

**GRANT AGREEMENT**

**(Northwestern Mutual Tower and - Commons Business Capacity Building Program)**

**Grant Amount:** \$ \$25,000

AGREEMENT made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **City of Milwaukee**, a Wisconsin Municipal corporation (“CITY”) and \_\_\_\_\_ (“GRANTEE”).

**WITNESSETH:**

WHEREAS, Based upon the application filed by GRANTEE, a copy of which is attached as Exhibit “A” (the “Application”), CITY has approved a grant in the amount of \$25,000 (the “Grant”) awarded in conjunction with GRANTEE’s participation in the Northwestern Mutual Tower and - Commons Business Capacity Building Program (the “Program”); and

WHEREAS, The Program is described in the Program Overview attached as Exhibit “B”; and

WHEREAS, GRANTEE has successfully completed participation in the Program, as evidenced by the Business Capacity Building Program – Final Participant Rubric Report, a copy of which is attached as Exhibit “C”; and

WHEREAS, GRANTEE will apply Grant proceeds for the purposes summarized in the Proposed Use of Grant Funds, a copy of which is attached as Exhibit “D”; and

WHEREAS, This Agreement sets forth terms and conditions applicable to participation in the Program by GRANTEE and payment of Grant proceeds by the CITY.

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

**I.  
AWARD**

The CITY hereby awards a Northwestern Mutual Tower and - Commons Business Capacity Building Program Grant, in the amount set forth above, to GRANTEE for participation in the Program. GRANTEE agrees to participate in the Program in accordance with the Application and the terms of this Agreement.

**II.  
GRANTEE REQUIREMENTS**

GRANTEE shall:

- A. Participate in all Program Activities, including Post-Assessments and quarterly Action Learning sessions conducted during 20\_\_ and 20\_\_.

- B. Apply Grant proceeds for the purposes summarized in the Proposal, a copy of which is attached as Exhibit "D."
- C. Establish and maintain records and file reports with the CITY in accordance with the Grantee Records and Reporting Requirements attached as Exhibit "E" and such other requirements as are established by the CITY, in writing, from time to time in order to comply with federal and state rules and regulations.
- D. Comply with all applicable CITY, state, and federal laws, rules, and regulations applicable to entities such as GRANTEE or entities receiving funding through the CITY.
- E. Not discriminate against any person participating in activities funded in whole or in part with Grant proceeds, employee, or application for employment on the basis of age, race, religion, color, disability, sex, physical condition, developmental disability, sexual orientation, or national origin.
- F. Indemnify and hold harmless CITY, its officers, employees, and agents from and against any and all losses, claims, damages, expenses, and all suits in equity or actions at law arising from, in connection with, or as a result of participation in the Program or any actions of GRANTEE undertaken pursuant to this Agreement. Nothing in the foregoing indemnity shall protect CITY, its officers, officials, employees, and agents from their own default, active negligence, or misconduct.

III.  
DISBURSEMENT

Grant proceeds shall be disbursed in accordance with a schedule and procedures approved by CITY's Manager, Office of Small Business Development (the "Manager"), which may include a separate Disbursement Agent. The Manager shall have the discretion to disburse Grant proceeds on a revised or accelerated schedule upon a showing of need or hardship by GRANTEE.

IV.  
NOTICES

All notices under this Agreement shall be made in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the GRANTEE at the address set forth in the Application, and to the CITY as follows:

City of Milwaukee  
Office of Small Business Development  
ATTN: Manager  
200 East Wells Street  
Milwaukee, WI 53202

V.  
BINDING EFFECT/ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of CITY, GRANTEE and their successors and permitted assigns. GRANTEE shall not assign any interest in this Agreement without the prior written consent of CITY.

VI.  
TERMINATION

In the event that GRANTEE fails to comply with any of the terms or provisions of this Agreement, CITY may terminate this Agreement upon five (5) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and date set forth above.

GRANTEE:

CITY:

By: \_\_\_\_\_

\_\_\_\_\_

GRANTEE Signature

Mayor

\_\_\_\_\_  
Print/Type Name & Title

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
GRANTEE Signature

Countersigned

\_\_\_\_\_  
Print/Type Name & Title

\_\_\_\_\_  
Comptroller

Approved as to form and execution this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Assistant City Attorney

1050-2012-943:208259

## EXHIBIT A

### City of Milwaukee Business Capacity Building Program *Expanding Your Capacity to Build Your Business*

#### OVERVIEW

The City of Milwaukee's Northwestern Mutual Business Capacity Building Program (NM-BCBP) is designed to mentor and promote existing Small Business Enterprise (SBE) firms actively engaged on the Northwestern Mutual (NM) Tower and Commons project. The program is also designed to ensure full opportunity for participation by SBE firms on future public works and private sector development projects. The goal of the program is to prepare small businesses for sustainable growth that is measured by increased business revenues, new contracting opportunities and job creation.

#### PROGRAM REQUIREMENTS

Firms applying to the Business Capacity Building Program must meet the following requirements:

- Active City of Milwaukee SBE certification
- Actively engaged on the NM Tower and Commons project
- Business size within 25% of the SBA size standard for their applicable NAICS code(s)
  - For example, if the SBA size standard is \$15 million, the firm's gross annual sales must be less than \$3.75 million.
  - The table of SBA size standards is available at <http://www.sba.gov/content/small-business-size-standards>.
- In business for 3 consecutive years or longer
- Positive net worth
- Current on all state, federal, and local taxes
- Current on all licenses, dues, and debt payments

The program will be a yearlong commitment beginning with an interview and in-depth business assessment that will guide participants through the development of a personalized plan for business growth.

Each SBE firm participant will be engaged in the following BCBP activities:

- One-on-one Coaching (Business and Personal)
- Business Solidification Assistance
- Quarterly Training Workshops
- Networking Events and Engagements
- Action Learning Training Sessions

The development and program period is for twelve (12) months with a twelve (12) month follow-up monitoring and reporting requirement. All participants applying to the Business Capacity Building Program must be willing to adhere to and meet all required appointments, meetings, workshops and program evaluation.

*In addition, successful completion of the program may result in each of the firms receiving a forgivable grant of up to \$25,000 for use in acquiring equipment, retaining or creating jobs or other purpose resulting in company growth.*

#### HOW TO APPLY

If you are interested in applying to the Business Capacity Building Program, please complete the attached application form and provide the following additional information:

- Current year financial statements
- Business tax returns for the previous two (2) years
- Current Business Plan and/or Strategic Growth Plan
- Copy of contract that identifies engagement on NM Tower and Commons Project

The deadline to submit an application is TBD.

If you have any questions regarding the Business Capacity Building Program, please call (414) 286-5553 or visit [www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd).



## PARTICIPANT ENROLLMENT APPLICATION

The information provided in this application is for the sole purpose of participation in the City of Milwaukee's Business Capacity Building Program. The information will be used to assess individual firms' needs and eligibility for the program. The personal information that is collected will be reviewed and kept (upon acceptance) for the duration of each individual agreement term. All information is subject to the Open Records Law. Any material submitted by the applicant that the applicant considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on the Designation of Confidential and Proprietary Information form.

*Please complete all questions or note "N/A" if the question is not applicable. Attach additional sheets if required. Please have the application signed by an officer of the company (no third party agents).*

### BUSINESS INFORMATION

Business Name			Contact Person
Address			Telephone Number
City	State	Zip	Fax Number
Federal Tax Identification Number <i>(If N/A, explain why)</i>			Email Address

<u>Type of Business</u> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Other: _____	Date business established
	Date of Incorporation
	State

Which certification(s) does your firm currently have?			
<u>City of Milwaukee</u>	<u>Milwaukee County</u>	<u>State of Wisconsin</u>	<u>Other</u>
<input type="checkbox"/> SBE	<input type="checkbox"/> DBE	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> _____ <input type="checkbox"/> None

Identify all current owners of the business.		
Name	Race & Gender	Years & % of Ownership

**PROJECT HISTORY & CAPACITY**

Briefly describe the type of work your firm does and its history.

List the three largest projects your firm has completed in the past two years.

	Project Description	Location <i>(Street, City, State)</i>	Contract Value	Project Contact
1				
2				
3				

How many projects is your firm currently working on? Please indicate the percentage of public and private work.

Considering your firm's capacity, within the next 12 months, what is the largest contract your firm could successfully complete?

**REFERENCES**

Please provide three references.			
	Company	Address <i>(Street, City, State)</i>	Contact Person & Telephone
1			
2			
3			

**GOALS & CHALLENGES** *(Outline the following goals for your company.)*

Annual revenue you'd like to have in three years:	
Number of employees you'd like to have:	
Minimum percent profit (After all expenses and after you pay yourself):	

What area(s) of training are you committed to work on during the next 12 months?
--

**BUSINESS NEEDS**

What areas do you feel are currently limiting the growth of your business and why? (ex: business revenue, new employment opportunities, job creation)

Please explain any specific struggles you or your business have encountered that have limited the growth of your business.

What do you hope to gain from participating in the Business Capacity Building Program?



## AFFIDAVIT

The City of Milwaukee's Office of Small Business Development reserves the right to reject and/or disqualify any incomplete application submittals.

If accepted into the Business Capacity Building Program, the Business Owner will be obligated to actively participate in all scheduled appointments, meetings, workshops, trainings, coaching sessions, and networking events. Failure to do so may result in you and your company being removed from the program.

Any person, firm or corporation knowingly engaging in fraud, misrepresentation or attempts, direct or indirect, to evade the provisions of this program by providing false, misleading or fraudulent information shall, upon conviction, be prosecuted, fined, and or removed from the program.

The undersigned does solemnly declare and affirm under the penalties of perjury that the foregoing statements and documents are true and correct to include all material information necessary to identify and explain the operation of:

\_\_\_\_\_ as well as the ownership thereof.  
(Company Name)

If there is any change (during the ensuing year) in the information submitted herein, the undersigned would inform the City of Milwaukee's Office of Small Business Development immediately of the change(s).

I authorize the City of Milwaukee's Office of Small Business Development to verify the accuracy of the statements provided in order to determine whether I meet the standards of the Business Capacity Building Program.

I swear or affirm that all statements are true and correct and include all material information requested.

\_\_\_\_\_ Signature of Applicant \_\_\_\_\_ Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ ,

in the State of \_\_\_\_\_ and County of \_\_\_\_\_ .

[Notary Seal]

Notary Public Signature \_\_\_\_\_

Date: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## EXHIBIT B

# City of Milwaukee Business Capacity Building Program

## Northwestern Mutual Tower and Campus Commons Project

### PROGRAM OVERVIEW

The City of Milwaukee's Northwestern Mutual Business Capacity Building Program (NM-BCBP) is designed to mentor and promote existing Small Business Enterprise (SBE) firms actively engaged on the Northwestern Mutual (NM) Tower and Campus Commons project. The program is also designed to ensure full opportunity for participation by emerging firms on future public works and private sector development projects. The goal of the program is to prepare small businesses for sustainable growth that is measured by increased business revenues, new contracting opportunities and job creation.

Managed by the Department of Administration's Office of Small Business Development, the NM-BCBP will focus on building capacity for SBE firms actively engaged in the NM project, and its budget will be supported with Tax Incremental Financing dollars. The program will be a yearlong commitment (tentatively October 2014 through September 2015) beginning with an interview and in-depth business assessment that will guide participants through the development of a personalized plan for business growth. One-on-one business and personal coaching, networking events, and training sessions will be in place to support participants in achieving the goals they set for their business. Training session topics will depend on the needs of each small business and will be tailored based upon needs.

Participants are expected to be fully engaged in the program curriculum to receive full benefit.

- Monthly one-on-one business and personal coaching sessions to focus on the achievement of business goals and milestones.
- Monthly business progression training sessions to provide participants with the framework to progress on their business timeline and an outline to support each other in successfully completing the program.
- Quarterly workshops that focus on the personal and professional development of the business owner as well as specific development areas as identified by the initial business assessment.
- Quarterly business-to-business networking events that provide access and opportunities for the exchange of information, ideas and support.

Upon successful completion of the program, firms will be equipped to move forward with a workable plan for their business that includes: tactics to leverage and market their business, tools to financially manage business growth and a new mindset on leading, managing and developing talent. Participants will also qualify for a \$25,000 grant to further support their business in the implementation of the goals set throughout the program.

### PROGRAM COMPONENTS

The NM-BCBP will engage Small Businesses through the following program components who must meet certain requirements:

#### A. Selection Process

- Must have a contractual relationship with the NM Project
- SBE Certified
- Business size within 25% of the SBA size standard for their applicable NAICS code(s)
  - For example, if the SBA size standard is \$15 million, the firm's gross annual sales must be less than \$3.75 million.
  - The table of SBA size standards is available at <http://www.sba.gov/content/small-business-size-standards>.
- Positive net worth

- In business for 3 consecutive years or longer
- Current on all state, federal, and local taxes
- Current on all licenses, dues, and debt payments
- Complete a comprehensive pre-screening application process conducted by the BCBP Review Team, including a face-to-face interview and thorough analysis of the business's growth potential.

#### **B. Initial Business Assessment**

The purpose of the business assessment is to better understand the basic business model of each small business and to identify opportunities for growth. The Review Team (including but not limited to the Program Manager, OSBD Manager, Director or Administration, Program Evaluator, NM Representatives) will perform an in-depth interview with each participant to assess and make recommendations about each business' growth potential. The assessment will also incorporate various LEAN business methods, which are aimed at identifying the best path to grow the business. Following this assessment, a customized developmental plan that addresses the unique needs and desires of each firm will be created collaboratively by the business, Program Manager, business coach and Mentor.

Monthly, one-on-one interviews and session evaluations between the Program Manager, business coach and each firm will be used to gain insight into the business' progress in the overall program and the development of business growth, opportunities and social capital over time.

#### **C. One-on-One Business Coaching/Mentoring**

The program plan will identify business coaches/mentors for each participant. Business coaching helps owners of small and medium sized businesses with their sales, marketing, and management processes. Through business coaching, participants will increase their knowledge, experience and skills to enable them to take their business to the next level. Business coaches will work one-on-one with each small business to identify goals and milestones for key areas of the business.

Understanding that business growth is often capped by the growth of its leader, the program will also offer leadership coaching to each participant. The focus of the leadership coach is increase the personal efficacy of the participant by surfacing and challenging self-limiting mindsets, perspectives and behavior that hinder the accomplishment of successful business results.

#### **D. Monthly Educational Sessions**

The Program Manager will use *Action Learning and LEAN Business Model theories* to facilitate the monthly sessions with the small businesses. *Action Learning* has a 60-year history of supporting exceptional business results. It is a proven approach used by companies such as 3M, General Electric, and Wal-Mart to deliver operational and strategic results. It simultaneously builds individual leadership capacity, strengthens management teams, and creates learn-as-you-go strategic change. The Lean method will combine elements of different models that are aimed at teaching participants how to better grow their company, culture and vision combined with a business plan as a tool. These sessions will be interactive and will incorporate a variety of tools, resources and active learning strategies. Industry experts will be engaged in monthly sessions to ensure program participants receive real-world, actionable advice.

#### **E. Quarterly Engagement Workshops**

The NM BCBP will include quarterly engagement workshops for small businesses that will include local and/or regional speakers. The workshops, planned in collaboration with the local chambers of commerce, will be open to other business and professional development organizations (i.e. business improvement districts and other related industry professionals).

#### **F. Business-to-Business Networking**

The NM BCBP will work to establish a mutually-beneficial relationship between the small businesses and other business leaders and potential clients and/or customers. The purpose of business-to-business networking is to build new relationships that will lead to an increase of business revenue.

## EVALUATION

A key aspect of the BCBP must be the ability to clearly define success for each Small Business. Once each Small Business identifies its performance targets, a reasonable 12-month action plan will be developed.

Key components of the evaluation include:

1. Business Assessment
2. Key Performance Indicators
3. Qualitative Feedback evaluation forms would be used to obtain insights from coaches on participant progress and application of concepts learned during the program.
4. Attendance and Participation Measurements

Program evaluation will include:

1. Participation Rate / Attendance at BCBP monthly sessions and events
2. Monthly Session and Quarterly Event Participant Feedback surveys
3. Coaches and Stakeholder Feedback
4. Growth Measurements:
  - Increased Revenues and Profitability
  - New Private and Public Sector Contracting Opportunities Identified
  - Job Creation
5. Business Advisors Feedback

## GRANT DISBURSEMENTS

Small Businesses will be eligible to receive a \$25,000 grant disbursed on a quarterly basis for the duration of the program to implement the goals and needs identified through the initial assessment. If an immediate need is identified, participants will be able to access no more than 20% or \$5,000 of the total grant amount. Thereafter, providing participants fulfill the program requirements outlined in the Grant Agreement and Memorandum of Understanding (MOU), the remaining 80% (\$20,000) will be disbursed on a quarterly basis.

## PROGRAM BUDGET

<b>Business Capacity Building Program</b>	<b>Cost</b>	<b>% of Total</b>
Program Participant Grants (4 @ up to \$25K)	\$ 100,000.00	53%
Business Program Management <i>(Administration, Action Learning, Tool Development)</i>	\$ 45,000.00	24%
Evaluation Tool(s) <i>(Pre and Post Business and Program Evaluations)</i>	\$ 10,000.00	5%
Business Coaches, Industry Specialists & Professional Service Providers	\$ 25,000.00	13%
Monthly Sessions & Workshops	\$ 7,000.00	4%
Mid-Year and Culminating Events	\$ 3,000.00	2%
Contingency Funds	\$ 10,000.00	5%
<b>Total Projected Budget</b>	<b>\$ 200,000.00</b>	<b>100%</b>



## EXHIBIT C

### Business Capacity Building - Final Participant Rubric Report 20\_\_-20\_\_

This final participant rubric report was prepared and verified by the BCBP Program Manager and BCBP Monitoring Firm to report each Participant's completion of program objectives.

Program Participant or Company \_\_\_\_\_

Participation					Points
1. Program Attendance: 80% required	Hrs Offered:	64	Attended:		0.0
2. Participate in Business Coaching Sessions.	Sessions Offered:	10	Attended:		0.0
3. Participate in Personal Coaching Sessions.	Offered:	6	Attended:		0.0
Total Hours				80	Total Points 0.0
Relationships and Job Creation					
<i>These relationships were reported by the participant and reviewed during the final assessment interviews.</i>	Potential New Customers	Potential New Partners	Potential Funding Sources	Potential Resources	Approved ( 10 points)
4. Establish new relationships or deepen existing ones.					0
<i>Job creation was based on both actual and future forecasts</i>	During Program	Next 6 Months	2014 Forecasted	2015 Forecasted	Approved ( 10 points)
5. New jobs created					0
Total Points				80	0.0
Deliverables					
Evidence of Completion					
<i>These deliverables were evaluated by the Program Manager and Monitoring Firm.</i>	None	Weak	Adequate	Strong	Approved
5. Complete initial assessment.	0	2	3	4	
6. Complete final assessment.	0	2	3	4	
7. Complete a Business Plan / Strategic Plan that includes: - Mission and Vision Statement - Marketing Plan - Financial Plan	0	4	8	10	
8. Develop a personal action plan.	0	2	3	4	
9. Develop a staffing and sustainability plan.	0	2	3	4	
10. Develop Action Learning Goals	0	2	3	4	
Total Points				80	0.0
Final Presentation					
11. Develop and present program integration	<i>Avg score of reviewers at final presentation out of 61 points</i>				
This is weighted as 20% of total possible score				80	0.0
Final BCBP Score Calculation					
	Total Possible	Total Earned	Funding Scale		
Participation	30	0.0	Points	%	Qualify for
Relationships and Job Creation	20	0.0	81-100	100%	\$ 25,000
Deliverables	30	0.0	70-80	80%	\$ 20,000
Final Presentation	10	0.0	50-70	50%	\$ 12,500
Total Possible Points	90	0.0			

The above report was prepared and approved by: BCBP Program Manager

Date: \_\_\_\_\_

BCBP Monitoring Firm

\_\_\_\_\_  
Genyne Edwards  
WOO Communications

\_\_\_\_\_  
Donald Hill  
Heartland Information Research, Inc

**EXHIBIT D**

**-Proposal for use of BCBP Grant Funds**



**Business Operations Division**  
Office of Small Business Development

Tom Barrett  
Mayor  
  
Rhonda U. Kelsey  
City Purchasing Director  
  
Nikki Purvis  
Program Manager

**PROPOSAL for use of BCBP GRANT FUNDS**

Companies successfully completing the Business Capacity Building Program (BCBP) through the City of Milwaukee's Office of Small Business Development (OSBD) should use this form to **propose** their intended uses and timeline for funds received through this program. The full loan application must accompany this form for final review and approval.

**Legal Name of Business:** \_\_\_\_\_

**Contact Person & Title Held:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Phone and Fax Numbers:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Maximum Amount of Funding:** \_\_\_\_\_  
*(Determined by OSBD based on Company's Final BCBP Rubric Report)*

**Permitted Uses of Funds**

BCBP funding is limited to future purchases of equipment, inventory, capital assets, buildings, building improvements, business software, business vehicles, marketing campaigns, professional or trade training/certifications and new employee wages. It is not intended for repayment of existing debt, personal uses or routine business expenses such as utilities, insurance, rent or existing mortgage payments. The goal is to assist BCBP participants with implementing the action items identified during the program to help increase revenues, profits and ultimately create new jobs.

**Proposed Working Capital Uses**

		<b>Date Planned</b>	<b>Description &amp; Expected Benefit</b>
\$	Wages		
\$	Professional Services		
\$	Inventory/Supplies		
\$	Small Tools/Equipment		
\$			
\$			
\$			
\$			
\$	<b>Total</b>		

**Proposed Fixed Assets, Capital Equipment**

		<b>Date Planned</b>	<b>Description &amp; Expected Benefit</b>
\$			
\$			
\$			
\$			
\$	<b>Total</b>		

## **EXHIBIT E**

### **RECORDS AND REPORTING REQUIREMENTS**

#### **A. Establishment and Maintenance of Records**

GRANTEE shall keep and maintain such books, records, and other documents as shall be required under state or federal rules and regulations now or hereafter applicable to grants in the nature of the Grant, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Grant proceeds and the total cost of the activities, equipment and materials paid for, in whole or in part, with Grant proceeds. All such books, records, and documents shall be maintained for a period of six (6) years following the final disbursement of Grant proceeds.

#### **B. Audits and Inspections**

At any time during normal business hours and as often as CITY may deem necessary, GRANTEE shall make available to CITY for examination all of its records with respect to all matters covered by this Agreement and will permit CITY to audit, examine, and make audits of all contracts, invoices, material, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.