

**COUNTY OF DANE
COMMUNITY DEVELOPMENT (ED-RLF) LOAN AGREEMENT**

Project Name:	Microbusiness Loan Program
CDBG Block Grant Number:	B-10-UC-55-0003
Grantee:	County of Dane
Borrower:	Wisconsin Women's Business Initiative Corporation
Borrower Address:	1533 N. RiverCenter Drive, Milwaukee, WI 53212
Co-Borrower:	
Co-Borrower Address:	
FEIN:	39-1597954
DUNS:	16-872-6040
CFDA:	14.218
Agreement No.	12671
Authority: RES.	2015 RES-439
Maximum Loan Amount:	\$100,000
Loan Begin Date:	July 15, 2020
Loan Term:	5 years
Number of Pages:	27
Corporation Counsel Approval:	

This Loan Agreement (“**Agreement**”) is made and entered into by and between the County of Dane (hereinafter “**COUNTY**”), whose principal office is located at 210 Martin Luther King Jr. Blvd., Madison, Wisconsin, 53704 and the Wisconsin Women’s Business Initiative Corporation (WWBIC) (hereinafter “**BORROWER**”), an entity duly organized and existing under the laws of the State of Wisconsin with its principal offices located at 1533 N. RiverCenter Drive, Milwaukee, WI 53212. This Agreement is effective on the date both parties have affixed their signatures hereto.

RECITALS

WHEREAS, COUNTY applied for and received Community Development Block Grant (“**CDBG**”) funds from the State of Wisconsin pursuant to State/County Contract #91-18E, said funds having been previously allocated to the State by the United States Department of Housing and Urban Development (“**HUD**”) under the *Housing and Community Development Act of 1974*, as amended (“**the Act**”); and

WHEREAS, COUNTY deposited said funds into a Revolving Loan Fund (RLF Fund #37) to be used for the purposes of aiding economic development in the County and creating permanent full-time private sector jobs for low and moderate income persons; and

WHEREAS, BORROWERS applied for a loan from the RLF Fund #37 and have pledged to use the loan funds to support the creation of permanent full-time private sector jobs for low and moderate income people, as more specifically described herein (“**the Project**”); and

WHEREAS, said jobs will be located in a Dane County municipality and said municipality is a participant in the Dane County Urban County Consortium; and

WHEREAS, the Project will fulfill one of the national objectives of the Act and provide at least one of the public benefits listed in 24 *Code of Federal Regulations* (C.F.R.) §570.208; and

WHEREAS, COUNTY has considered and approved the BORROWER'S application to use CDBG funding for said Project.

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

1. **DEFINITIONS:** For purposes of this Agreement:

- A. **"Agreement"** means this Loan Agreement between BORROWER and COUNTY, together with any future amendments, modifications, or alterations thereto.
- B. **"Closing Date"** means the date upon which the BORROWER signs this Loan Agreement, the Promissory Note and all other related loan documents required by COUNTY.
- C. **"Commitment Date"** or **"Date of Loan Commitment"** means the date upon which the Dane County Executive signs this Loan Agreement.
- D. **"Family"** means all persons living in the same household who are related by birth, marriage, or adoption.
- E. **"First Consideration"** means the BORROWER'S documented use of a hiring practice whereby at least 51% of the persons interviewed for jobs created (or retained and open for hiring) are Low and Moderate Income (as defined below) and BORROWER can demonstrate that under usual circumstances BORROWER'S hiring practices will result in the hiring of LMI persons for at least 51% of the jobs. BORROWER'S hiring practices must also include the posting of available positions with the local Job Service Office or Workforce Development Board.
- F. **"Fulltime job"** means a permanent, nonseasonal position in which an individual, as a condition of employment, is required to work at least 2,080 hours per year, including paid leave and holidays and for which the individual receives pay that is equal to at least 150% of the federal minimum wage and receives benefits that are not required by federal or state law. "Fulltime job" does not include training before an employment position begins.
- G. **"Household"** means all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share a housing unit regardless of actual or perceived sexual orientation, gender identity or marital status.
- H. **"LMA"** means labor market area as that term is defined by HUD. 24 CFR §570.210
- I. **"Low- and Moderate Income (LMI) Household"** means a household having an income equal to or less than eighty percent (80%) of the county median income, as determined by HUD, on an annual basis.
- J. **"Low- and Moderate-Income (LMI) Person"** means a member of a family that has an income equal to or below eighty percent (80%) of the county median income, as determined by HUD, on an annual basis. Unrelated individuals shall be considered as one-person families for this purpose.
- K. **"Made Available To"** means, with regard to the fulltime permanent jobs that are created or retained as a result of the Loan, (1) Special skills that can only be acquired with substantial training, work experience or education beyond high school are **not** a prerequisite for the jobs created or retained, or

BORROWER agrees to hire unqualified persons and provide training for any of the jobs that require special skills, education or training; and (2) BORROWER implements recruitment and hiring practices to ensure that low-and-moderate income persons receive first consideration for filling such jobs.
24 CFR § 570.208 (a)(4)(iii)

L. **"Project"** means the use to which the BORROWER will apply the proceeds of the loan made under this Agreement and as specifically described in Schedule A which is attached hereto and incorporated into this Agreement by reference.

M. **"Retained Jobs"** means the jobs that would be lost without the loan proceeds and, at the time of loan commitment, either or both of the following conditions apply with respect to at least 51 percent of these jobs: (1) The jobs are known to be held by LMI persons, and/or (2) The jobs can reasonably be expected to turn over within two years after the date that loan funds are committed and that steps will be taken to ensure that the jobs will be filled by, or made available to, LMI persons upon turnover. 24 CFR § 570.208 (a)(4)(ii).

2. **PURPOSE AND AMOUNT OF LOAN.** COUNTY agrees to lend to BORROWER, and BORROWER agrees to borrow from COUNTY and repay to COUNTY or its assigns, an amount up to the maximum loan amount stated on the first page of this Agreement ("**the Loan**") for the purpose of enabling the BORROWER to complete the Project as described in Schedule A.
3. **INTEREST.** The loan shall bear interest at the rate provided in Schedule B which is attached hereto and incorporated herein by reference. Each payment shall be applied first to charges owed by BORROWER that are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal.
4. **TERM.** The term of the loan is as stated on the first page of this Agreement and shall be repaid as described in Schedule B.
5. **FEE.** BORROWER will pay a loan fee as provided in Schedule B.
6. **PROMISSORY NOTE.** The loan shall be evidenced by a Promissory Note (hereinafter "**Note**") in such form as the COUNTY shall require. Said Note shall be executed by BORROWER and guaranteed by those persons and/or entities identified in Schedule B (the "**Guarantor(s)**"). The Guaranty(ies) shall commence on the date of the Note and end on payment in full of all of BORROWER'S obligations under this Agreement and the Note. If COUNTY takes a security interest in BORROWER'S property to secure the Note, the security is identified in Schedule B.
7. **PREPAYMENT PERMITTED.** BORROWER shall have the right to prepay the Note at any time without penalty.
8. **LOAN REPAYMENT.** BORROWER and COUNTY expressly agree that repayment of the Note, and all interest and other amounts due in connection with this Agreement and the Note, is a full recourse obligation of BORROWER.
9. **RIGHTS AND OBLIGATION.** COUNTY hereby expressly reserves all rights to consent to or waive any departure from the provisions of this Agreement and to amend or consent to or waive departure from the provision of the Note, and to release or otherwise deal with any collateral security for payment of the Note. BORROWER agrees to repay, on time, all principal and interest and other charges on loans made by other entities that may supply financing for the Project.
10. **CONDITIONS PRECEDENT.** The referral of this Agreement to the County Board for approval, is subject to COUNTY'S receipt of the following on or before the closing date, all in the form, detail, content and execution satisfactory to COUNTY:

- A. **Promissory Note.**
- B. **Security Documents.** Such security documents as described in Schedule B which may include, but are not limited to, the following:
1. Loan Guaranty Agreements, Personal and Corporate.
 2. General Business Security Agreements.
 3. Mortgage
 4. Assignment of Rents and Leases.
 5. Collateral Assignment of Life Insurance.
 6. Such other documents as COUNTY may reasonably require.
- C. **Certified Articles of Organization.** A certified copy of BORROWER'S and each Guarantor's Articles of Incorporation and Bylaws, Articles of Organization and Operating Agreement, Certificate of Limited Partnership and Partnership Agreement or other evidence of BORROWER'S and each Guarantor's organizational and governing structure, along with current amendments thereto, certified as being accurate and complete by the Secretary of the corporation, managing member of a limited liability company, managing partner of a partnership, limited partnership, or limited liability partnership or by any other officer, member or partner of BORROWER with the authority to so certify.
- D. **Certificates of Status.** A Certificate of Status with respect to BORROWER and Guarantor issued as of a recent date by the Wisconsin Department of Financial Institutions or the Register of Deeds.
- E. **Certified Authorizations.** Copies of the authorizations, such as the record of the minutes and the resolution of BORROWER'S Board of Directors or a copy of the resolution or other evidence of action taken by each LLC pursuant to the terms of its Operating Agreement, issued by the BORROWER and each Guarantor:
1. Authorizing BORROWER, through its officer(s), member(s) or partner(s), to enter into this Loan Agreement and to execute any Loan documents necessary and required to secure the Loan, including, but not necessarily limited to, a Promissory Note, Continuing (Unlimited) Corporate Guarantee and Security Agreement.
 2. Authorizing the Guarantor, through its officer(s), member(s) or partner(s), to guarantee the prompt and full payment of the principal and interest due on the Note and any other amounts that may be or become due from BORROWER to COUNTY under or pursuant to the terms of this Agreement or the Note and to duly execute and deliver the Guaranty Agreement.
 3. Evidence of authorization as described above shall be certified as accurate and complete by the Secretary of the corporation, managing member of a limited liability company, managing partner of a partnership, limited partnership, or limited liability partnership or by any other officer, member or partner of BORROWER or Guarantor with the authority to so certify and shall include the identity, by name and title, of the officer, member or partner authorized to execute the Loan Agreement, Promissory Note, Security Agreements, Guaranties and all other loan documents required by COUNTY.
- F. **Tax Returns and Financial Statements.** Most recently filed federal and state tax returns for the BORROWER and the Guarantor(s) and recently compiled financial statements, including income statements and balance sheets for BORROWER and each Guarantor
- G. **Closing Costs.** Payment by BORROWER of all closing costs and expenses related to the Loan and as described in Schedule B.
- H. **Evidence of Insurance.** Delivery to COUNTY copies of executed risk insurance policies or certificates of insurance as described in paragraph 15.

- I. **Permits and Licenses.** Delivery to COUNTY of evidence that all necessary permits, licenses, governmental approvals or consents required by law have been issued and are in full force and effect or evidence as to when said permits, licenses, governmental approvals or consents will be issued.
- J. **Landlord's Agreement.** If the BORROWER will be conducting business in or from leased premises, the written authorization of the owner of the premises attached to a copy of the proposed or executed lease for said premises.
- K. **Lienholder's Agreement.** Delivery to COUNTY of evidence of all necessary approvals or consents required by any mortgagee or other party having an interest in any real estate, equipment, securities or any other property that is pledged as collateral under this Agreement.
- L. **Accuracy of Warranties and Representations.** Certification that all representations and warranties made herein by BORROWER and in its application for the CDBG loan made pursuant to this Agreement are true and accurate as of the closing date.
- M. **Delivery of Additional Required Documents.** Delivery to COUNTY of all documents in connection with this Agreement and the transactions contemplated hereby, or respecting the business and affairs of BORROWER or Guarantor, that COUNTY or its counsel may reasonably request, satisfactory in form and substance to COUNTY and its counsel and certified, when appropriate, by proper corporate officers, members and governmental authorities.
- N. **No Evidence of Default.** There shall not have occurred an Event of Default or Potential Default that is continuing and has not been waived by COUNTY.

11. DISBURSEMENTS:

- A. COUNTY shall make disbursement of loan funds as described in Schedule B.
- B. COUNTY, in its sole discretion, may withhold disbursements if COUNTY determines that BORROWER has not provided the documentation required by this Agreement, or is otherwise in default under the terms and conditions of this Agreement.

12. APPLICATION OF PROCEEDS. BORROWER agrees that it will apply the funds received by it under this Agreement in accordance with the use of loan proceeds specified in Schedule A.

13. SECURITY DOCUMENTS.

- A. BORROWER shall execute and deliver to COUNTY at closing a Mortgage, Security Agreement or other documents as determined necessary by COUNTY, giving COUNTY security in BORROWER'S property as described in Schedule B to secure payment of the principal of the Note, the interest thereon, and any other sums payable by BORROWER, its successors and assigns, hereunder.
- B. The Security Documents shall be in a form satisfactory to COUNTY and shall provide, among other things, that in the event of default by BORROWER in any agreement, covenant or condition contained in this Loan Agreement, or in the Note, COUNTY may, at its option, in addition to all other remedies, take possession of the property given as security. COUNTY however, shall be under no obligation to exercise this right and its action in this respect shall be wholly at its option.
- C. BORROWER shall, on demand, submit to COUNTY annually paid tax receipts showing that current taxes have been paid on the security.

14. KEEPING RECORDS AND EXAMINATION

- A. The BORROWER shall prepare and keep proper records and accounts containing complete and accurate entries of Project transactions, and such books, records, and other documents as may be reasonably required by COUNTY, including those listed in Schedule D which is attached hereto and incorporated by reference.

- B. BORROWER shall furnish from time-to-time, whenever requested, statements showing itemization of prospective expenditures, expenditures to date, items due and unpaid, and itemized statements with receipted bills and other evidence satisfactory to COUNTY
- C. Upon request, but not more often than four (4) times a year, BORROWER shall provide to COUNTY, BORROWER'S financial statements, tax returns, contract documents, and any other documents relating to the BORROWER'S business (the "**Records**"). In the event the BORROWER refuses to provide said Records and documents to COUNTY on or before fifteen (15) business days after written request for the same, COUNTY shall have the right, at all reasonable hours, to inspect and audit all such Records at the BORROWER'S offices, or wherever such Records may be kept, and such Records shall be maintained in Dane County, Wisconsin, for that purpose.
- D. Records that are provided to the COUNTY and which contain information regarding the BORROWER'S income, profit or loss, shall be deemed to be the confidential Records of the BORROWER, and, except as required by law, shall not be considered public records under Wisconsin's Public Records law (Wis. Stats., §19.31, et seq.). If COUNTY receives a request for access to such records and COUNTY determines that it is obligated by Wisconsin's Public Records law to release the requested records, COUNTY will provide BORROWER with written notice of the request and allow BORROWER a period of time of not less than five (5) business days to dispute the release of said records. If BORROWER disputes the COUNTY'S release of the records, within five (5) business days of the date of the COUNTY'S notice BORROWER shall inform COUNTY in writing of BORROWER'S intent to seek a court order restraining COUNTY from releasing the requested records. Within ten (10) days of the date of COUNTY'S initial notice, BORROWER shall commence an action to obtain a court order to restrain COUNTY from releasing the records. BORROWER shall serve COUNTY with notice of the petition filed with the court. BORROWER is liable for all costs related to such court action and shall save COUNTY and hold it harmless against any and all liability with respect thereto.
- E. During regular business hours and with reasonable prior notice, COUNTY shall be given free access to the BORROWER's place of business for the purpose of conducting an inspection or audit and for the purpose of determining the condition of the collateral for this Loan.
- F. BORROWER shall provide to COUNTY financial statements prepared and certified by a Certified Public Accountant for the fiscal year ending on December 31 of each year of this Agreement on or before May 1, of the following year.
- G. Representatives and employees of COUNTY the State of Wisconsin, and the employees or representatives of any other government agency with oversight or audit responsibilities for the CDBG program, shall have the right of access to any pertinent records of BORROWER and to BORROWER'S premises as necessary to audit, examine or investigate any aspect of BORROWER'S expenditures related to this Agreement.
- H. The BORROWER shall retain all Records required by this Agreement for five (5) years from the date of the final job hire required under Schedule C which is attached hereto and incorporated by reference.

15. INSURANCE.

- A. BORROWER 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 BORROWER 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 BORROWER 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, BORROWER 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 issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Commissioner, 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, BORROWER 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 BORROWER'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. BORROWER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. BORROWER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that BORROWER 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 BORROWER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by BORROWER. 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 BORROWER and shall cooperate with BORROWER'S attorneys in the defense of the action, suit or other proceeding. BORROWER shall furnish evidence of adequate Worker's Compensation Insurance.
- C. 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.

16. **REPRESENTATIONS.** To induce the COUNTY to make the Loan evidenced by this Agreement, BORROWER represents and warrants:

- A. **State of Incorporation and Legal Name.** BORROWER'S legal status and exact legal name are as set forth on the first page of this Loan Agreement.
- B. **Good Standing.** BORROWER is duly organized, legally existing and in good standing under the laws of the State of Wisconsin, has the power to own its property and to carry on its business and is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned by it therein or in which the transaction of its business makes such qualification necessary.
- C. **Binding Agreements.** When duly and properly executed by BORROWER, this Agreement, the Promissory Note, the Security Agreement and all other loan documents required by COUNTY will constitute valid and legally binding obligations of BORROWER and will be fully enforceable against BORROWER in accordance with the terms thereof, subject only to laws affecting the rights of creditors generally and application of general principles of equity.
- D. **Litigation.** Except as disclosed to COUNTY and listed in Schedule F. (if applicable), which is attached hereto and incorporated herein by reference, there are no judgments, injunctions or similar orders or decrees, claims, actions, suits or proceedings pending or threatened before any court or government or administrative body or agency which may reasonably be expected to result in a material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of the BORROWER or the GUARANTOR, or impair the ability of the BORROWER to perform its obligations under this Agreement and the Note.

- E. **Outstanding Indebtedness.** Except as disclosed to COUNTY and listed in Schedule E (if applicable), which is attached hereto and incorporated herein by reference, BORROWER has no outstanding indebtedness and is not in default under any instrument evidencing such indebtedness, any agreement relating thereto or with respect to any judgment, writ, injunction, decree, rule or regulation of any court or any governmental or administrative body or agency.
- F. **Taxes.** BORROWER has timely filed all tax returns that are required to be filed and has paid or made provision for the payment of all taxes that have or may become due pursuant to said returns. Neither the Internal Revenue Service nor any other taxing agency, federal, state or foreign, has asserted any liability against the BORROWER or any Guarantor for taxes materially in excess of those already provided for and the BORROWER knows of no basis for any such deficiency assessment
- G. **Authority.** The BORROWER'S execution, delivery and performance of this Agreement, the BORROWER'S execution and delivery of the Note and the borrowing thereunder and the execution and delivery of the Security Agreements and other loan documents will not violate any provision of law, any order, rule or regulation of any court or governmental or regulatory body, or any provision of the BORROWER'S organizational documents or any indenture or deed of trust, agreement or instrument to which the BORROWER is a party or to which the BORROWER'S assets are bound, or conflict with, result in a breach of, or constitute (with due notice of lapse of time or both) a default under any such indenture or deed of trust, agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature, whatsoever, upon any of the assets of the BORROWER, except as otherwise permitted, required or contemplated by this Agreement.
- The undersigned officer and agent of the BORROWER is fully authorized to execute and deliver this Agreement on behalf of the BORROWER
- H. **Omissions and Misstatements.** No information, exhibit, report, statement, certificate or document furnished by the BORROWER, or any other person on BORROWER'S behalf, to COUNTY in connection with this Agreement or its negotiation contains any material misstatement or omission of any fact necessary to the validity of the statements contained therein.

17. AFFIRMATIVE COVENANTS

- A. **Timely Response to Information Requests.** BORROWER shall deliver to COUNTY within fifteen (15) business days after any written request therefore from COUNTY such information as may be reasonably necessary to determine whether the BORROWER is complying with the terms of this Loan Agreement and whether an Event of Default has occurred.
- B. **Timely Payment of Principal and Interest.** BORROWER shall punctually pay or cause to be paid the principal and interest payments required by the terms of this Agreement and Note as such payments are due in accordance with the terms thereof.
- C. **Timely Payment of Taxes and Assessments.** BORROWER shall, upon demand, promptly pay and discharge all taxes, assessments or other governmental charges which may lawfully be levied or assessed on BORROWER'S income or profits or on any property, real, personal or mixed, belonging to BORROWER or upon any part thereof. BORROWER shall also promptly pay all lawful claims for labor, material or supplies, which, if unpaid, might become a lien or charge upon any such income, profits or property. Notwithstanding the foregoing, BORROWER shall not be required to pay any such taxes, assessments, charges, levies or claims so long as the validity thereof is actively contested in good faith by proper proceedings, provided that an amount equal to 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 a court or other legally constituted body of competent jurisdiction.
- D. **Timely Payment of Other Indebtedness.** BORROWER shall, 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, and will observe, perform and discharge all of the covenants, conditions and obligations which are imposed on it by any and all agreements securing or evidencing an encumbrance

upon the collateral so as to prevent an occurrence of any act or omission which under the provisions thereof may be declared to be a default thereunder which could result in a lien being placed upon the collateral.

- E. **Maintenance of Collateral.** BORROWER shall at all times maintain the collateral and keep it in such condition and repair that COUNTY'S security interest will be adequately protected.
- F. **Notice to County.** BORROWER shall give COUNTY prior notice, in writing, of any public hearing or meeting before any administrative or other public agency that may, in any manner, affect COUNTY'S security interest in the collateral.
- G. **Deadline for Project Completion.** BORROWER will complete the PROJECT on or before the date listed in Schedule A.
- H. **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.

18. EMPLOYMENT RELOCATION CERTIFICATION/JOB PIRATING

- A. BORROWER certifies that the Project will not result in the relocation of any industrial or commercial plant, facility, or operation from its current LMA to another.
- B. BORROWER certifies that at the time this Agreement is signed, neither BORROWER, nor any of its subsidiaries, has plans to relocate jobs in a manner or number that would result in significant job loss as defined under 24 C.F.R. §570.210 (b) (4).
- C. BORROWER shall reimburse COUNTY for the total amount of the Loan in the event that BORROWER'S use of the loan proceeds results in the relocation of jobs from one LMA to another.

19. JOBS CREATION/RETENTION

If this Agreement requires BORROWER to create and/or retain permanent fulltime equivalent jobs, BORROWER acknowledges that the creation and/or retention of these jobs is a major factor in the COUNTY'S decision to make the loan evidenced hereby. If BORROWER fails to create and/or retain the minimum required number of jobs within 24-months of Loan commitment or within the time provided in Schedule C, the following monetary penalty shall be imposed: \$2000.00 times the difference between the minimum number of permanent fulltime equivalency jobs required by this Agreement minus the actual number of permanent fulltime equivalency jobs created and/or retained. BORROWER may pay the penalty in one lump sum.

- A. If this Agreement requires BORROWER to *create* permanent fulltime equivalent jobs, BORROWER shall ensure that at least fifty-one percent (51%) of the jobs created, on a fulltime equivalency basis, are held by or made available to LMI persons and BORROWER will provide training for any of those jobs requiring special skills or education. Schedule C contains the following information regarding those jobs:
 - 1. Job title.
 - 2. Whether the job will be made available to or held by an LMI person.
 - 3. Any prerequisites for the job including a description of any special skills or education that a person hired for the job must have and the training that the BORROWER will provide.
 - 4. Whether the job will be fulltime or part-time and if part-time, how many hours per week the job-holder will work.
 - 5. Any job benefits, such as health insurance that will be included in the position.

6. A description of the actions BORROWER will take to ensure that the jobs identified above are made available to LMI persons, including how BORROWER will ensure that LMI persons will receive first consideration for the jobs.
- B. If this Agreement requires BORROWER to *retain* permanent fulltime equivalent jobs, BORROWER shall ensure that at least fifty-one percent (51%) of the jobs retained, on a fulltime equivalency basis, are either held by LMI persons at the time of Loan commitment or, for jobs reasonably expected to turnover within 2-years of Loan commitment, BORROWER shall ensure that 51% of these retained jobs will be filled by, or made available to, LMI persons upon turnover. The following information appears in Schedule C regarding each job that BORROWER will retain with the funds loaned pursuant to this Agreement:
1. Job title.
 2. A description of any special skills or education required for the job.
 3. Whether the job is fulltime and or part-time and if part-time, how many hours per week the job-holder works.
 4. Any job benefits, such as health insurance that will be included in the position.
 5. Whether the job is held by an LMI person at the time of Loan commitment and if held by an LMI person, BORROWER has submitted to COUNTY an "Employee Self-Certification" form, the current version of which is attached hereto as Exhibit A, for each LMI person holding the job that BORROWER certifies will be retained with the Loan proceeds.
 6. Identification of the retained jobs, other than those held by LMI persons, that are projected to become available to LMI persons through job turnover within two (2) years of the date of Loan commitment and information on how the turnover projections were calculated;
 7. A description of what actions BORROWER will take to ensure that the retained jobs that turn over are made available to LMI persons including any special training or education that the BORROWER will provide and the actions the BORROWER will take to ensure that LMI persons receive first consideration for the jobs.
- C. For each of the retained jobs listed in Schedule C, BORROWER certifies that without the receipt of the Loan proceeds, the jobs would be lost, and at the time of Loan commitment, at least 51% of the jobs that will be retained, on a fulltime equivalency basis, are either:
1. Held by a LMI person; or
 2. Can reasonably be expected to turnover within two (2) years of Loan commitment.
- D. The actions that BORROWER will take to ensure that at least 51% of the jobs created or retained will be filled or made available to LMI persons are described in detail in Schedule C.
- E. BORROWER agrees to complete annually during the term of this Agreement, a Beneficiary Data Reporting Form (the current version of which is attached hereto as Exhibit B). For each LMI person hired or retained by BORROWER, BORROWER will require the employee to complete an Employee Self-Certification form. BORROWER will forward a copy of each employee's Self-Certification form to COUNTY in accordance with the requirements of Schedule D.

20. NEGATIVE COVENANTS.

- A. **Additional Liens.** Create nor allow to exist any mortgage, pledge, lien, charge, or encumbrance, including liens arising from judgments, on the collateral pledged for this Loan, or upon any of BORROWER'S properties or assets, now owned by BORROWER, other than Permitted Liens as specifically set forth in Schedule E (if applicable) as exceptions to BORROWER'S title.
- B. **Transfer Property.** Sell, assign, transfer, lease, convey or suffer to be sold, assigned, transferred, leased, or conveyed any interest in all or a substantial part of its property except in the ordinary course of its business as now conducted during the terms of its obligation to COUNTY.

- C. **Investments.** Make any capital contribution to any other person or entity or acquire a beneficial interest in any stock, securities or evidences of indebtedness of, or make any investment or acquire any interest in, any other entity, except investments in federally insured certificates of deposit or in direct obligations of the United States of America maturing within one year from the date of acquisition or in AAA or better rated investments.
- D. **Reorganization/Merger.** Organize or create any subsidiaries or consolidate or merge with or into any other entity.
- E. **Name Change.** Change the legal name of BORROWER.
- F. **Loans and Liabilities.** Loan or make advances to any other person or entity or guarantee, indorse or otherwise be or become liable or contingently liable in connection with the obligations or indebtedness of any other person or entity, directly or indirectly, except:
 - 1. As an endorser of a negotiable instrument for the payment of money deposited to BORROWER'S bank account for collection in the ordinary course of business; or
 - 2. Trade credit extended in the ordinary course of BORROWER'S business or advances made in the ordinary course of business to BORROWER'S officers and employees for travel and other out-of-pocket expenses incurred by them on behalf of BORROWER'S business.
- G. **Relocation.** Move its operations outside Dane County, without the prior written consent of the COUNTY and without providing 90 days prior written notice to the COUNTY.

21. NOTICE OF FINANCIAL INSTABILITY

BORROWER shall give COUNTY immediate notice of any of the following events:

- A. BORROWER is unable to meet its financial obligations to its employees, to the state or federal government, or to any creditor.
- B. BORROWER wrote a check drawn on insufficient funds.
- C. BORROWER received notice that it has been sued or that a lawsuit against BORROWER is pending.
- D. That BORROWER filed or is the subject of a bankruptcy action.
- E. That BORROWER sustained or will sustain a loss for which it has insufficient financial resources.
- F. Any other event that impedes BORROWER'S ability to perform under this agreement.

22. 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 thereto, 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 or interest on the Note, BORROWER agrees that it will, to the full extent permitted by law, pay to COUNTY, in addition to any other amounts that may be due from BORROWER to COUNTY, an amount equal to the costs and expenses of collection or enforcement incurred by COUNTY in such collection.
- C. **Expenses Incurred by County in Correcting BORROWER'S 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 written notice to BORROWER, and at COUNTY'S discretion (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, fees, and expenses incurred by COUNTY in taking such steps (including reasonable attorney fees 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 10% 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 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 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.

23. **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:

- A. **Failure to Pay.** BORROWER'S failure to pay any principal of or interest on the Note when due and payable, and such failure to pay continues for a period of thirty days (30); or
- B. **Covenants and Agreements.** BORROWER'S failure to perform, observe or comply with any of the covenants contained in this Agreement or any provision of any of the other Loan Documents, other than the failure to pay principal or interest when due, and such failure continues for a period of 30 (thirty) days after written notice to the BORROWER by COUNTY; or
- C. **Information, Representations and Warranties.** If any representation or warranty made by the BORROWER herein or any information contained in any financial statement, application, schedule, report or any other document given by BORROWER or any Guarantor, with the collateral or with this Agreement or any other Loan Document is not in all respects true and accurate or if BORROWER omitted to state any material fact or any fact proves to be incorrect in any material respect as of the date when made; or
- D. **Default Under Other Agreements.** BORROWER'S or Guarantor's default under the terms of any other borrowing if the result of such default would permit the acceleration of the maturity of any note, loan or other agreement between BORROWER and any creditor other than COUNTY or between any Guarantor and any creditor; or
- E. **Insolvency.** If BORROWER or any Guarantor becomes insolvent or the subject of state insolvency proceedings, fails generally to pay its debts as they become due or makes an assignment for the benefit of creditors, or a receiver, trustee, custodian or other similar official is appointed for, or takes possession of, any substantial part of the property of the BORROWER or any Guarantor; or any act that indicates BORROWER'S or Guarantor's consent to, approval of, or acquiescence in any such proceedings or in the appointment of any receiver or of any trustee for BORROWER Guarantor with respect to a substantial part of its property; or
- F. **Subject of Bankruptcy Proceedings.** The taking of action by BORROWER or any Guarantor to authorize such organization or individual, as the case may be, to become the subject of proceedings under the Bankruptcy Code; or the execution by BORROWER or any Guarantor of a petition to become a debtor under the Bankruptcy Code; or the filing of any involuntary petition against BORROWER or any Guarantor under the Bankruptcy Code which remains pending for a period of 30 (thirty) days; or the entry of an order for relief under the Bankruptcy Code against BORROWER or Guarantor; or

- G. **Entry of Final Judgment.** Any final judgment for the payment of money that is not fully covered by liability insurance and is in excess of \$10,000.00 rendered against BORROWER or Guarantor and not discharged within 30 days; or
- H. **Change in Ownership or Control.** A change in ownership or control of BORROWER'S business or of BORROWER'S or Guarantor's assets without the prior written consent of the COUNTY. Notwithstanding the foregoing, BORROWER and Guarantor may, without the prior written consent of the COUNTY, raise equity capital by the sale of membership interests in BORROWER or Guarantor to third party investors without the same constituting a default under this Agreement, provided that control of BORROWER or Guarantor may not change without the advanced, written consent of the COUNTY; or
- I. **Material Adverse Change.** A material adverse change in BORROWER'S or any Guarantor's financial condition or in the value of the security pledged for this Loan.

24. **REMEDIES OF COUNTY IN THE EVENT OF DEFAULT:** In the event of default, the COUNTY may exercise all or any of the following remedies in addition to the rights and remedies available to COUNTY under the Uniform Commercial Code and all other rights and remedies available to COUNTY under all other applicable laws, such rights and remedies being cumulative and enforceable alternatively, successively or concurrently:

- A. COUNTY may terminate the agreement effective immediately and declare the entire outstanding balance of the Note together with interest and all other charges, immediately due and payable, whether or not the indebtedness evidenced by the Note shall be otherwise due and payable.
- B. COUNTY may enforce its rights by any appropriate proceedings, judicial or otherwise.
- C. No delay on the part of either party in exercising any right, power or privilege shall operate as a waiver
- D. In the event of a default which does not require the payment of money to cure or is not one of the events of default described in 23, E or F, above, BORROWER shall be deemed to have cured the default if on or before the expiration of thirty (30) days after written notice of default from COUNTY, BORROWER has undertaken such steps as are reasonably necessary to cure the default within a period of time that, under all of the facts and circumstances then existing, is reasonable, and BORROWER is diligently prosecuting such steps to completion such that the default will be cured within a reasonable time period.

25. **WAIVER OF NOTICE.** The BORROWER and Guarantor(s) hereby expressly waive any requirement for presentation, demand, protest, notice of protest or other notice or dishonor of any kind, other than the notices specifically provided for in this Agreement.

26. **SURVIVAL OF REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS.** All representations and warranties contained herein shall survive the execution and delivery of this Agreement, the Note, the Guarantee(s) and any other security instruments required as part of this Agreement, and any investigation at any time made by the COUNTY or on its behalf. All obligations of BORROWER and Guarantors under this Loan Agreement, and under the Note, which have not been fully performed, paid and satisfied at the time of closing of the Loan, shall survive the closing.

27. **ASSIGNMENT.** BORROWER may not assign or transfer its rights or delegate its duties under the Agreement without the prior written consent of COUNTY.

28. **SEVERABILITY.** 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.

29. 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.
30. PAYMENT. The BORROWER will pay to COUNTY, at its address specified in Schedule A, 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.
31. 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.
32. 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.
33. 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 shall operate as a waiver of the power or right, except as specifically provided herein. No remedy conferred herein or in the Note 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.
34. EXECUTION BY ADDITIONAL PARTIES AND GUARANTOR. When any party other than those named at the outset of this Agreement join in the execution hereof, they have done so for the purpose of consenting to all of the terms and conditions hereof and agree by such execution to be bound hereby. Any party who has signed this Agreement as Guarantor shall be deemed to have guaranteed performance by BORROWER of all of BORROWER's obligations hereunder and under the Note, and all such persons or entities who have signed as Guarantor shall be deemed to have made such guarantee unconditionally, and they shall be jointly and severally liable for the performance by BORROWER of all of such obligations.
35. RELATIONSHIP OF PARTIES. 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.
36. GOVERNING LAW AND VENUE. This Agreement, the Note, and the Guaranty shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Venue for a legal proceeding shall be in the Dane County Circuit Court.
37. LOBBYING CERTIFICATION. BORROWER certifies that to the best of its knowledge and belief:
- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, BORROWER will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- C. If BORROWER is a subrecipient, it will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in all of the contracts that it enters into in order to complete the work required by this Agreement and all said contractors shall certify and disclose accordingly.

38. NON-DISCRIMINATION AND EQUAL OPPORTUNITY.

- A. During the term of this AGREEMENT, BORROWER 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 force of the United States, or political beliefs against any persons, 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, selection for training including apprenticeship, rates of pay, and any other form of compensation or level of service(s).
- B. BORROWER agrees to post in conspicuous places, available to all employees, service recipients, and applicants for employment and services, notices setting forth the provisions of paragraph A. above. 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.
- C. BORROWER agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.
- D. BORROWER agrees to comply with section 109 of the Housing and Community Development Act of 1974 which provides that no person shall, on the grounds of race, color, national origin sex, age or handicap be excluded from participation in, denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Act.
- E. BORROWER agrees to incorporate the foregoing requirements in all bids and subcontracts.
- F. BORROWER agrees and authorizes COUNTY, the State of Wisconsin and any other authorized government agency to conduct on-site reviews, examine personnel and employment records and conduct any other procedures or practices to assure compliance with these provisions.

39. AFFIRMATIVE ACTION.

- A. If BORROWER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, that BORROWER shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this AGREEMENT and failure to do so by said date shall constitute grounds for immediate termination of this AGREEMENT by COUNTY.
- B. BORROWER shall also, during the term of this AGREEMENT, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office and shall report annually the number of persons, by race, ethnicity, gender, and disability status, who apply for employment and, similarly classified, the number hired and the number rejected.
- C. BORROWER agrees to furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books,

records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Ords., and the provisions of this AGREEMENT.

40. AMERICANS WITH DISABILITIES ACT COMPLIANCE

- A. BORROWER agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the Architectural Barriers Act of 1968, as amended, which provide that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or be subjected to discrimination under any program or activity receiving federal funds and that buildings or facilities that are altered, constructed or designed with federal funds comply with federal standards for accessibility. BORROWER further agrees to comply with the requirements of Wisconsin Statutes. §§ 111.321 and 111.34, and Chapter 19 of the Dane County Code of Ordinances. BORROWER agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- B. BORROWER shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. BORROWER agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, BORROWER agrees to offer "programmatically accessible" to recipients (real or potential) of said services and programs (e.g. change time/location of service).
- C. BORROWER agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. BORROWER agrees to refrain from the use of family members or friends as language interpreters unless specifically requested by the consumer and after a qualified agency interpreter has been offered. BORROWER agrees to train staff in human relations techniques and sensitivity to persons with disabilities. BORROWER agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in BORROWER'S programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. BORROWER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in BORROWER'S programs and services.

41. EQUAL BENEFITS REQUIREMENT

BORROWER shall comply with section 25.016 of the Dane County Code of Ordinances by providing the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot be reasonably provided and to make available for inspection by BORROWER'S payroll records relating to employees providing services under this AGREEMENT. If BORROWER'S payroll contains any false, misleading or fraudulent information, or if BORROWER fails to comply with the provision of s.25.016, Dane County Ordinances, COUNTY's contract compliance officer may withhold payments, terminate, cancel, or suspend the AGREEMENT in whole or in part, or after a due process hearing, deny BORROWER'S the right to participate in bidding on future COUNTY contracts for a period of one year after a first violation is found and for a period of three years after a second or subsequent violation is found.

42. BILINGUAL SERVICES FOR THOSE WITH LIMITED ENGLISH PROFICIENCY

BORROWER agrees to maintain comprehensive policies to address the needs of employees and clients with limited English proficiency. BORROWER agrees that they will employ staff with bilingual or special

foreign language translation skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. BORROWER agrees to refrain from the use of family members or friends as language interpreters unless specifically requested by the consumer and after a qualified agency interpreter has been offered. BORROWER will provide, free of charge, all documents necessary to its clients' meaningful participation in BORROWER'S programs and services in alternative languages appropriate to the needs of the client population. BORROWER agrees that they will train their staff on the content of these policies and will invite applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in BORROWER'S programs and services.

43. CIVIL RIGHTS COMPLIANCE

- A. BORROWER shall comply with the 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.
- B. BORROWER shall comply with the applicable COUNTY civil rights compliance policies and procedures. BORROWER shall comply with civil rights monitoring reviews performed by COUNTY, including the examination of records and relevant files maintained by BORROWER. BORROWER shall furnish all information and reports required by the COUNTY and to comply with the applicable COUNTY civil rights compliance policies and procedures. BORROWER shall comply with civil rights monitoring reviews performed by COUNTY, including the examination of records and relevant files maintained by the BORROWER. BORROWER shall furnish all information and reports required by the COUNTY, the State of Wisconsin and the federal government as they relate to affirmative action and non-discrimination. The BORROWER shall fully cooperate with the COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. BORROWER shall post the Equal Opportunity Policy, the name of the BORROWER'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 COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients, and employees. BORROWER shall supply to the Dane County Contract Compliance Office 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. BORROWER shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance Officer when such announcements are issued.
- E. If BORROWER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, BORROWER shall submit to the COUNTY a current Civil Rights Compliance Plan (CRC). BORROWER 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 COUNTY. The plan may cover a two-year period.
- F. If an approved CRC plan has been received during the previous CALENDAR year, a plan update is acceptable. If BORROWER submits a CRC/AA Plan to the State of Wisconsin that covers the services purchased by Dane County, a verification of acceptance of the plan by the State is sufficient. If BORROWER is a government entity having its own compliance plan, BORROWER'S plan shall govern BORROWER'S activities.

- G. If BORROWER has less than twenty employees, but receives more than \$20,000 from the COUNTY in annual contracts, it 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.

44. EQUAL OPPORTUNITY NOTICE

All solicitations for employment placed by or on BORROWER'S behalf during the term of this Agreement shall include a statement to the effect that such BORROWER is an "Equal Opportunity Employer."

45. MINORITY, WOMEN, LOCAL, AND SMALL BUSINESS ENTERPRISES

- A. BORROWER agrees to comply with Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), Executive Order 12138 (concerning Women's Business Enterprise), and 24 CFR 85.36.
- B. BORROWER agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

46. PARTICIPATION PROGRAMS BY FAITH BASED ORGANIZATIONS

BORROWER agrees to comply with the requirements of 24 CFR Part 92.257 which govern the participation in programs by faith-based organizations.

47. The following Schedules and Exhibits are attached hereto and incorporated herein by reference:

Schedule A: Project Specifications
Schedule B: Loan Terms
Schedule C: Jobs Creation Requirements Grid
Schedule D: Reporting Requirements

Exhibit A: Employee Self-Certification Form
Exhibit B: Beneficiary Data Reporting Form

Signature Page Follows

SIGNATURES OF ALL PARTIES HERETO APPEAR BELOW

COUNTY:

BY: _____ Date: _____
Joseph Parisi, County Executive

BY: _____ Date: _____
Scott McDonnell, County Clerk

BORROWER: _____
Wisconsin Women's Business Initiative Corporation

Print Name of Borrower

BY: Wendy K. Baumann _____ Date: 10/20/2020
Signature
Wendy K. Baumann, President/CVO

Print Name and Title

BY: _____ Date: _____
Signature

Print Name and Title

GUARANTOR: _____
Print Name of Guarantor

BY: _____ Date: _____
Signature

Print Name and Title

BY: _____ Date: _____
Signature

Print Name and Title

SCHEDULE A PROJECT SPECIFICATIONS

NARRATIVE DESCRIPTION OF PROJECT

The purpose of the micro-enterprise loan program is to provide financing to micro-businesses to create jobs for low- and moderate-income persons.

In 2005, WWBIC received an ED-RLF loan of \$100,000 to help capitalize its micro-enterprise loan fund. The micro-enterprise fund provides loans of up to \$25,000 to graduates of WWBIC's entrepreneur training programs, which are funded in part with Dane County CDBG. The loan was approved for a five-year term, at an interest rate of 3.5 percent and a loan fee of 0.25% points, with interest-only payments during the term and a balloon payment at the end of the term. The balloon payment could be rolled over to a new term upon approval of the Loan Committee and CDBG Commission.

In 2010, WWBIC requested a five-year rollover of its \$100,000 ED-RLF loan. The CDBG Commission met and approved the \$100,000 rollover request for an additional five-year term, at an interest rate of 1.5% with interest-only payments and payable on a semi-annual basis.

In 2015, WWBIC requested a second rollover of the 2005 ED-RLF loan to continue its micro-enterprise loan fund, as the demand for micro-business assistance in Dane County continues to grow. The CDBG Commission met on September 24, 2015 to consider WWBIC's request. Based on the qualifications of WWBIC and previous performance of the micro-enterprise loan fund, the CDBG Commission recommended approval (6-0) of the \$100,000 loan renewal request with a five-year term, at an interest rate of 1.5% with interest-only payments and payable on a semi-annual basis.

In 2020, the loan agreement was extended for an additional five-year term ending July 15, 2025.

PROJECT LOCATION

Dane County Urban County Consortium.

DESCRIPTION OF BORROWER

Legal Name:	Wisconsin Women's Business Initiative Corporation
Entity Type (Corporation, LLC, Partnership):	Nonprofit, nonstock Corporation
Business Name (D/B/A):	WWBIC
Names and Addresses of Officers, Managers, Partners:	Wendy Baumann, President WWBIC 1533 N. RiverCenter Drive Milwaukee, WI 53212

Names and Addresses of Guarantors:

OTHER PARTIES (*i.e., construction manager, property manager, general contractor, accountant, project attorney – all will depend on type of project*) N/A

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 and shall be deemed to have been given or made when so delivered or mailed.

To BORROWER:

President
WWBIC
1533 N. RiverCenter Drive
Milwaukee, WI 53212

To COUNTY:

DCDHS- Housing Access & Affordability
Division
Attn: RLF Administrator
210 Martin Luther King Jr. Blvd, RM 421
Madison, WI 53703

If there is any change in BORROWER'S address as provided above, written notification of such change shall be delivered to COUNTY within ten (10) days of the effective date of such change.

OTHER REQUIREMENTS

Davis Bacon Requirements: Micro-loans used to pay for construction projects or that otherwise trigger Davis Bacon provisions will follow federal Davis Bacon Act requirements.

Environmental Review: Environmental Reviews to be completed for each microloan and included in the administering agency's project files.

Other:

SOURCES AND USES OF FUNDS

Uses of Funds	Sources of Funds			Total
	ED-RLF Funds	Bank	Owner Equity	
Real Estate				
Equipment				
Working Capital	\$100,000			\$100,000
Inventory				
Other –Franchise fee, pre-opening, interest, legal, development fee, insurance, closing cost, bank fee				
Total	\$100,000			\$100,000

USE OF FUNDS/APPLICATION OF PROCEEDS

BORROWER shall use the loan proceeds to capitalize a micro-enterprise loan program available to micro-enterprise businesses located in the Dane County Urban County Consortium.

JOB CREATION REQUIREMENTS

BORROWER acknowledges that the agreement to create new (or retain) permanent fulltime jobs for low to moderate-income persons is a major inducement for COUNTY to make this loan and that the jobs created as a result of COUNTY'S Loan shall be in addition to any job creation requirements attached to any other loan.

- A. BORROWER shall create/retain at least 2.9 new permanent fulltime equivalent jobs and the BORROWER shall retain these 2.9 fulltime equivalent jobs for the term of the Loan.
- B. At least fifty-one percent (51%) of the jobs, or 1.5 fulltime equivalent permanent positions, must be held by persons who are low to moderate-income at the time of hire (**as determined by household income**) as defined and published by the United States Department of Housing and Urban Development.
- C. BORROWER shall obtain and forward to COUNTY documentation related to the job creation for LMI persons requirement, including "self-certification (household income) forms" from each person hired for the positions created as a result of the Loan.

PROJECT SCHEDULE

- A. BORROWER acknowledges that time is of the essence for this Agreement. The expenditure of CDBG funds is subject to federal deadlines and failure to meet these deadlines could result in the loss of federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by BORROWER that the Project will be completed as expeditiously as possible and that BORROWER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in the termination of this Agreement and the revocation of CDBG funds.
- B. Work will be completed within the following milestones and timeframes:

Milestone	Completion Date
1 FTE job created	12/31/2022
1 FTE job created	12/31/2023
1 FTE job created	12/31/2024

Remainder of page is blank

SCHEDULE B

LOAN TERMS

PURPOSE AND AMOUNT OF LOAN

Subject to the terms and conditions of this Agreement, the Note given as evidence of the Loan, the Loan Guarantees to be executed in connection herewith and such other documents related to this transaction, the COUNTY agrees to lend to BORROWER, and the BORROWER hereby agrees to borrow from COUNTY and repay to COUNTY or its assigns, a principal sum of up to **One Hundred Thousand Dollars and no/100** ("the Loan") for the purpose of enabling the BORROWER to complete the PROJECT as described in **Schedule A**.

TERM OF LOAN: 5 years

INTEREST: 1.50 %

FEES: 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. BORROWER paid the loan commitment amount in 2005.

PAYMENT: BORROWER will make semi-annual interest-only payments (\$750).

LATE PAYMENT FEES:

If Dane County receives any installment payment more than fifteen (15) days after its due date, a late payment charge of five percent (5%) of the installment payment shall be added to the scheduled payment.

In case of default, borrower will be charged 10% per annum until loan becomes current or is satisfied. See sections 22- 24, of this Agreement.

REPORTS/ RECORDS:

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 business offices 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.

REPAYMENT OF LOAN:

- A. All Loan funds are subject to immediate repayment in the event the BORROWER does not meet the Project Requirements as outlined in the Agreement or is otherwise in default of the terms of the Agreement, Note and other Loan Documents.
- B. All Loan funds are subject to immediate repayment by BORROWER upon any closing of a material portion of the business or upon sale, in whole or in part, or any other disposition of any portion of the assets of the business.

SCHEDULE C: JOBS CREATION

(Recommended to be used with each assisted business)

The following is a listing of all jobs expected to be created/retained as a result of this loan. Fifty-One Percent (51%) of persons hired/retained shall be low-to-moderate income based on the HUD guidelines at the time of hire.

Job title	Job Type	Fulltime or Part Time (FT/PT)	Job Prerequisites (Yes, No)	No. of Hours Per Week	Expected Date of Hire	Hourly Wage	To Be Filled by LMI (Yes/No)

Job Types

Officials and Manager
Professional
Technicians
Sales
Craft Workers (Skilled)

Laborers
Service Workers
Office and Clerical
Operatives

JOB PREREQUISITES

The actions that BORROWER will take to assist low and moderate income persons to meet the special skill, education and training requirements required for any of the jobs that are created or retained are described below:

WWBIC educates all potential borrowers on federal job creation requirements and necessitates that new positions be filled by persons of low- to moderate-income.

HIRING PROCESS

BORROWER will take the following actions to hire low-and-moderate income persons for the jobs that will be created or the jobs that will be retained and are expected to turnover:

WWBIC partners with low- to moderate-income business owners who meet the LMI jobs National Objective by creating jobs for themselves. Additional jobs created by each business are filled by low- to moderate-income persons.

SCHEDULE D
REPORTING REQUIREMENTS

ITEM	DUE DATE
<input checked="" type="checkbox"/> Business/Job report summary table	Annually from effective date of Dane County/WWBIC ED-RLF loan agreement.
<input checked="" type="checkbox"/> Notify Dane County of each new ED-RLF loan issued.	Subsequent to each new micro-loan closed using ED-RLF fund.
<input checked="" type="checkbox"/> Employee Income Self Certification form (may use Dane County form or equivalent WWBIC EIF form).	End of month following month of hire.



EXHIBIT A

Employee Self-Certification Form – 2019

(For use beginning April 24, 2019)

May substitute this form with internal EIF form so long as it contains equivalent information.

This business has received assistance from Dane County through funds that were provided in part by the U.S. Department of Housing and Urban Development (HUD) which requires that the following information be completed. This information will be kept confidential.

INSTRUCTIONS:

Please answer questions 1, 2, and 3, then sign and date the form certifying the information is correct. Your information can only be accepted if the form is completed in full.

1.) Please indicate your current family income in the following table. "Family" means all related persons in your household.

Please Circle # of Persons in your Family	FAMILY INCOME CATEGORY			
	Please check your family income in the same row as the number of persons in your family.			
1	_____ \$0 - \$21,100	_____ \$21,100 - \$35,150	_____ \$35,150 - \$52,850	_____ Greater than \$52,850
2	_____ \$0 - \$24,100	_____ \$24,100 - \$40,200	_____ \$40,200 - \$60,400	_____ Greater than \$60,400
3	_____ \$0 - \$27,100	_____ \$27,100 - \$45,200	_____ \$45,200 - \$67,950	_____ Greater than \$67,950
4	_____ \$0 - \$30,100	_____ \$30,100 - \$50,200	_____ \$50,200 - \$75,500	_____ Greater than \$75,500
5	_____ \$0 - \$32,550	_____ \$32,550 - \$54,250	_____ \$54,250 - \$81,550	_____ Greater than \$81,550
6	_____ \$0 - \$34,950	_____ \$34,950 - \$58,250	_____ \$58,250 - \$87,600	_____ Greater than \$87,600
7	_____ \$0 - \$39,010	_____ \$39,010 - \$62,250	_____ \$62,250 - \$93,650	_____ Greater than \$93,650
8 or more	_____ \$0 - \$43,430	_____ \$43,430 - \$66,300	_____ \$66,300 - \$99,700	_____ Greater than \$99,700

Source: 2019 HUD low-moderate income level limits for Dane County, WI

2.) Please check the box(es) that identify your race.

Single Race:

- ☐ White
☐ Black/African American
☐ Asian
☐ American Indian/Alaskan Native
☐ Native Hawaiian/Other Pacific Islander
☐ Other

Multi-Racial Identifiers:

- ☐ American Indian/Alaskan Native and White
☐ Asian and White
☐ Black/African American and White
☐ American Indian/Alaskan Native and African/American
☐ Other Multi-Racial

3.) Please answer these questions:

- Do you consider yourself as being of Hispanic ethnicity? ☐ Yes ☐ No
 Are you currently unemployed or were you unemployed prior to employment with this company? ☐ Yes ☐ No
 Are you a female head of household? ☐ Yes ☐ No
 Do you have a disability that is a substantial handicap? ☐ Yes ☐ No

I attest that the information provided is true and correct to my knowledge. I understand that the information listed on this form may be subject to verification by Dane County and/or by the U.S. Department of Housing and Urban Development (HUD), the Office of the Inspector General, or their authorized representatives.

Printed Name Signature _____ Date ____/____/____

Business Name Job Title _____

EXHIBIT B

Beneficiary Data Reporting Form

May substitute this form with internal EIF form so long as it contains equivalent information.

Project Name: _____

CDBG Contract #: _____

Organization: _____

Address: _____

DUNS #: _____
(Free DUNS number request line is 1-866-705-5711)

HUD Activity #: _____

Reporting Period: _____
(Month/Year)

JOBS CREATED

Employee Name (Last, First)	Date of Hire	Job Title	Job Type	Full-Time or Part Time (FT/PT)	No. of Hours Per Week	Employer Sponsored Health Care Benefits (Y/N)	Gender (M/F)	Race (Code)	Ethnic Status (Hispanic or Not Hispanic)	Income Level at Time of Hire (EL, VL, or L)

Job Type

Officials and Manager

Professional

Technicians

Sales

Office and Clerical

Craft Workers (Skilled)

Operatives (Semi-Skilled)

Laborers

Service Workers

Race

11 = White

12 = Black or Native American

13 = Asian

14 = American Indian or Alaskan Native

15 = Native Hawaiian or Pacific Islander

16 = American Indian or Alaskan Native & White

17 = Asian & White

18 = Black or African American & White

19 = American Indian or Alaskan Native & Black

20 = Other Multi-Racial

LMI

To be counted as low-and-moderate income, the employer must have on hand a self-certification form from the employee indicating the household size and that the household income, from all sources is at or below the HUD income guidelines for LMI or address information indicating the employee is presumed eligible. Indicate whether the income was extremely low (EL), Very Low (VL), or Low (L).

CERTIFICATION: I certify the jobs creation/retention information is true and correct to my knowledge.

Name/Title

Date