/women business enterprise" requirements insofar as they are applicable to the services performed pursuant under this Agreement.
- 27. BORROWER agrees to comply with the Lead-Based Paints requirements set forth in 24 CFR Part 35 et al insofar as they are applicable to service performed pursuant to this Agreement.
- 28. BORROWER agrees to comply with the statement of Constitutional Prohibition in the Act to the effect that CDBG funds may not be used for religious activities as set forth in 24 CFR 570.200 U).
- 29. BORROWER acknowledges that nothing contained in this Agreement, or any contract between BORROWER and COUNTY, nor any act by COUNTY or any of the parties shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving COUNTY.

COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this Agreement.

- 30. GOVERNING LAW. This Agreement and the Note, the Security Agreement and the Financing Statements shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

COUNTY

BY: _____ Date: _____
Joseph Parisi, County Executive

BY: _____ Date: _____
Scott McDonnell, County Clerk

BORROWER

BY: Wendy Baumann Date: 1/6/16
Wendy Baumann, President
WWBIC