



# An Innovative CDFI Collaborative Initiative

A proposal to *The CDFI Fund Challenge.gov*

July 29th 2016

## I. SUMMARY

Following a long term informal collaboration, four leading Wisconsin certified CDFIs have come together to deepen and expand their reach via five hub cities and to the surrounding rural communities. *Invest in Wisconsin* (IIW) has identified five Wisconsin cities as hubs for its lending activities: Appleton, Eau Claire, Green Bay, Madison and Racine. These cities and counties represent areas of economic and racial disparities that are far too prevalent in communities across Wisconsin, where income inequality is increasing at a faster rate than the nation as a whole and racial inequality is, in fact, dramatically more pronounced than in other states. The importance of these hub cities is that they serve as pivots for surrounding low income, minority rural communities, which are often ignored merely because of their location, not because of the lack of potential and value.

Community Assets for People (CAfP), First American Capital Corporation (FACC, a Native CDFI), Forward Community Investment (FCI) and Wisconsin Women's Business Initiative Corporation (WWBIC) have formed a state-wide collaboration under the legal entity *Invest In Wisconsin LLC* (IIW). As IIW, the collaboration is bound to: (a) address the challenges facing Wisconsin for-profit businesses, nonprofits and residents lacking adequate access to capital; (b) grow the capacity of the individual member CDFIs, and; (c) expand and network resources of the IIW collaborative to work together more efficiently and effectively toward greater community impact. IIW firmly believes that in community development – as in team sports – together, everyone achieves more.

By adopting the five-city hub strategy, IIW will direct efforts and deliver resources that would otherwise not find their way into smaller rural communities, including New Market Tax Credits, increased SBA lending and opportunities through the designation associated with being a US Department of Commerce "Investing in Manufacturing Communities Partnership." Furthermore, IIW will increase its focus on rural Wisconsin counties and: (a) increase deployment of loan capital; (b) leverage existing funds and new sources and, (c) efficiently deliver financial learning services to business entrepreneurs, social sector organizations, families and individuals.

IIW innovatively leverages each partner CDFI's individual track records of achievement in bringing new resources to disadvantaged communities and their significant know-how in creating equitable access for all residents. Accomplishments range from attaining home ownership, an entrepreneur's chance to access start-up capital or expand a business, to a nonprofit's ability to develop affordable housing programs. The IIW partners possess significant connection to low income, minority rural communities through their already existing diverse range of programs in the target areas. IIW recognizes that this connection is vital to build awareness and create access to new programs for loan dollars, education and training for all residents. IIW combines pioneering outreach, with strong, effective collaborative work, impact measurement and continuous quality improvement. IIW understands that strong CDFI's with long-term sustainability can increasingly focus outwardly, which triggers true community development and change.

The IIW collaborative seeks an award from the CDFI Fund that will be used to facilitate: (a) growing the infrastructure of the individual CDFI members and the collaborative, (b) systematically combining our expertise, talent and efforts in order to address community challenges and deliver outcomes that would not be achieved by working alone, and document and communicate our results to the CDFI industry; (c) leveraging funds to improve access to new capital. Specifically, IIW requests funds of \$250,000 for loan capital, loan loss reserve capital and technology improvements.

A CDFI Fund award would result in increased capital deployment in the five hub cities and surrounding rural communities and a highly effective CDFI collaborative platform model for measuring, attaining and documenting community impact that addresses distressed rural community issues in Wisconsin.

## II. NEEDS AND CHALLENGES IN WISCONSIN

IIW recognizes the growing economic challenges faced by communities across Wisconsin. Nationally and in the Midwest, job growth continues to outperform the state of Wisconsin<sup>1</sup>. In 2009, Wisconsin fell off the national pace of growing jobs and continues to lag behind. While overall unemployment is slightly below the national rate, Wisconsin's 2014 African American unemployment rate of 20% was the highest in the nation. Furthermore, younger workers, American Indians, Hispanics, and workers with less education also suffer higher rates of unemployment. In response to these problems, the majority of resources continue to be directed to Milwaukee, Wisconsin's largest population center.

At the same time, similar needs exist in smaller metro and rural communities where resources such as financial and technical assistance are both less plentiful and accessible. IIW is committed to working cooperatively to address these issues of business and job development in regions outside of urban Milwaukee. Specifically, IIW intends to serve urban/rural clusters that include five hub cities and their surrounding rural counties. They include: Appleton, Eau Claire, Green Bay, Madison and Racine. A map of these cities and surrounding counties is shown below in Fig 1.

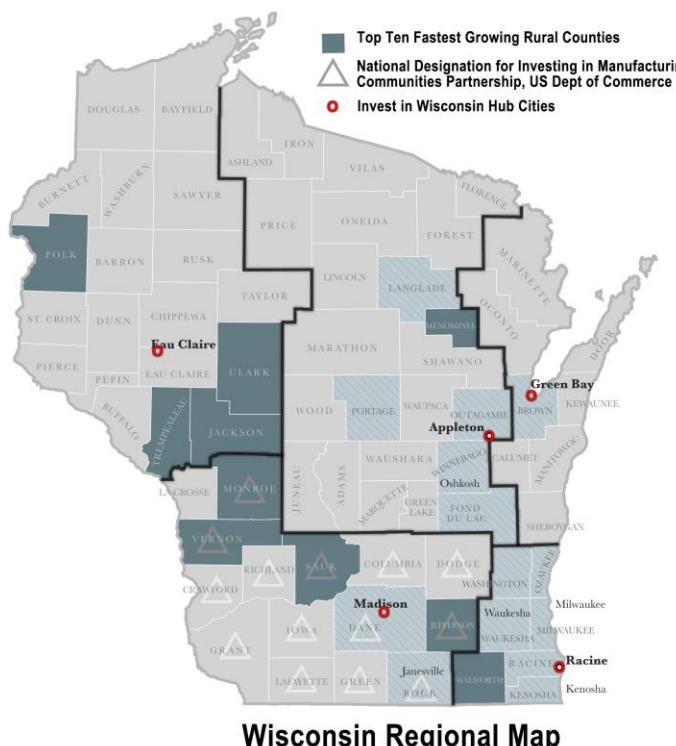


Figure 1: Maps showing (left) Wisconsin counties and location of hub cities and (right) Indian Lands

These cities were selected because of the significant and similar community development challenges among and between the hubs. Each hub city has the distinction of being in the Top 10 tier of Wisconsin's most populated cities; each is home to an American Indian reservation and each includes a University of Wisconsin campus. Three of the hub cities are located within close proximity to at least one or more of the Top 10 fastest growing Wisconsin rural counties. The following chart

<sup>1</sup> Laura Dresser, Joel Rogers, Javier Rodriguez and Siying Fu, "The State of Working Wisconsin 2015," Center on Wisconsin Strategy (COWS), [http://www.cows.org/\\_data/documents/1733.pdf](http://www.cows.org/_data/documents/1733.pdf)

identifies demographic data, and the discussion on Challenges which follow, highlights particular issues the IIW partner CDFIs have observed over time.

**Table 1: Demographic Data: Cluster Areas and Wisconsin**

	# of Rural Counties (per region)*	Hub City Population	% pop White	% pop African American	% pop Indian American	% pop Hispanic	% Unemployed (County)	% pop in Poverty
<b>Appleton</b>	19	73,971	87.5	1.7	0.7	5.0	3.9	11.3
<b>Eau Claire</b>	14	67,684	91.4	1.1	0.5	1.9	4.3	19.4
<b>Green Bay</b>	3	104,891	77.9	3.5	4.1	13.4	4.0	17.8
<b>Madison</b>	8	245,691	78.9	7.3	0.4	6.8	3.2	19.4
<b>Racine</b>	2	78,065	61.8	22.6	0.5	20.7	6.3	22.9
<b>Wisconsin</b>		5,757,567	86.2	6.3	1.0	5.9	4.5	13.0

The demographic data (table 1) shows that while the hub cities are designated as “urban”, their populations are not large. The white population dominates and diversity ranges from 8% to 40+. What does not follow these patterns is the number of businesses owned by populations of color and culture; they continue to lag at almost negligible levels. Other demographic similarities include a higher percentage of women-owned businesses (>25%) and lower percentage of home ownership (averaging 55% versus a WI rate of 68%). As is often the case, the demographics for the surrounding rural counties are, at best, similar and, many times, worse.

***CHALLENGE: Rural communities lag behind urban counterparts in small business development.***

Differences in how rural entrepreneurs access capital and support contribute to this challenge. According to the Rural Research Policy Institute (RRPI)<sup>2</sup>, most firms – both urban and rural – start small and stay small, but more rural firms remain locked in this stage than their urban counterparts. While rural firms are more persistent, survival does not equal prosperity. They tend to grow slower, create fewer jobs and generate less spin-off benefits.

Slower growth rates seem to result from a mix of natural competitive disadvantages, such as smaller home markets, and more restricted access to business growth services, including equity capital and sophisticated coaching, mentoring, and consulting. Rural firms that *do* achieve fast growth tend to lose any differences in their operations and growth patterns becoming similar to other fast-growing urban ventures.

Additionally, the RRPI report states that when it comes to the ability to raise equity capital, some important rural-urban differences do emerge. Rural small businesses are more likely to utilize bank loans than their urban counterparts and are also less likely to attract outside equity investments. These patterns may not be the result of differences in the quality of demand for capital; instead, they more likely result from rural equity capital gaps.

Further, a recent Federal Reserve Bank assessment found that declines in small business lending cannot be explained by any single element but rather by the interaction of five factors: tightened credit standards on the part of banks; weak demand on the part of businesses; poor financial health on the part of banks (for example, at the end of 2007, there were only 76 WI banks on the Problem Bank List compared to 253 WI banks as of March 31, 2015); limitations associated with SBA lending related to both the temporary nature of stimulus expansion and the lack of resources to support technical assistance and business support; and, credit gap for some businesses that are not bank or SBA qualified.

Based on this data, it is clear that an infusion of loan capital via responsible lending products as well as focused business education and technical assistance is needed to meet the challenge and opportunity to create vital and thriving hub cities and rural communities.

***CHALLENGE: Reaching out to rural communities requires a different strategy than that used in urban counties.***

Wisconsin has 14 urban areas in a state with 5.4 million people; there are only nine other states with 14 urban areas, and those states – for example, California, Florida and New York – are significantly larger than Wisconsin. Thus, there are very few places in the state that are not close to one of the 14 urban areas.

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<sup>2</sup> Deborah Markley, “Access to Capital in Rural America: Supporting Business Startup, Growth and Job Creation in the Wake of the Great Recession,” Interim Briefing for the USDA, April 2012, RUPRI Center for Rural Entrepreneurship

According to the work of Harvard researcher Michael Porter, the connection between rural areas and metropolitan areas is important. From the perspective of building clusters, this connection makes it easier to promote economic development and build prosperity. IIW proposes strategy that builds upon the cluster approach. IIW selected five clusters that include five hub cities along with their surrounding rural counties. Experience and know-how from the collaborative members working in rural areas has already identified effective strategies for outreach as well as requirements, IIW is therefore well prepared to design and deliver loan products and technical assistance that meet the specific needs of these rural communities. For example, hosting programs to help immigrants find the resources to launch businesses and/or buy businesses where the owners are retiring will be important in keeping many small towns viable. Likewise, creating a succession program to link retiring business owners with young adults or other groups with an interest in managing the business will help keep some businesses in the rural areas. IIW members FCI, CAfP, WWBIC and FACC will collectively contribute in the outreach strategy and engagement process.

***CHALLENGE: Access to capital remains an impediment to rural small business development.***

Rural Wisconsin continues to be a source of strength and opportunity for both the people who live there and for the state as a whole. It boasts significant natural resources, vibrant and diverse culture, and strong families. Yet in too many rural and tribal places, kids and families are falling behind. The development of small businesses and the strengthening of community services can help change this trend. When small business lending stalled in 2008, the effect on Wisconsin's rural economy was especially felt hard.

The five hub cities and the existing businesses within the corresponding regions rely on both vertical and horizontal associated businesses to support their business plans. For example, Seascape Technologies in Scandinavia (Waupaca County) created a new type of mull liner for the foundry industry that outlived previous designs by nearly five times. The principal of the company elected to offer the Waupaca Foundry, one of the world's largest, his product for free for one year to prove its endurance. The small company now provides their mull liners to foundries around the world. Similar examples abound – small machining shops in rural areas contract with larger companies to meet production goals. IIW members: WWBIC, FACC and CAfP will dedicate their resources to ensuring that low-income minorities in rural areas have access to responsible loan capital products and business/personal financial coaching to rise above and beyond disparities.

***CHALLENGE: Disparities are especially pronounced in rural communities.***

Whether it is economic, social or racial disparities, they are significantly more evident in rural communities. In most cases, it is due to an availability of resources such as access to services, capital, jobs, job training or a combination of all of the above. In Wisconsin, counties experiencing high inequality and high poverty rates have tripled since 1989. Hispanic populations in rural Wisconsin are growing and so are rates of unemployment. In Tribal communities, persistent poverty continues. While business development and jobs are core to getting people out of poverty, so are community organizations that support individuals and families. They are critical to educational attainment, family and financial stabilization, housing affordability and overall basic needs. IIW member FCI is dedicating its resources to ensuring that organizations have the financial, human and facility capital they need to help residents rise above and beyond these disparities.

### **III. IIW'S STRATEGY/INNOVATION TO SOLVING THE NEEDS AND CHALLENGES**

IIW was created in 2008 when its members (FCI, CAfP, WWBIC) were faced with growing challenges in accessing capital. The partnership was intended to support and augment the annual investment efforts of each individual CDFI. In 2008 the economy went into a downward spiral and as a consequence IIW went dormant. Since that time, IIW members have worked together informally on support policy important to Wisconsin's CDFI industry and collaborated to direct resources to low-income communities and social impact projects.

Today, with the addition of FACC, the dynamic approach of IIW's members is to use its existing statewide relationships to work in the five hub cities and the surrounding rural counties.

Collaboratively, IIW will work a multi-stage approach:

- (1) Conduct community listening sessions as a means of engaging residents and key stakeholders to identify specific needs across the five hub regions
- (2) Use the results to fine-tune existing technical assistance and loan products to respond to the need
- (3) Identify new sources of loan capital and recycle existing loans
- (4) Strengthen both the capacity of IIW's individual partners as well as the capacity of the collaborative as a whole

This multi-stage approach is combined with the following achievement goals within a 5 year period:

#### **GOALS WITHIN ONE YEAR OF IIW PROGRAM IMPLEMENTATION:**

1. Conduct a minimum of five annual community events that engage residents and stakeholders
2. Collaboratively raise a *minimum* of \$1 million in new loan capital
3. Fund more than \$5 million in small business loans to women, minorities, American Indians, immigrant populations and low-income individuals; \$5 million in loans to community organizations; \$600,000 for homeownership and approximately \$100,000 in consumer auto lending
4. Offer 50 classes educating individuals how to start-up, finance and operate rural businesses
5. Offer 20 financial literacy classes

#### **GOALS WITHIN FIVE YEARS OF IIW PROGRAM IMPLEMENTATION:**

1. Conduct a minimum of 10 annual community events that engage residents and stakeholders
2. Collaboratively raise a *minimum* total of \$8.5 million in new loan capital
3. Fund more than \$25 million in small business loans to women, minorities, American Indians, immigrant populations and low-income individuals; \$25 million in loans to community organizations; \$3 million for homeownership and approximately \$850,000 in consumer auto lending
4. Offer 200 classes educating individuals how to start-up, finance and operate rural businesses
5. Offer 100 financial literacy classes
6. Strengthen the internal lending capacity of IIW collaborative members via technology including AERIS ratings certification where appropriate for loan operation.

Together, the IIW partner organizations serve the entire state and would use an award from CDFI fund activities towards these goals. Three of the IIW members, CAfP, FACC and WWBIC are SBA Microlenders and WWBIC has the added designation of being an SBA Community Advantage lender and is AERIS certified. FCI is the recipient of two New Market Tax Credit awards and, each of the members are recipients of multiple CDFI FA, TA and NACA awards. This geographic and resource depth and breadth, combined with diverse constituencies, ranging from small businesses to nonprofit organizations to individuals, means the collaboration will be in a position to bring a continuum of business, community and economic development products and services into the identified hub cities and surrounding rural communities. Specifically, IIW will:

**Engage Community Stakeholders:** IIW is committed to jointly engaging community residents and partners to better understand the need and most effective strategies to meet need in the hub cities and surrounding areas; the information will inform IIW and partners on new programs needed and more ways to improve access for underserved segments. To that end, IIW will conduct continuous, constant outreach with elected officials, including U.S. senate and congressional offices, state senators and representatives, mayors, city councils, county executives, and county supervisors. IIW will notify all stakeholders of programming, events, opportunities and results. IIW will work with our partners not only to inform them, but to encourage them to share information about IIW with their memberships/constituencies

**Attract New Capital:** According to Kristen Moy, Aspen Institute, collaboration holds real payoffs for CDFIs; small institutions working individually at the margins have greater difficulty attracting (large) bank partners, as well as public resources, and thereby risk diminishing their impact. An effective collaborative would likely have more success in attracting capital. IIW will leverage the combined strength of its members, CAfP, FACC, FCI and WWBIC to attract those investments. Together these CDFIs will leverage their joint capital and balance sheets to attract new investors across the state of Wisconsin. The collaborative will also target resources that were not previously available to borrowers via sources like federal designations (i.e. Investing in Manufacturing Communities Partnership), CDFI awards (i.e. New Market Tax Credits) and philanthropic dollars (i.e. program related investments).

The estimated need for new capital across the collaboration is almost \$8.5 million over the next 5 years. Rather than making individual investments, one award from the CDFI Fund in IIW would be shared by four of the member organizations.

**Fine-tune Existing Loan Products and TA:** IIW will use the information learned via its community outreach to fine-tune our existing programs to work more effectively and efficiently together. The same is true of technical assistance. For example, one rural county may demand greater consumer outreach than another or another county may require more emphasis on a

targeted industry. With information received from annual community stakeholder meetings, IIW will customize the work we do both individually and jointly.

**Strengthen IIW Capacity:** Each partner CDFI has its own specialty and unique wealth of knowledge; all partners believe in and will advance the following initiatives and principles:

- Strategic Customer-Centric Growth: Included is business lending to encompass entire targeted areas and the alignment of all services (educational sessions, one-on-one business TA and financial support, lending) with equal and easy access, achieved in part through the availability of rural and local lending specialists. The focus will be to empower clients and partners through enhanced system delivery and technology utilization. IIW will foster and maintain mutually-beneficial partnerships that can help meet client needs, keep pace with the changes in the world and the industry while maintaining Total Quality Management.
- Investing in our People: IIW commits to continued development of our combined staff and their professional: technical skills and expertise as well seek diverse talent for new and open staff positions. The collaborative will employ strategies to engage and retain staff to enhance our effectiveness in serving our social goal during the next 5 years.
- Pursuing Global Best Practices to Increase Social Impact: IIW commits to ongoing work to strengthen our financial and social performance, and in doing so become more recognized as leaders in our industry. Key factors include developing long term financial sustainability, full transparency and best practices when measuring social impact.
- Providing Holistic Resources: IIW members understand that it is not just about growing a business or stabilizing an organization, it is also about growing individuals within communities. IIW members: CafP, FACC and WWBIC offer classes advancing financial literacy, homeownership and consumer credit and expects to increase both the number of classes available and uptake of classes to the hub city rural communities.
- Scaling IIW Strategies to Increase Social Impact: Local strategies support IIW's proposed geographic cluster approach. For example, the Regional Planning Commission Development Institute in Madison, WI has identified eight existing business clusters and two emerging clusters in Wisconsin on which IIW will focus attention. The North Central Regional Planning Commission and the West Central Regional Planning Commission also have common goals to diversify their region's economy by fostering the development of emerging industry sectors and supporting start-up and small businesses with training, market research, financial assistance, strategic planning and other assistance, clearly aligning with the IIW strategies proposed. By taking an innovative approach in further collaboration opportunities with aligned organizations within the state, IIW will draw on its experience in the next 5 years to scale the outreach and uptake of programs and services that will be a positive change agent for low income, minority communities in rural Wisconsin.

IIW believes its connection to disenfranchised communities, its partners' commitment to achieve results to create new opportunities using via the strategies described above, will prove effective and impactful in deep and meaningful ways.

#### **IV. COLLABORATIVE STRUCTURE, MANAGEMENT AND MEASUREMENT OF IMPACT**

Four highly experienced Wisconsin-based certified CDFIs make-up the IIW collaborative partnership:

**Community Assets for People, LLC, (CAFp) CDFI certification #: 131CEO11824** wholly owned by CAP Services, Inc., was created in 1998 to address the growing challenges in accessing capital and credit, particularly for low-income households. Initially certified by the US Treasury in 2000, it now has a \$16.1 million loan portfolio including 1,049 housing, 109 business and 67 auto loans. Lending is geographically diverse (Portage, Waupaca, Waushara, Outagamie, Marquette and Wood Counties). Mary Patoka serves as the President and CEO of both CAFp and CAP Services. CAP was created in May of 1966 as part of President Johnson's War on Poverty. It offers 30 programs in the areas of decent and affordable housing, early childhood development, business technical assistance and a variety of workforce, transportation and family development programs. It was recognized by the Annie E Casey Foundation and the National Corporation for Community Economic Development with its Family Strengthening Award in 2004 for its Skills Enhancement Program and Family Development Partnership Toolkit. It is certified by HUD as an FHA secondary lender, the SBA as a Microlender and USDA as an Intermediary Lender.

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**First American Capital Corporation (FACC) CDFI certification #: 041CE05012** was launched in 2002 and became a certified Native CDFI in 2004 with a mission of increasing access to financial resources and technical assistance to American Indian entrepreneurs and businesses, both on and off the reservation. FACC is a sister agency of the American Indian Chamber of Commerce of Wisconsin (AICCW), a membership and advocacy organization for American Indian business people. FACC's footprint is statewide, with about 35% of its loan portfolio representing Native business people located on Wisconsin's reservation lands. Loans from FACC range from \$5,000 to more than \$150,000. In 2007 FACC became the first Native American agency to be certified as an SBA Microlender; its target market includes 26 counties, all of them represented by one or more of Wisconsin's 11 federally-recognized Indian tribes, including the Menominee Nation. FACC's Executive Director Craig Anderson, Sisseton Wahpeton Sioux, who has some 35 years of business experience, is one of the founders of FACC and the AICCW, and is AICCW's current President. The inclusion of FACC in IIW emphasizes the collective drive to deliver critically needed financial and technical assistance to nascent, struggling and often disenfranchised Native American entrepreneurs located in historically underserved and persistently tribal communities.

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**Forward Community Investments (FCI) CDFI certification #: 31CE011843** is a lender and advisor for organizations and initiatives that reduce social, racial, and economic disparities throughout Wisconsin. With a staff of 14, FCI supports Wisconsin's social sector via tailored loans and strategic advice to mission-driven initiatives that create positive community change and stabilization and promote long-term economic self-sufficiency. What began as a countywide loan fund in 1994 leveraged a successful model to become a statewide loan fund in 2005. FCI's below-market rate loans – totaling close to \$60 million and averaging \$10+ million annually for the last three years – have seeded and leveraged additional private and government funding at a rate of 6:1 for community projects across Wisconsin, generating: 2,000+ units of affordable housing, providing affordable childcare for 9,000 children, affecting more than 500,000 low-wealth individuals, and creating or retaining close to 4,000 jobs. In 2014 and 2015, FCI received back-to-back \$20 million New Market Tax Credit awards from the CDFI Fund. While the first award is committed, FCI is on its way to closing the first loan from the second award; JP Morgan Chase is expected to be the investor in a \$6 million leverage deal in Milwaukee.

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**Wisconsin Women's Business Initiative Corporation (WWBIC) CDFI certification #: 131CE011881** is a statewide economic development organization focused on business creation, expansion, and sustainability, and job creation and retention in both urban and rural areas. Founded in 1987, WWBIC provides access to fair capital including direct lending; one-on-one business assistance; business education, and personal financial education programming. Services are open to anyone in Wisconsin, but WWBIC's mission emphasis is women, people of color, and people of lower wealth and incomes – those most likely to be underserved by traditional financial institutions. WWBIC became Wisconsin's first nonprofit certified and funded CDFI in 1998. In 2013, it was AERIS-rated. Celebrating more than 25 years of "Putting Dreams to Work," WWBIC's cumulative impact includes more than 53,000 individuals and 3,500 businesses served, with \$39.3 million loaned to small businesses and 8,300 jobs created and retained by its clients statewide. In 2014 alone, WWBIC served 3,568 individuals through all services, including 1,031 business owners, helping to create or retain 2,456 jobs; they financed \$5.5 million in loans to micro and small businesses with a current loan portfolio of \$10.5 million.

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IIW partners are fully committed to working together to expand both their individual and collaborative capacity; and increase the capacity of small business, social sector organizations and individuals. The partnership that constitutes the IIW LLC is legally enforced via a memorandum of understanding (MOU) that was enacted following an award to IIW from JP Morgan Chase ProNeighborhoods program (see Appendix 1). FCI will act as lead CDFI for the IIW partners operating as convener, coordinator and fiscal manager. FCI has a long, successful track record of deploying and managing complex public and private grants and investments to address day to day management and operation needs of IIW as a collaborative organization, the partners have recruited the following limited term appointments:

*Social Impact Director* charged with organizing and coordinating the efforts tied to this initiative. The Director will be responsible for overall program administration, establishment of tools for reporting impact and metrics, as well as work with IIW's lead member, to manage and improve the initiative. Additionally, the position will be charged with leading efforts to assess identify technology resources to strengthen and track the operation of the collaborative. For administrative purposes, Social Impact Director is employed by FCI.

*Marketing and Development Director* to assist the collaborative in raising more mission-related investments for IIW. The position will also raise the stakeholder interaction of IIW via selected channels and focus on heighten awareness of the resources the collaborative has to offer in our hub cities to increase access to those resources. This position also supports the annual community listening sessions held in the five hub cities. For administrative purposes, the Marketing and Development Director is employed by WWBIC.

Additionally, IIW will utilize the pro bono services of *the Program Evaluator*, Dr. Niloy Bose, a qualified, independent, third-party evaluator to help assess the overall impact of an award from the CDFI fund and the performance of IIW in the areas of job creation and retention; living wage jobs; business start-ups, expansions and failures; expansion of community facilities; increased personal income; and increased (business and personal) assets and the inclusion and participation of diverse populations in our lending and educational activities. From a macro perspective, we will also follow whether individuals/businesses/nonprofits achieved their financial goals, increased their financial acumen, became bankable and, in general, contributed to the stabilization of their respective communities. Dr. Bose, Economics Professor at the University of Wisconsin-Milwaukee, has extensive experience in evaluating various economic development projects. Each member of the collaborative is committed to finding ways to further measure and define our successes and impact beyond some of the more traditional outcomes measures.

IIW will also ensure the resources needed for all members to secure an AERIS rating (or re-rate) with a goal of attracting new mission-led investments, both individually and for the collaborative. Additionally, resources from this initiative will be used to assess and secure new loan productivity software for members.

## V. RESOURCES REQUIRED TO OVERCOME THE CHALLENGES

The 4 Wisconsin based CDFIs have taken an innovative approach to form the Invest in Wisconsin collaboration. Each partner has complimentary expertise and know-how gained from decades of experience working directly in low income, minority communities that exhibit pronounced racial and financial inequalities. As a collaborative partnership, IIW can leverage the resources and capacity of its 4 partners to effectively achieve better outcomes in currently underserved hub cities and rural communities.

IIW is working to: (a) growing the infrastructure of the individual CDFI members *and* the collaborative, (b) systematically combining our expertise, talent and efforts in order to address community challenges and deliver outcomes that would not be achieved by working alone, and document and communicate our results to the CDFI industry; (c) leveraging funds to improve access to new capital.

In addition to the 5 year goal to raise \$8.5 million in new capital from new resources, leverage will also come from some in-kind donations (Dr. Bose, evaluator) along with the following sources:

SBA Community Advantage: While three of the IIW members – CafP, FACC and WWBIC – are longtime SBA Microlenders, only WWBIC is a Community Advantage lender. In that capacity, WWBIC can sell its 85% guaranteed portion to the secondary market and create capital to originate new loans. WWBIC has been a CA lender since 2013 and was named by the SBA as Wisconsin's largest CA lender in 2014. In 2015 alone, WWBIC is recycling more than \$2 million into new loans and the activity is expected to increase. CafP and FACC intend to become CA lenders in 2016; adding even more leverage for a CDFI award.

Madison Region Economic Partnership (MadREP) – In July 2015, MadREP received one of twelve US Dept of Commerce designations in the Investing in Manufacturing Communities Partnership (IMCP) initiative. IMCP is intended to leverage economic dollars in its 13 county footprint of which Madison is the hub city. FCI and WWBIC were selected to partner with MadREP in establishing and funding a \$5 million regional loan fund designed to ignite and strengthen business development in the local food ecosystem.

Other sources of leverage include Corporation for Economic Development; CAP was recently awarded a \$20,000 grant to grow its technical assistance capacity. FCI intends to use \$5 million of its most recent New Market Tax Credit award to fund a revolving loan pool for small social sector loans; NMTC equity will be used to leverage an additional \$1.5 million in new loans. These are just several examples of the capacity of the IIW members to leverage CDFI fund award dollars.

An award of \$250,000 from the CDFI fund would provide acceleration of the implementation process in the target communities of IIW's multi-stage program to achieve its identified goals during the next 5 years:

- (1) Conduct community listening sessions as a means of engaging residents and key stakeholders to identify specific needs across the five hub regions
- (2) Use the results to fine-tune existing technical assistance and loan products to respond to the need
- (3) Identify new sources of loan capital and recycle existing loans
- (4) Strengthen both the capacity of IIW's individual partners as well as the capacity of the collaborative as a whole

**GOALS WITHIN FIVE YEARS OF IIW PROGRAM IMPLEMENTATION:**

1. Conduct a minimum of 10 annual community events that engage residents and stakeholders
2. Collaboratively raise a *minimum* total of \$8.5 million in new loan capital
3. Fund more than \$25 million in small business loans to women, minorities, American Indians, immigrant populations and low-income individuals; \$25 million in loans to community organizations; \$3 million for homeownership and approximately \$850,000 in consumer auto lending
4. Offer 200 classes educating individuals how to start-up, finance and operate rural businesses
5. Offer 100 financial literacy classes
6. Strengthen the internal lending capacity of IIW collaborative members via technology including AERIS ratings certification where appropriate for loan operation.

Specifically \$250,000 is requested by the IIW initiative from the CDFI Fund challenge award and will be distributed between:

- Loan capital
- Loan loss reserve capital
- Technology investments to improve loan products, services and programs for the IIW Initiative

The IIW collaborative initiative will dedicate significant resources to evaluating its programs, services and outcomes. By 2021, IIW expects to tell a story that not only reflects the outputs but can expand upon how our efforts actually made a difference in the hub cities and neighboring rural communities, whether it is by the impact or our accessible loan products, our quality learning opportunities or our fair and responsible decision-making.

July 29<sup>th</sup> 2016

# Appendix 1

## INVEST IN WISCONSIN COLLABORATIVE AGREEMENT

This Agreement is among the following parties: Community Assets for People (“CAfP”), First American Capital Corporation (“FACC”), Forward Community Investments (“FCI”), and Wisconsin Women’s Business Initiative Corporation (“WWBIC”), (each a “Partner”; together the “Partners” or the “Collaborative”).

Whereas, the JPMorgan Chase Foundation (the “Foundation”) has approved a grant to FCI as the lead contractor of Invest in Wisconsin (“IIW”) in support of PRO Neighborhoods – Invest in Wisconsin (the “IIW Program” and, for purposes of this Agreement, the work associated with this program will be the “Project” and the funds will be the “Project Funds,” which includes the funds from the Foundation as well as additional funds that are acquired pursuant to this Agreement), based upon a proposal submitted to the Foundation on September 7, 2015 and updated with a revised budget on October 5, 2015 (the “Proposal” and the “Proposal Budget”);

Whereas, the Partners seek to create the Collaborative to undertake the Project, with the understanding that the “Partners” are not forming a “partnership” as that term is defined for corporate legal and tax purposes;

Now, therefore, the Partners agree as follows:

### I. The Project

- A. **Purpose of the Collaborative.** The Partners have agreed to form a Collaborative to create an effective team for performing the work of the Project in order to expend their individual capabilities by working collectively to address the challenges facing Wisconsin for-profit businesses, nonprofits and residents that lack adequate access to capital. The purpose of this Agreement is to structure the relationship among the Partners and to set out the shared responsibilities and processes for working as a Collaborative on this Project.
- B. **Contract Requirements.** Each Partner shall undertake the responsibilities described in the Proposal and set forth in the Project contract issued by the Foundation on November 9, 2015 (the “Contract”), which is attached as **Exhibit A**, and as further described in this Agreement.
- C. **Duration.** This Agreement is effective as of November 9, 2015, and shall be effective as long as the Contract is in effect unless the Partners agree to extend it; provided, however, Articles V, VI, VII, and VIII shall survive the termination of the Agreement.
- D. **Equitable Roles and Cooperation.** The Partners acknowledge a successful Collaborative is built upon good communication, trust, operating in good faith, and recognition of the different strengths and size of each organization, the variety of expertise, and the communities served.

## **II. Project Administration**

- A. **Lead Contractor.** FCI will serve as the lead contractor with the Foundation (“Lead Contractor”). FCI’s roles will include, but not be limited to, serving as fiscal agent, ensuring compliance with all reporting obligations, and subcontracting with the other Partners and other sub-contractors as applicable to perform the services of the Contract, subject to the terms of the Contract.
  1. Each Partner agrees that FCI is authorized to serve as its agent to sign agreements related to the Project in the Collaborative’s name and on the Partners’ behalf as a member of the Collaborative, consistent with the terms of this Agreement, including the Partners’ role in advising such decisions.
  2. To the extent it holds undistributed Project Funds, FCI will maintain a dedicated fund for the benefit of the Collaborative and for the use of the Project. FCI agrees to provide to the Partners, at least quarterly, a record of the fund’s income and expenses.
  3. Without prejudice to its authority to contract on behalf of the Collaborative in relation to the Project, FCI agrees to take all reasonable steps in every occasion to seek and obtain the prior consent of each of the other Partners before entering into agreements for the benefit of the Project and the Collaborative or distributing the Project Funds. Each Partner acknowledges that in its role as Lead Contractor in the Collaborative, FCI must have the ability to make decisions efficiently, which reflect the input of the Partners, but it must not be unduly delayed or subjected to risk because of failure to reach consensus. The Partners agree that FCI has the authority to act independently when such action is required to limit its financial and legal risks under the Contract. FCI further agrees that it will not enter into any obligations whatsoever that obligate a specific Partner with the Foundation, without the consent of that Partner.
  4. Consistent with the Approved Budget, as defined in Section IV.A, FCI will be compensated for its administrative services and will employ or contract with persons to provide such service.
  5. Other details regarding implementation of the Project will be developed at the direction of the Partners’ Committee, including an Implementation Plan, which addresses the plans for fulfilling the objectives of the Project (Section III.C.6), a Distribution Plan (Section IV.A), which addresses distribution of all Project Funds (which includes both the funds from the Foundation and the funds acquired through the Partners’ work under this Agreement, and a Development Plan (Section IV.C), which addresses the Partners’ efforts to raise funds for the Collaborative.

### **B. Employees for the Project.**

1. As described in the Proposal Budget, the Project will engage staff to undertake the work of the Project, including a Social Impact Director and a Development/Marketing Director. For each position, one of the Partners

will serve as the legal employer for purposes of payroll, taxes, and supervision and control, subject to the personnel and any other relevant policies of that Partner. All of the Partners will participate in the selection, ongoing evaluation, and direction of the Project staff; however, the Partner that serves as the legal employer will provide day-to-day oversight and have full authority in regard to hiring, firing, or discipline of its employee.

2. The roles, job descriptions of, and performance expectations for each position will be developed in cooperation with the Collaborative but subject to the day to day oversight of the legal employer.
3. Unless otherwise approved by the Partners' Committee, the Social Impact Director will be an employee of FCI.
4. Unless otherwise approved by the Partners' Committee, the Development/Marketing Director will be an employee of WWBIC.

### **III. Partner Expectations**

#### **A. Primary Contact**

1. To insure the effective day-to-day operation of the Collaborative, each Partner designates the following persons as the primary contact for the Project (the "Point Person"):
  - a) CAfP – Mary Patoka
  - b) FACC – Craig Anderson
  - c) FCI – Salli Martyniak
  - d) WWBIC – Wendy Baumann
2. Each Partner may change its designation of the Point Person by giving notice to the other Partners in writing.
3. The Point Person shall have authority to act on behalf of the Partner, unless specifically limited in writing by the Partner and alternative process is presented.
4. If the Point Person is not available or does not respond within a reasonable time, the following persons may be contacted as secondary contacts:
  - a) CAfP –Mike Olson
  - b) FACC – Gary Mejchar
  - c) FCI – Michele Mackey
  - d) WWBIC – Jon Gaines

It is understood and agreed that these secondary contacts shall have the same authority as the Point Persons unless such authority is specifically limited in

writing. It is further understood that the secondary contact will be expected to communicate internally with the Point Person regarding Collaborative business and that will not be the responsibility of the other Partners. The Point Person may also designate other persons to assist with their responsibilities for the Collaborative as needed and as indicated in writing (including email).

B. **IIW Partners' Committee.** The Point Persons agree to meet as a committee (the "Partners' Committee") to facilitate the implementation of this Agreement:

**1. Committee Responsibilities.** The responsibilities of the committee shall include but not be limited to:

- a) Development of an Implementation Plan for the Project, consistent with Section III.C.6;
- b) Development of a Distribution Plan for the Project, consistent with Section IV.A;
- c) Approval of a Development Plan for the Project, consistent with Section IV.C.
- d) Selection of and determination of allocations for sub-contractors, subject to the terms of this Agreement;
- e) Evaluation of progress and performance of the Contract and this Agreement;
- f) Monitoring of benchmarks and timeline as required by the Contract and this Agreement;
- g) Review of financial and any other reports required under the Contract and this Agreement;
- h) Preparation of future budgets or additional requests for support related to the Project;
- i) Discussion of any issues raised by any Partner related to the IIW Program or the Project, and,
- j) Resolution of any other items that are the responsibility of the Partners' Committee consistent with the requirements of this Agreement.

**2. Meetings.** The Partners' Committee agrees to meet monthly by teleconference or in person if a Partner chooses (the "Monthly Meeting") and quarterly in person (the "Quarterly Meeting") on a mutually agreeable, consistent schedule that is established in advance. If a Partner desires to meet in between the Monthly Meetings, such Partner shall request a meeting and the other Partner(s) agree to find a mutually agreeable time to meet within 10 days of the request. Such special meetings will be by phone, unless the Partners agree to have an in-person meeting. It is understood that

all Partners may not be able to participate in all of the meetings and such meetings may move forward without full participation, unless the Partners agree to reschedule, provided that at least three-quarters (3/4) of the Partners are represented. The final meeting of the year, usually in December, will be the “annual meeting” and will be a mandatory meeting for all Partners. The annual meeting will include, at a minimum, review of the current year financials, the operational plan for the balance of the Project, Partner performance to date, and parameters of this operating agreement.

3. **Process.** The Partners agree to communicate openly and fairly with all of the Partners in the Collaborative on matters related to the Project. It is expected that most issues may be addressed at the regular Monthly Meeting; however, for issues requiring immediate attention, the Partners agree to communicate by phone or email in between meetings. The Partners agree to work to achieve consensus on all decisions; however, if consensus cannot be reached, a matter before the Partners’ Committee may be decided upon the approval of three-quarters (3/4) of all of the Partners, provided that one of the assenting Partners is FCI if the matter involves any financial or “deliverable” obligation under the Contract (the “Partner Approval”).
4. **Performance Concerns.** For performance related issues that arise in between the Monthly Meetings, it is agreed that such issues shall be put in writing (the “Notice”) and the Partners agree to meet, by phone or in person, within 5 days of the Notice and/or agree on a plan for resolving the issue, including specific solutions for corrective action. If the issue cannot be resolved by the Partners’ mutual agreement, Disputes may be addressed pursuant to Article X or non-performance may be addressed pursuant to Section III.D.
5. **Partners’ Discretion.** To the extent that a Partner has specific responsibilities under this Agreement, all Partners acknowledge that each Partner has discretion in determining how it will fulfill its obligations under any sub-contract issued under the Project; provided, however, if a performance issue arises, such issues shall be addressed as set forth in this Agreement and, in particular, in Section III.B.4, above.

#### C. Obligations of the Partners.

1. Partners agree to keep all Partners informed without delay of any fact or event related to the Project that they may learn and that would be of interest to the other Partners and for the successful outcome of the Project, including informing the other Partners about difficulties encountered in performing its work under the Contract.
2. Each Partner agrees to use its best efforts to ensure the Collaborative’s compliance with terms of the Contract. To fulfill the terms of the Contract, each Partner acknowledges and agrees that there is an expectation of collaboration in which Partners work together to create better outcomes.

3. Partners agree that each Partner is responsible for any expense related to undertaking its specific obligations under the Contract, unless otherwise agreed by the Partners. The Partners acknowledge that each Partner, at its own expense, will be responsible for maintaining any insurance necessary to cover liabilities arising from the performance of each Partner's obligations under this Contract and for undertaking any required audits. The Partners agree that no Partner shall be obligated for unforeseen damages or expenses incurred by another Partner, except if the Partner was responsible for the damage, consistent with Section VI (Indemnification).
4. Any amendments to this agreement or to the Contract may only be amended upon Partner Approval, as defined in III.B.3.
5. All Partners agree to comply with all reporting obligations as required by the Contract and to be coordinated and submitted by FCI on the timeline determined by FCI, which will require reporting at least quarterly.
6. In accordance with the Contract and during the term of the Contract, unless agreed to by the Partners, the Partners, working collaboratively, agree to undertake the following activities pursuant to an Implementation Plan developed by and agreed upon by the Partners Committee:
  - a) Conduct a minimum of five annual community events that engage residents and stakeholders;
  - b) Raise a minimum of \$5 million in new loan capital;
  - c) Fund more than \$15 million in small business loans to women, minorities, American Indians, immigrant populations and low-income individuals; \$15 million in loans to community organizations; \$1.8 million for homeownership and approximately \$500,000 in consumer auto lending;
  - d) Strengthen the internal lending capacity of IIW members via technology including AERIS ratings;
  - e) Offer 150 classes educating individuals on how to start-up, finance and operate rural businesses; and,
  - f) Offer 60 financial literacy classes.

**D. Non-Performance.** If a Partner fails to perform its obligations under this Agreement to the standards of the Partners' Committee, the Partners' Committee will notify in writing the Partner of its failure to perform and will allow that Partner a reasonable amount of time to meet its obligation. If the Partner continues to fail to meet its obligation after the specified time, the remaining members of the Partners' Committee reserve the right to engage a different contractor to fulfill those obligations. All efforts will be made to work with alternative contractors that have similar expertise and focus areas as the non-performing contractor. If an alternative cannot be found or is not feasible, each Partner understands that it may be liable for returning funds to the Foundation pursuant to Section 3.3 of the Foundation Contract

and consistent with Article V of this Agreement.

#### **IV. Financial Issues**

- A. The initial funds received from the Foundation will be distributed according to a Distribution Plan that is developed and adopted by the Partners' Committee, consistent with the Contract and the Proposal Budget, attached as **Exhibit B** which may be amended by the Partners' Committee from time to time (the "Approved Budget").
- B. For additional resources that are designated for purposes of the IIW Program (altogether the "Project Funds"), the Partners' Committee will approve an allocation and distribution plan as the need arises, which will become part of the Distribution Plan that is adopted by the Partners and amended from time to time.
- C. Additional Funds Raised for the Collaborative
  1. The Partners' Committee will oversee the development of and approve a Development Plan, which may be amended from time to time. The Development Plan will be reviewed and updated annually and approved by the Partners' Committee.
  2. The Development Plan will include a list of prospects that may not be contacted on behalf of the Project, unless approved by the Partners (the "No Call List"). Once a No Call List has been approved, each Partner will be responsible for requesting additions or revisions to the list.
  3. It is understood that each Partner may fundraise for other projects throughout the term of this Agreement, but each Partner shall act in good faith with the Collaborative and not compete directly.
  4. Unless the Partners' Committee agrees otherwise, funds that are raised by the Project for purposes of the Collaborative shall be received by FCI and managed as follows:
    - a. placed in a separate fund exclusively for the Project;
    - b. reported to the Partners' Committee within 6 business days of receipt; and
    - c. summarized in a monthly report and presented at the Partners' Committee.
  5. It is further understood that funds raised on behalf of the Collaborative may be designated for work to be undertaken by specific Partners and distributed in varying amounts to one or more Partners depending on the work, as determined by the Partners' Committee.

#### **V. Application of Contract to all Partners**

The Partners agree that the obligations and liabilities of the Contract apply to all of the Partners. Specifically, the Partners agree that Section 3.3 (Return of Grant Funds) and Article IV (Indemnification) of the Contract are presumed to apply to all

Partners on a pro-rata basis, as determined by the Partners' distributions of the Contract funds. If the obligation to the Foundation arises because of the failure to meet an obligation under the Contract that is related to a specific Outcome, Metric, or Deliverable as set forth in Appendix B, the Partner(s) who are responsible for and/or received Contract funds related to that Outcome, Metric or Deliverable, will be obligated to return the grant funds to the extent required by the Foundation.

## **VI. Indemnification**

Each Partner shall indemnify and hold harmless all other Partners from any and all damage, loss, claim, liability and expense (including without limitation, reasonable attorneys' fees and expense in connection with any action, suit or proceeding brought against the Collaborative) incurred or suffered by the other Partners arising out of that Partner's acts and omissions in the course and scope of performing this Agreement.

## **VII. Confidentiality and Publicity**

### **A. Confidentiality**

#### **1. The Partners agree to:**

- a) Keep confidential all information of a confidential nature (whether written or oral) concerning this Agreement and the business affairs of another Partner that it obtained or received as a result of the discussions leading up to or through the performance of this Agreement (the "Information");
- b) Only with the prior written consent of the relevant other Partner(s) disclose the Information either in whole or in part to any other person, except its employees, agents and sub-contractors involved in the implementation of the Project who have a need to know for the performance of their duties;
- c) Use the Information solely in connection with the implementation of the Project and not otherwise for its own benefit or the benefit of any third party.

#### **2. The provisions VII.A.1 shall not apply to the whole or any part of the Information to the extent that it can be shown by the receiving Party to be:**

- a) Known to the receiving Party prior to the date of this Agreement and not obtained directly or indirectly from any other party; or
- b) Obtained from a third party who lawfully possesses such Information which has not been obtained in breach of a duty of confidence owed to any party by any person; or
- c) In the public domain in the form in which it is possessed by any other party other than as a result of a breach of a duty of confidence owed to such other party by any person; or

- d) Required to be disclosed by legal process, law or regulatory authority.
  - 3. Each Partner agrees to make all relevant employees, agents and sub-contractors aware of the confidentiality of the Information and provisions of this clause and to ensure compliance by such employees, agents and sub-contractors with the provisions of this clause.
- B. **Publicity.** The Partners' Committee shall determine procedures for dissemination of information and the issuance of press releases related to the Project, consistent with the Acknowledgement requirements of Article II of the Foundation Contract. Each Partner agrees that it will not represent to a third-party the work of another Partner on the Project or use the name of the Partner without the consent of that Partner; provided, however, all Partners may reference the names of the other Partners in describing the members of the Collaborative. The Partners further agree that they have reviewed and understand the Acknowledgement requirements of the Foundation Contract.

### **VIII. Intellectual Property**

- A. The Partners agree to comply with the intellectual property clauses set forth in the Contract. If any provision of this Section VIII conflict with the terms of the Contract, the Contract shall prevail.
- B. To the extent it does not conflict with the Contract, each Partner shall retain ownership, including copyright and publication rights, to all written and visual materials, and related work product (collectively, the "Partner Intellectual Property") developed in connection with this Agreement, with the provision that the Collaborative has a royalty-free, unlimited license to use the Partner Intellectual Property for non-commercial purposes, unless otherwise agreed regarding specific work product pursuant to an agreement to pay for such work product.
- C. To the extent necessary or relevant, each Partner shall obtain the necessary assignments of intellectual property rights or licenses from all staff, agents, or sub-contractors involved in the development and production of any deliverable related to the Project. Each Partner that is the owner of the intellectual property rights in any deliverable, or that it is duly licensed to use the deliverable, and that the use of the content of the deliverable as contemplated in this Agreement does not infringe any intellectual property rights or other proprietary or rights of any natural or legal person.

### **IX. Other Activities of the Partners**

- A. The Partners acknowledge that each Partner shall engage in substantial activities that are not part of the Project. Each Partner agrees to use its best efforts to benefit the work of the Collaborative and to undertake its other activities in ways that will not conflict with the Project.
- B. All Partners agree to consider the impact of public positions it takes on issues related to the IIW Program, even if not representing the IIW Program directly,

and to review those positions with the other Partners if relevant.

## X. Disputes

- A. The Partners agree to use their best efforts to resolve disputes in an informal manner and to make decisions by consensus consistent with this Agreement. When a dispute involves two or fewer Partners, the Collaborative agrees to first seek mediation through the Partners not involved in the dispute. When that does not bring satisfactory resolution, when the dispute involves three (3) or more Partners, or when the Partners agree that a dispute arising out or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- B. The decision of the expert (which shall be given in writing and state the reasons for decision) shall be final and binding on the parties except in the case of manifest error or fraud. Each party shall provide the expert with such information and documentation as may reasonably be required for the purposes of the review. The costs of the expert shall be shared by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

## XI. Termination

- A. This Agreement may be terminated at any time by the unanimous written agreement of the Parties, provided that such termination does not conflict with the terms of the Contract.
- B. A Partner may withdraw from the Collaborative only with the agreement of all of the remaining Partners and subject to the terms of the Contract and any conditions placed on the withdrawing Partner(s) by the non-withdrawing Partners related to outstanding obligations to the Collaborative.
- C. Subject to the terms of the Contract, a Partner, other than FCI, may be removed from the Collaborative and no longer be a party to this Agreement if three of the four Partners approve the removal AND the following has occurred:
  1. The Partner is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Partner fails to remedy such breach within 30 days' service of a written notice specifying the breach and requiring it to be remedied; or
  2. The Partner ceases to operate;
  3. The Partner provides the Partner Committee with any false or misleading information with regard to its ability to perform its duties or obligations under this Agreement; or
  4. The Partner has taken an action which brings or might reasonably be expected to bring the Partners or the Project or the Foundation into

disrepute or otherwise damage other sub-contractors, employees, agents, or the general public including, but not limited to, committing an act of fraud or dishonesty, whether or not connected with the Project.

D. If this Agreement is terminated or a Partner is removed, each Partner shall be paid the compensation owed for services satisfactorily performed or expenses reasonably incurred prior to the termination or the event causing termination.

## **XII. Modification of Agreement.**

This Agreement may only be modified by the Partners' Committee, consistent with the approval process of Section III.B.3.

## **XIII. Miscellaneous Provisions.**

**A. Authority to Enter Agreement.** The Partners warrant that they are under no obligation or restriction that would in any way interfere with their ability to perform their obligations under this Agreement.

**B. No Waiver of Remedies.** The failure of either party to seek relief for the other party's breach of any duty under this Agreement, shall not waive any right of the non-breaching party to seek relief for any subsequent breach.

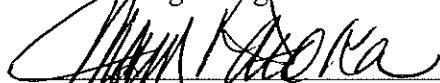
**C. Governing Law and Jurisdiction.** This agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

**D. Entire Agreement.** This Agreement supersedes any and all other agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement contains the entire agreement between the parties with respect the subject matter of this agreement.

**E. Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.

**F. Assignment.** This Agreement may not be assigned without the written consent of the Partners not seeking to assign.

The undersigned agree to the terms written above:

  
Community Assets for People

Date: 1/27/2016

First American Capital Corporation

Date:

Forward Community Investments

Date:

Wisconsin Women's Business Initiative Corporation

Date:

disrepute or otherwise damage other sub-contractors, employees, agents, or the general public including, but not limited to, committing an act of fraud or dishonesty, whether or not connected with the Project.

D. If this Agreement is terminated or a Partner is removed, each Partner shall be paid the compensation owed for services satisfactorily performed or expenses reasonably incurred prior to the termination or the event causing termination.

## **XII. Modification of Agreement.**

This Agreement may only be modified by the Partners' Committee, consistent with the approval process of Section III.B.3.

## **XIII. Miscellaneous Provisions.**

**A. Authority to Enter Agreement.** The Partners warrant that they are under no obligation or restriction that would in any way interfere with their ability to perform their obligations under this Agreement.

**B. No Waiver of Remedies.** The failure of either party to seek relief for the other party's breach of any duty under this Agreement, shall not waive any right of the non-breaching party to seek relief for any subsequent breach.

**C. Governing Law and Jurisdiction.** This agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

**D. Entire Agreement.** This Agreement supersedes any and all other agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement contains the entire agreement between the parties with respect the subject matter of this agreement.

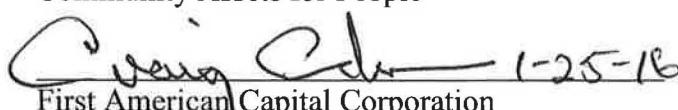
**E. Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.

**F. Assignment.** This Agreement may not be assigned without the written consent of the Partners not seeking to assign.

The undersigned agree to the terms written above:

Date:

Community Assets for People



1-25-16

Date:

First American Capital Corporation

Date:

Forward Community Investments

Date:

Wisconsin Women's Business Initiative Corporation

disrepute or otherwise damage other sub-contractors, employees, agents, or the general public including, but not limited to, committing an act of fraud or dishonesty, whether or not connected with the Project.

D. If this Agreement is terminated or a Partner is removed, each Partner shall be paid the compensation owed for services satisfactorily performed or expenses reasonably incurred prior to the termination or the event causing termination.

## **XII. Modification of Agreement.**

This Agreement may only be modified by the Partners' Committee, consistent with the approval process of Section III.B.3.

## **XIII. Miscellaneous Provisions.**

**A. Authority to Enter Agreement.** The Partners warrant that they are under no obligation or restriction that would in any way interfere with their ability to perform their obligations under this Agreement.

**B. No Waiver of Remedies.** The failure of either party to seek relief for the other party's breach of any duty under this Agreement, shall not waive any right of the non-breaching party to seek relief for any subsequent breach.

**C. Governing Law and Jurisdiction.** This agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

**D. Entire Agreement.** This Agreement supersedes any and all other agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement contains the entire agreement between the parties with respect the subject matter of this agreement.

**E. Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.

**F. Assignment.** This Agreement may not be assigned without the written consent of the Partners not seeking to assign.

The undersigned agree to the terms written above:

\_\_\_\_\_  
Community Assets for People  
Date:

\_\_\_\_\_  
First American Capital Corporation  
Date:

  
\_\_\_\_\_  
Sarah Martyniak  
Forward Community Investments  
Date:

\_\_\_\_\_  
Wisconsin Women's Business Initiative Corporation  
Date:

disrepute or otherwise damage other sub-contractors, employees, agents, or the general public including, but not limited to, committing an act of fraud or dishonesty, whether or not connected with the Project.

D. If this Agreement is terminated or a Partner is removed, each Partner shall be paid the compensation owed for services satisfactorily performed or expenses reasonably incurred prior to the termination or the event causing termination.

**XII. Modification of Agreement.**

This Agreement may only be modified by the Partners' Committee, consistent with the approval process of Section III.B.3.

**XIII. Miscellaneous Provisions.**

**A. Authority to Enter Agreement.** The Partners warrant that they are under no obligation or restriction that would in any way interfere with their ability to perform their obligations under this Agreement.

**B. No Waiver of Remedies.** The failure of either party to seek relief for the other party's breach of any duty under this Agreement, shall not waive any right of the non-breaching party to seek relief for any subsequent breach.

**C. Governing Law and Jurisdiction.** This agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

**D. Entire Agreement.** This Agreement supersedes any and all other agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement contains the entire agreement between the parties with respect the subject matter of this agreement.

**E. Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.

**F. Assignment.** This Agreement may not be assigned without the written consent of the Partners not seeking to assign.

The undersigned agree to the terms written above:

\_\_\_\_\_  
Community Assets for People

Date:

\_\_\_\_\_  
First American Capital Corporation

Date:

\_\_\_\_\_  
Forward Community Investments  
*Zilay K. Burman*

Date:

Wisconsin Women's Business Initiative Corporation

Date: *1/28/16*