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STATE OF WISCONSIN
Department of Financial Institutions



Division of Corporate
Consumer Services

Mailing Address:
PO Box 7879
Madison, WI 53707-7879
Courier Address:
4822 Madison Yards Way
North Tower
Madison, WI 53705

PROFESSIONAL FUND-RAISER
SOLICITATION NOTICE

Purpose: Before a professional fund-raiser performs services under a contract with a charitable organization that is required to be registered under s. 202.12(1), Stats., the professional fund-raiser must file with the Department of Financial Institutions ("department"), a completed Solicitation Notice and a copy of the contract it has with the charitable organization. The charitable organization on whose behalf the professional fund-raiser is acting, shall file with the department a written confirmation that the Solicitation Notice and the attached contract are true and complete to the best of its knowledge.

NOTE: Pursuant to s. 202.14(8), Stats., a professional fund-raiser is required to deposit, in its entirety, a contribution of money received by the professional fund-raiser, on behalf of a charitable organization, in an account at a financial institution within 5 days after its receipt. The account shall be in the name of the charitable organization. The charitable organization shall have sole control of all withdrawals from the account.

NOTE: Section 202.12(6m), Stats., sets forth specific solicitation disclosure requirements. We urge you to review that section and become familiar with it. You should also review s. 202.14(7), Stats., which requires that a professional fund-raiser provide a complete accounting, in writing, to the charitable organization for all contributions received and all expenses incurred under the contract and the need to maintain those records for at least 3 years.

Print or type the information requested in the spaces provided.

1. Name and registration number of professional fund-raiser.

Name: COMMUNITY CARES UNITED LLC	Registration Number: 504-100
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2. Provide the following information for the professional fund-raiser's headquarters office:

Street Address: 33 WOOD AVE SOUTH, SUITE 600		
City: ISELIN	State: NJ	Zip: 08833

3. Provide the following information for the charitable organization that the professional fund-raiser is performing services for:

Charitable Organization Name: WISCONSIN COUNTY POLICE ASSOCIATION LTD		Registration Number: 18334-800
Street Address: PO BOX 764		Telephone Number: 2627491301
City: DELAN	State: WI	Zip: 53115

4. If conducting a solicitation for a fund raising event, provide the following information about the event:

Name of Event: N/A	
Location of Event:	Date of Event:

5. Identify the projected dates during which the solicitation will take place.

7/26/19 - 5/31/21

6. Identify the locations and telephone numbers from which the solicitations will be conducted.

SEE ATTACHED SEE ATTACHED

Identify the name and residence address of each person responsible for directing and supervising the conduct of services under the contract described in s. 202.14(4), Stats. Attach additional pages if necessary.

Name: SEE ATTACHED			
Street:	City:	State:	Zip:

Name:			
Street:	City:	State:	Zip:

Does the professional fund-raiser subcontract with another person or entity who also performs fund raising activities in Wisconsin on behalf of the charitable organization? ☐ Yes ☒ No

If yes, provide the name and address of the person or company and a copy of your contract with that company.

Name: N/A			
Street:	City:	State:	Zip:

Will the professional fund-raiser, at any time, have custody of contributions? "Custody" is defined as possession or control of cash, checks or donation of merchandise even though checks may be made payable to the charitable organization. ☐ Yes ☒ No

Provide a full and fair description of the charitable purpose for which solicitations will be made.

GENERAL IMPROVEMENT FOR LAW ENFORCEMENT THROUGHOUT THE STATE OF WISCONSIN, GENERAL WELFARE OF THE ORGANIZATION AND ITS MEMBERS, AND ASSOCIATED CHARITABLE PROGRAMS THAT ORGANIZATION CONDUCTS.
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A copy of the contract with the charitable organization is enclosed, as required. ☒ Yes ☐ No

CERTIFICATION

I, the undersigned, certify under penalties provided by law that this Solicitation Notice (including attachments), has been reviewed by us and is, to the best of our knowledge and belief, a true, correct and complete statement.

Print Name of Professional Fund-Raiser Official: COMMUNITY CARES UNITED LLC	Title: MANAGING MEMBER / PRINCIPAL
Signature of Professional Fund-Raiser Official:	Date: 6.20.19

Print Name of Authorized Member of Charitable Organization: ROBERT WIERENKA	Title: EX DIRECTOR
Signature of Authorized Member of Charitable Organization:	Date: 6-20-19

TURN MATERIALS TO: Department of Financial Institutions, Division of Corporate and Consumer Services

Mailing Address:
Box 7879
Madison, Wisconsin 53707-7879

Street Address:
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705

This form is required under Section 202.14, Wisconsin Statutes. Refusal to provide this information may result in the revocation of registration. Personally identifiable information on this form may be matched against tax information, outstanding child and family support data and law enforcement agencies. Failure to complete this form completely and accurately may result in denial or revocation of registration, and any other penalties as provided by law.

This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

QUESTION 6

Office Location

399 PEARL ST WOODBRIDGE NJ 07095

Telephone Number:

732-326-2296

732-582-6118

QUESTION 7

1. Malcome Watson

410 Brookside Lane Hillsborough, NJ08844

2. Paul Porte

12 Willowbrook Rd. Freehold, NJ 08901

3. Mark Kellstrom Jr. 65 Morrell Street

New Brunswick, NJ08901

4. Frank Fernandez

735 Eastern Ln

Brick NJ 08723

AGREEMENT

This agreement is made and entered on this 1 day of the month of June, 2019, between Community Cares United LLC (hereinafter referred to as "CCU") and Wisconsin County Police Association d/b/a Police Association of Wisconsin, a Non-Profit organization (hereinafter referred to as "Organization"). Said expressions shall include respective party's successors and assigns. In consideration of the mutual covenants herein contained, the sufficiency of which is acknowledged as evidenced by the signatures of the parties hereto, it is mutually agreed as follows:

Purpose

Organization wishes to engage the services of CCU to disseminate calls to action and incidental request for public support to prequalified individuals as further set forth herein, all to advance the programs of Organization which provide for the general improvement of law enforcement personnel in and throughout the State of Wisconsin.

Services

For compensation, CCU will disseminate calls to action to identified pre-qualified recipients and will disseminate educational material as well as make appeals for public support to Residents only, and not to Businesses, in the state of Wisconsin. Organization will have the opportunity to provide additional material in support of calls to action and educational activities. The opportunity to distribute information and educational materials together with this appeal for public support serves as a material endorsement for organization to enter into this agreement. Organization approval of written and oral presentations prior to use constitutes an assurance that information contained within same is true and correct. Further, it is understood by the parties that CCU may retain professional assistance in providing certain portions of its services under this agreement such as fulfillment to bona-fide third parties. CCU may in this discretion assign a portion of this agreement to a bona-fide third-party subcontractor provided however that's such third-party provide such undertakings and assurances as required by this agreement.

Geographic Area

CCU will provide the services outlined hereunder across the State of Wisconsin

Records and Reports

CCU agrees to maintain full and complete records in accordance with this Agreement. Organization shall have access to the records as may be required to comply with any official inquiry, or as may be required by law. Other than as herein provided, the records shall remain the property of CCU.

Quality Control and State Compliance

CCU agrees to refrain from engaging in any activities that would adversely affect the reputation of Organization or its members. CCU further agrees that its employees shall not at any time represent, directly or indirectly, that they are the Organization's personnel, and such employees and any printed materials shall clearly state that CCU represents the Organization. CCU and Organization agree to comply with any and all applicable Wisconsin Laws regulating charitable fundraising appeals.

Term

Solicitation activities will commence on June 1, 2019 within the State of Wisconsin. However, the final date of commencement is contingent upon the complete set up of banking, merchant processing, and other logistics pertinent to the conduct of the solicitation procedures contemplated in this Agreement. CCU will provide solicitation services under this agreement to the Organization for a period of 24 months (2) years. This Agreement will automatically auto-renew for a period of another 24 months (2) years, unless either party gives the other written notice of termination at least 45 days prior to the end of the relevant term.

Termination Rights

This Agreement shall be cancelled and terminated only for cause upon the happening of any of the following events:

1. Expiration of term hereof.
2. In the event that CCU determines that available revenue is not sufficient to make the campaign economically viable, CCU shall have the right to cancel and terminate this Agreement effective (45) days following delivery of written notice of cancellation under this paragraph to Organization.
3. In the event that Organization determines that available revenue is not sufficient to make the campaign economically viable, Organization shall have the right to cancel and terminate this Agreement effective (45) days following delivery of written notice of cancellation under this paragraph to CCU.
4. Either party shall become the subject of adverse media publicity that results in a significant demonstrable reduction in charitable proceeds.
5. A regulatory body publicly releases a decision in an adjudicated case that a violation has occurred in the conduct of the campaign that results in a significant demonstrable reduction in charitable proceeds;
6. The occurrence of an unforeseen event such as but not limited to a labor strike, natural disaster, act of war or terrorism, or any other cause beyond CCU's control that results in a significant demonstrable reduction in charitable proceeds;
7. Any State or Federal Law or Licensing provision shall be enacted / modified as to materially affect the conduct of business as contemplated herein.
8. Following a notice of cancellation or termination, CCU may continue to solicit support until the effective date of such cancellation or termination. Following cancellation or termination, CCU shall continue to account for and each party shall receive, retain or be paid all sums due in the manner set forth in this Agreement attributable to funds actually committed prior to the effective date of cancellation or termination to the extent that such revenues are ultimately collected and duly paid by respective supporters.

9. Upon termination of this Agreement for any reason whatsoever, CCU shall continue to collect and be paid its contractual share as stated herein on all outstanding pledges made to Organization for a period of one hundred eighty (180) days.

Proceeds

All proceeds will be directed to an address mutually agreed upon by the parties herein. Organization does hereby authorize CCU to open and use private post office boxes for the receipt of responses of the fundraising activities, to be conducted on its behalf. CCU shall have no authority to disburse any of the funds received, at any time, for or on behalf of Organization. All proceeds received shall be deposited in a bank account under the sole exclusive control of Organization as required by applicable state laws regulating charitable appeals. CCU will at no time have custody, control, or access to contributions made to Organization. Regardless of cause of termination, CCU shall have additional one hundred eighty days (180) days to collect proceeds which shall be distributed in accordance with the terms of this Agreement.

Fees and Expenses

CCU agrees to assume costs associated with this campaign, including; acquiring appropriate lists for contacts to new potential supporters, as well as expenses for creating approved call to action and public support request appeals.

Pursuant to the terms of this Agreement and as the result of the solicitation campaign, Organization is guaranteed to receive 18% of gross proceeds. Pursuant to the terms of this Agreement, Organization agrees that for its services; CCU shall be compensated 82% of the gross proceeds during the term of this Agreement. Majority the percentage shall go to pay for the expenses associated with the campaign.

CCU is solely responsible with conducting the combined call to action, education, and fundraising campaign contemplated by this Agreement as hereinafter set forth. CCU shall be responsible for all costs of the campaign such as the costs of the various functions provided, including but not limited to research, telephone costs, telemarketer expenses, management, training, travel, list acquisition, equipment costs, and such other reasonable and necessary expenses of the campaign. These assumptions and calculations are based on industry standards.

Organization agrees to open a merchant credit card account with the designated credit card processor so CCU may accept credit card payments on the Organization's behalf. Credit card payments accepted on the Organization's behalf will be deposited into the Organization's bank account by the credit card processor in accordance with their usual business practices. All ongoing monthly charges and transactions fees including chargeback fees, ACH Reject Fees, account maintenance fees, internet gateway fees, rejection fees, and any other credit card account related charges relating to the Organization's credit card accounts will be at the CCU's expense and charged directly by the credit card processor. CCU will not be responsible for any costs or expenses associated with the service fees regarding any check fees or account maintenance fees with regards to the Organization's bank account.

Since Organization is maintaining exclusive control over proceeds pertaining to the fund drive any and all expenses associated with the Organizations bank account including check fees,

bank fees, and any other fees charged by the Organizations banking institution will be at the sole responsibility of the Organization.

Exclusivity

This agreement shall be non- exclusive, and Organization may contract with another fundraiser to provide the same or similar services.

Solicitation Materials

Any and all solicitation materials and fulfillment materials will be prepared with the assistance of Organization and must be approved by Organization prior to CCU using said materials. Organization shall review any and all solicitation materials and fulfillment materials and will not approve said materials unless any and all statements and representations in the materials are accurate and truthful.

Notices

All notices required to be given under the Agreement shall be given in writing and delivered either by hand, by certified mail, return receipt requested, postage, pre-paid, by Federal Express, or other recognized overnight delivery service, all delivery charges pre-paid, and addressed to the parties at the respective addresses set forth below or at such other address as the intended recipient may specify in a notice pursuant to this Section:

IF TO CCU: 10 Main Street, Suite 291, Woodbridge, NJ 07095

IF TO ORGANIZATION: P.O. BOX 764 Delvan, WI 53115

Attorney Fees and Arbitration

In the event there is any dispute concerning the terms and conditions of this Agreement, the parties agree to submit the binding arbitration to the rules of the American Arbitration Association in Newark, New Jersey. The prevailing party in any arbitration shall be entitled to an award of reasonable attorney's fees and costs.

Entire Agreement and Assignment

This agreement contains the entire agreement between the parties and may not be amended or supplemented except by written agreement executed between CCU and Organization. There is no verbal understanding that would alter or amend this Agreement. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the undersigned parties below have accepted, approved, and executed this Agreement as of the day and year set forth below.

Community Cares United, LLC

By: [Signature]

Dated: 5/30/2019

Wisconsin County Police Association d/b/a
County Law Enforcement Professionals of
Wisconsin

By: [Signature]

Dated: 5-30-19

Title: PRESIDENT OF BOARD OF DIRECTORS

By: [Signature]

Dated: 5-30-19

Title: EXECUTIVE DIRECTOR