

AMENDMENT TO
MEMORANDUM OF UNDERSTANDING

Housing Resources, Inc. and Community Development Alliance

2025

A Memorandum of Understanding (“MOU”) was executed by Community Development Alliance (CDA) and Housing Resources, Inc. (“Counseling Agency”) on June 12, 2024. CDA & Counseling agency amend the MOU as follows.

8. Allocation of CDA DPA. In December of 2024 a Primary Pool has been established for 2025. 60% of CDA DPA funds will be put into a Primary Pool, and the remainder will be put into an Incentive Pool. The Primary Pool will be split evenly among the Counseling Agencies and distributed in December of 2024. The Incentive Pool will be deployed on July 1 of 2025 based on the number of Black and Latino Homeowners served during the previous 6 month period (November 2024 – April 2025), through all DPA resources. For example, if Organizations A and B served 25 eligible homeowners each, and Organization C served 50 eligible homeowners each, then Organizations A and B would each receive 25% of Incentive Pool, and Organization D would receive 50% of Incentive Pool.

The 2025 allocations are as follows:

Primary Pool: \$360,000

Incentive Pool. \$252,500

Your Organization’s Share of 2025 Primary Pool: \$122,500

	# of Transactions	DPA	Counseling
60% AMI or Below	7	\$ 56,000.00	\$ 14,000.00
100% AMI or Below	5	\$ 40,000.00	\$ 10,000.00

Any unused DPA by December 31, 2024 must be returned, however, counseling dollars do not need to be returned. Unused DPA may be retained if there is a plan for expenditure approved by CDA.

Your Organization’s Share of 2025 Incentive Pool: TBD after May 14, 2024 submittal.

Community Development Alliance

By:

Teig Whaley-Smith

Chief Alliance Executive

Date: _____

Housing Resources, Inc.

By:

Trena Bond

Executive Director

Date: _____

AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
Acts Housing, Inc. and Community Development Alliance
2025

A Memorandum of Understanding (“MOU”) was executed by Community Development Alliance (CDA) and Acts Housing, Inc. (“Counseling Agency”) on June 12, 2024. CDA & Counseling agency amend the MOU as follows.

8. Allocation of CDA DPA. In December of 2024 a Primary Pool has been established for 2025. 60% of CDA DPA funds will be put into a Primary Pool, and the remainder will be put into an Incentive Pool. The Primary Pool will be split evenly among the Counseling Agencies and distributed in December of 2024. The Incentive Pool will be deployed on July 1 of 2025 based on the number of Black and Latino Homeowners served during the previous 6 month period (November 2024 – April 2025), through all DPA resources. For example, if Organizations A and B served 25 eligible homeowners each, and Organization C served 50 eligible homeowners each, then Organizations A and B would each receive 25% of Incentive Pool, and Organization D would receive 50% of Incentive Pool.

The 2025 allocations are as follows:

Primary Pool: \$360,000

Incentive Pool. \$252,500

Your Organization’s Share of 2025 Primary Pool: \$122,500

	# of Transactions	DPA	Counseling
60% AMI or Below	7	\$ 56,000.00	\$ 14,000.00
100% AMI or Below	5	\$ 40,000.00	\$ 10,000.00

Any unused DPA by December 31, 2024 must be returned, however, counseling dollars do not need to be returned. Unused DPA may be retained if there is a plan for expenditure approved by CDA.

Your Organization’s Share of 2025 Incentive Pool: TBD after May 14, 2024 submittal.

Community Development Alliance

By:

Teig Whaley-Smith

Chief Alliance Executive

Date: _____

Acts Housing, Inc.

By:

Mike Gosman

Executive Director

Date: _____

AMENDMENT TO
MEMORANDUM OF UNDERSTANDING

United Community Center, Inc. and Community Development Alliance

2025

A Memorandum of Understanding (“MOU”) was executed by Community Development Alliance (CDA) and United Community Center, Inc. (“Counseling Agency”) on June 12, 2024. CDA & Counseling agency amend the MOU as follows.

8. Allocation of CDA DPA. In December of 2024 a Primary Pool has been established for 2025. 60% of CDA DPA funds will be put into a Primary Pool, and the remainder will be put into an Incentive Pool. The Primary Pool will be split evenly among the Counseling Agencies and distributed in December of 2024. The Incentive Pool will be deployed on July 1 of 2025 based on the number of Black and Latino Homeowners served during the previous 6 month period (November 2024 – April 2025), through all DPA resources. For example, if Organizations A and B served 25 eligible homeowners each, and Organization C served 50 eligible homeowners each, then Organizations A and B would each receive 25% of Incentive Pool, and Organization D would receive 50% of Incentive Pool.

The 2025 allocations are as follows:

Primary Pool: \$360,000

Incentive Pool. \$252,500

Your Organization’s Share of 2025 Primary Pool: \$122,500

	# of Transactions	DPA	Counseling
60% AMI or Below	7	\$ 56,000.00	\$ 14,000.00
100% AMI or Below	5	\$ 40,000.00	\$ 10,000.00

Any unused DPA by December 31, 2024 must be returned, however, counseling dollars do not need to be returned. Unused DPA may be retained if there is a plan for expenditure approved by CDA.

Your Organization’s Share of 2025 Incentive Pool: TBD after May 14, 2024 submittal.

Community Development Alliance

By:

Teig Whaley-Smith

Chief Alliance Executive

Date: _____

United Community Center, Inc.

By:

Laura Gutiérrez

Executive Director

Date: _____

MEMORANDUM OF UNDERSTANDING

Housing Resources, Inc. and Community Development Alliance

2024

This memorandum of understanding is executed by Community Development Alliance (CDA) and Housing Resources, Inc. ("Counseling Agency").

Background

Allies of the Community Development Alliance have successfully raised \$2,000,000 for Down Payment Assistance (DPA), and \$1,000,000 for Homebuyer Counseling ("Counseling") for 2023-2025. The projections indicate that the financial needs for DPA and Counseling far exceed what has currently been raised. Individual Counseling agencies will continue to raise funds for their own operations, and the funds CDA shall seek are (a) additional funds beyond current support of local foundations, (b) new foundations that contact the alliance, (c) National Grants that any one entity may not have access to, and (d) lobbying the County and State to provide additional DPA.

Understanding

As CDA raises additional funds with the support of allies, the following guidelines shall guide CDA's fundraising efforts, and guide the distribution of funds deployed by CDA.

1. Counseling & DPA. DPA is a necessary component of advancing racial equity in homeownership. DPA cannot be deployed unless there are operating dollars for the Counseling Agencies. As CDA raises funds, it will attempt to raise funds at a 4 to 1 ratio. For every \$8,000 raised in DPA, the goal will be to raise \$2,000 for counseling.
2. Counseling Agencies. The funds raised for DPA and Counseling will be limited to the following Milwaukee Based HUD Certified Agencies: Acts Housing, Housing Resources Inc., and United Community Center ("Counseling Agencies").
3. Milwaukee County Homebuyers. The funds will only be raised for first time home buyers that purchase a home in Milwaukee County.
4. Income Limits. 60% of the funds will be used for families that are at 60% of HUD Area Median Income (AMI) or below. As of 2023 this is \$59,940, for a family of 4. 40% of the funds will be for families at 100% HUD Area Median Income. In the calculation of income, rental income before and after purchase of the home will be included in the income calculation. Each Agency may reallocate funds from the 60%-100% AMI category to the 60% and below category.
5. Amount of Down Payment Assistance. The maximum Down Payment Assistance for funds raised by CDA ("CDA DPA") is \$8,000/family in any 10 year period.
6. Amount of Counseling Dollars. For every \$8,000 DPA Deployed, a \$2,000 Counseling stipend will also be paid to the Counseling Agency, to the extent CDA has raised sufficient funds to do so.
7. Combination of DPA. CDA DPA may be combined with other DPA sources provided that the full amount of DPA for any home purchase does not exceed the following combined amounts:
 - a. \$10,000 for a family at 60% - 100% AMI
 - b. \$20,000 for a family at 50% - 60% AMI

- c. \$25,000 for a family at 40% - 50% AMI
- d. \$30,000 for a family below 30% AMI

8. Allocation of CDA DPA. On February 1 of each year there will be a Primary Pool of funds raised, and an Incentive Pool. 60% of CDA DPA funds will be put into a Primary Pool, and the remainder will be put into an Incentive Pool. The Primary Pool will be split evenly among the Counseling Agencies. The Incentive Pool will be deployed on September 1 of each year based on the number of Black and Latino Homeowners served during the previous 12 month period, through all DPA resources. For example, if Organizations A, B and, C served 20 eligible homeowners each, and Organization D served 40 eligible homeowners each, then Organizations A, B, and C would each receive 20% of Incentive Pool, and Organization D would receive 40% of Incentive Pool.

The 2024 allocation 2024 are as follows:

Primary Pool: \$1,240,000

Incentive Pool. \$785,000

Your Organization’s Share of Primary Pool: \$410,000

	# of Transactions	DPA	Counseling
60% AMI or Below	25	\$ 196,800	\$ 49,200
100% AMI or Below	16	\$ 131200	\$ 32,800

Any unused DPA by December 31, 2024 must be returned, however, counseling dollars do not need to be returned.

Your Organization’s Share of Primary Pool: TBD after May 14, 2024 submittal.

- 9. Disbursement of CDA DPA. The Primary Pool and Incentive Pool will be distributed to each Agency as a lump sum on June 1, 2024, or within 14 days after receipt of the 2024-2025 funds from Wells Fargo. The incentive pool will be distributed on approximately July 1, 2024 based off of the data submitted on May 14, 2024.
- 10. Participation. Counseling Agencies receiving CDA DPA will participate in monthly planning meetings to strategize on CDA DPA fundraising activities.

11. Data. Counseling Agencies will submit data every six months to Data You Can Use (DYCU) in a format that allows CDA to provide reporting to current and prospective funders. Counseling Agency will also enter into a Data Sharing agreement outlining the requirements of each party. Future payment will not be made by CDA unless data submittals are up to date. CDA will use this data to (a) report this information to funders that have contributed to CDA funds, (b) report back to Counseling Agency, and (c) prepare tables, infographics, and maps for strategy and fundraising purposes; provided that no individually identifiable information will be included.

Data Reporting Period		Due to CDA / DYCU
Start	End	
Nov 1 2023	April 30 2024	May 14 2024
May 1 2024	October 31 2024	November 14 2024
Nov 1 2024	April 30 2025	May 14 2025
May 1 2025	October 31 2025	November 14 2025

Community Development Alliance

Housing Resources, Inc.

By:

By:

Teig Whaley-Smith

Trena Bond

Chief Alliance Executive

Executive Director

Date: _____

Date: _____

**DATA SHARING AGREEMENT
BETWEEN
DATA YOU CAN USE, INC.
AND
COMMUNITY DEVELOPMENT ALLIANCE, INC.
AND
WILLBRIDGE, LTD.
AND
Housing Resources, Inc.**

This is an agreement ("Agreement") dated May 8, 2024 ("Effective Date") by and between Data You Can Use, Inc. ("DYCU"), a Wisconsin 501(c)(3) nonprofit corporation located at 1240 North 10th Street, City of Milwaukee, the Community Development Alliance, Inc. ("CDA"), a Wisconsin 501(c)(3) nonprofit corporation located at 3800 W. Lisbon, Ave., City of Milwaukee, WillBridge, Ltd. ("WillBridge"), a Wisconsin Public Benefit Corporation located at 375 Bishops Way, Suite 105, City of Brookfield, and Housing Resources, Inc. ("Partner Organization") a Wisconsin 501(c)(3) nonprofit corporation located at 2500 W. Capitol Dr., City of Milwaukee, each a "Party" and collectively the "Parties".

PURPOSE

This Agreement covers data governance, confidentiality, and security requirements for the provision of data by the Partner Organization. Partner Organization will provide participant record-level data ("Program Data") pursuant to this Agreement to DYCU and WillBridge via secure electronic exchange. This exchange will occur in order to assist in the enhancement of collaborative community efforts led by the CDA to support and improve Downpayment Assistance and Homebuyer Counseling.

DYCU and WillBridge will provide a secure host environment and resources to receive the Program Data from Partner Organization, validate and de-identify such data so that it qualifies as deidentified aggregated data ("Aggregate Data"), and create and load Aggregate Data into appropriate data sets for the permitted uses described below.

PERMITTED USES AND RESTRICTIONS

Partner Organization agrees to supply participant record-level Program Data to DYCU and WillBridge for use in analysis and to generate aggregated or partially disaggregated, deidentified reports and/or visualizations (e.g., geospatial maps) for evaluation purposes. Such reports and visualizations will occasionally be shared with the CDA, other partner organizations, and/or funders, and all sensitive information contained within will be generalized so that individuals and/or their exact locations are indeterminate.

As a condition of participating in this Agreement, DYCU, WillBridge and the CDA agree that: (a) they will not use the results of the data analysis including Aggregate Data, reports,

visualizations, or any other information ("Deliverables") to seek to identify specific individuals; (b) they will not sell the Deliverables or data; and (c) they will not use the Deliverables or data to solicit or contact clients; each Party agrees that it will not use the Deliverables or other aspects of the data analysis for any purpose except to improve CDA and/or [PARTNER ORGANIZATION] outcomes, operations and services as set forth in this Agreement.

Except as otherwise permitted herein, DYCU and WillBridge shall implement appropriate policies, procedures, and safeguards to: (a) prevent Program Data from being downloaded to or accessed by any portable device (including, without limitation, smartphones and tablets) or portable electronic media (including, but not limited to, external hard drives, USB flash drives, an/d compact discs); and (b) prevent Program Data from being downloaded or accessed from unauthorized or unsecure locations.

Partner Organization shall share Program Data in a standardized and secure format agreed to by the Parties. The secure, electronic data sharing process between [PARTNER ORGANIZATION] and DYCU and WillBridge shall, when applicable, comply with all Federal privacy and security laws.

DYCU and WillBridge shall not utilize Partner Organization Program Data for any purpose other than the purpose for which it was supplied. Notwithstanding the foregoing, DYCU and WillBridge shall be entitled to use data supplied by [PARTNER ORGANIZATION] in creating statistical compilations of data that do not contain information permitting the data to be traced back to individual persons. Such compilations will not include sensitive data and shall be in compliance with all applicable data privacy and security laws.

[PARTNER ORGANIZATION] shall have a unique and secure login credential that allows the transmission of its Program Data to a file directory assigned only to [PARTNER ORGANIZATION], and accessible only by Partner Organization and DYCU and WillBridge. Use of any data and information provided pursuant to this Agreement is limited to designated DYCU and WillBridge representatives. DYCU and WillBridge will not use or further disclose data or information provided pursuant to this Agreement, other than permitted by this Agreement or as otherwise permitted or required by law.

DYCU and WillBridge shall employ safeguards as necessary to ensure that Program Data is not accessible to or accessed by (a) any individual other than DYCU and WillBridge employees who have been appropriately trained on the handling of confidential information or (b) subcontractors that have agreed to the same conditions and restrictions on the handling of Program Data as set forth in this Agreement.

[PARTNER ORGANIZATION] shall only have access to its own Program Data. DYCU and WillBridge will not grant access to, share, or disclose data from any other Partner Organization participating in the project described above.

CONFIDENTIAL INFORMATION

Except as otherwise provided herein, DYCU and WillBridge may not, at any time during the term of this Agreement or thereafter, communicate, use, or disclose to any third party any information related to Partner Organization or its businesses, systems, networks, clients, customers, employees, representatives, or agents that Partner Organization keeps as and reasonably considers to be confidential or proprietary (collectively, "Confidential Information"). DYCU and WillBridge will protect the confidential nature of the Confidential Information using methods and processes reasonably designed to prevent the unauthorized disclosure or use of any Confidential Information by any DYCU and WillBridge employee or personnel or any other third party.

DYCU and WillBridge agree to take all responsible steps to cure any breach of this Agreement by DYCU and WillBridge or any of its employees or personnel within 10 days of being notified of the breach, Partner Organization agrees to take all responsible steps to cure any breach of this Agreement by Partner Organization or any of its employees or personnel within 10 days of being notified of the breach.

In the event that DYCU and/or WillBridge are requested or required by governmental order, judicial process, or similar means to disclose any Confidential Information, DYCU and WillBridge agree to provide immediate written notice to Partner Organization of such request and to cooperate with Partner Organization at no additional cost to Partner Organization, in seeking to limit such disclosure and in seeking an appropriate protective order and confidential treatment if appropriate.

GOVERNING LAW

This Agreement is made in and shall be governed by the laws of the state of Wisconsin. Venue for any action arising from this Agreement shall be in the state and Federal courts for Milwaukee County, Wisconsin. Notwithstanding the above recitation, the parties agree to resolve any dispute which arises from the rights/duties set forth in this contract by way of Binding Arbitration. Each party will agree on an arbitrator. Either party may request the submission of a dispute to Arbitration. If the issue cannot be resolved amicably within 21 days from the submission of a request to arbitrate, then the matter shall proceed immediately to arbitration with each party bearing their own respective costs of arbitration.

SEVERABILITY

If any portion of this contract is found to be invalid the remainder of the contract shall continue in full force unless the stricken provision makes it impossible for the essential purpose of the contract to be met.

TERM AND TERMINATION

The initial term of this Agreement shall begin on the Effective Date and continue for three years ("Initial Term"). Unless earlier terminated, this Agreement shall automatically renew for successive three-year terms ("Renewal Terms"; the Initial Term and Renewal Terms are collectively the "Term").

In the event of a material breach of this Agreement by any Party, the non-breaching Party shall give written notice thereof to the Party in breach. If such breach is not cured within ten days after receipt of notice of breach, the non-breaching Party may upon written notice to the breaching Party terminate this Agreement, in addition to any other remedies the non-breaching Party may have.

Upon termination of this Agreement, DYCUC and WillBridge shall promptly return or destroy all [PARTNER ORGANIZATION] Program Data. If the Parties agree that it is infeasible to return or destroy the relevant Program Data, then DYCUC and WillBridge shall extend the protections of this Agreement to such Program Data until it is able to return or destroy such Program Data.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and made effective as of the Effective Date.

For Housing Resources, Inc.

Signature:

Name: Trena Bond

Date:

Title: Executive Director

For Data You Can Use

Signature:

Name: Victor Amaya

Date:

Title: Executive Director

For Community Development Alliance

Signature:

Name: Teig Whaley-Smith

Date:

Title: Chief Alliance Executive

For WillBridge

Signature: *Spencer Bonnie* Name: Spencer Bonnie

Date: 5/8/24

Title: Executive Director
