

FOCUS GRANT AGREEMENT

This FOCUS Grant Agreement (the "Agreement"), is by and between the City of West Allis, a municipal corporation ("City") and _____ **Neighborhood Association**, ("Grantee").

WHEREAS, the City adopted a Neighborhood Association Small Grant Program that includes FOCUS Grants to provide neighborhood associations assistance to support a unique and transformation project that will enhance the neighborhood, promote and beautify the area; and,

WHEREAS, the residents who are members of the Grantee have submitted a FOCUS Grant Application outlining the proposed use of funds, as more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof; and,

WHEREAS, the grant application was approved by the Common Council under **R-20XX-XXXX** on **month/day/year**.

NOW, THEREFORE, in consideration of the foregoing of the terms and conditions set forth in the Agreement, the parties agree as follows:

1. **Grant.** The City will provide a FOCUS Grant to the Grantee in the amount of up to Two Thousand Dollars (\$2,000.00) on a reimbursement basis by Electronic Funds Transfer (EFT), into the financial institution established on behalf of the Grantee, and that grant funds are used in accordance with the approved grant.
2. **Reimbursement.** The Grantee must demonstrate Small Grant Program compliance in record keeping of all annual expenditures utilized toward project costs. Proof of spending submitted to the City for reimbursement must not be older than 30-calendar days at the time of submission to show project progression. Proof of spending must be in the form of receipts, invoices, or service work-orders from verifiable vendors. Justifiable goods are limited to 20% of the annual total approved grant amount. This 20% permits 10% (\$200.00) for food costs and 10% for neighborhood association promotional items (\$200.00). Justifiable items shall not exceed \$400.00 annually.
3. **Use.** Grantee will utilize funds in accordance with program rules and per the scope outlined in Exhibit A
4. **Hold Harmless and Indemnifications.** To the fullest extent permitted by law, the Grantee, shall release, indemnify, hold harmless, and defend the City from and against any and all claims, lawsuits, judgments, demands, liabilities, damages, losses, costs, and expenses including attorney fees arising out of, resulting from, or relating in any way to the performance (or non-performance) of Association's responsibilities, duties, and obligations under this Agreement.
5. **Records.** The Grantee shall maintain records of the expenditures for a period of seven years. The Grantee must demonstrate Small Grant Program compliance in record keeping of all annual expenditures utilized toward project costs. Neighborhood Associations must submit an end-of-year report to the Department of Planning & Zoning, including a summary of activities,

financial statements, 3 to 5 digital photographs, and other project documentation. If the Neighborhood Association would like to apply for a Focus Grant in the same year, the end-of-year report for the organizational grant must be submitted and closed out before the Focus Grant application will be considered.

- 6. **Effective Date.** Grant funds will be made available upon signing of the Agreement by all parties.
- 7. **Notifications.** Communications regarding the Agreement will be sent to the following address:

Grantee: **Authorized Representative of Association**
 Neighborhood Association Name
 Mailing Address of Association (mirroring W-9)

City: **Planning and Zoning Office**
 City of West Allis
 7525 W. Greenfield Avenue
 West Allis, WI 53219

In WITNESS WHEREOF, the Parties have caused this Agreement to be duly executive by their respective duly authorized representatives on the dates set for the below.

City of West Allis

By: _____
 Dan Devine, Mayor

Date: _____

Grantee

By: _____

Printed Name: _____

Date: _____

Approved as to form this _____ day
of _____, 20_____.

Kail Decker, City Attorney