

## NEIGHBORHOOD ASSOCIATION ORGANIZING FOCUS GRANT AGREEMENT

This Neighborhood Association Organizing FOCUS Grant Agreement (the Agreement), is by and between the City of West Allis, a municipal corporation, hereinafter referred to as the “City,” and Rainbow Gardens Neighborhood Association, hereinafter referred to as the “Grantee.”

WHEREAS, the City of West Allis 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 Rainbow Gardens Neighborhood Association residents 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 Mayor of the City of West Allis, Alderpersons of the District, and the Director of Development hereby recommend the grant and the approval of the agreement.

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 of West Allis will provide a FOCUS Grant to the Grantee in the amount of One Thousand One Hundred Fourteen Dollars (\$1,114.00) on a reimbursement basis and that grant funds are used in accordance with the approved grant.
2. **Match.** The Grantee must demonstrate that 25% match of the project cost has been secured and provide proof to the City and show that the funds are committed to the project.
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 of West Allis 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.
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:** Dan Herro, President  
Rainbow Gardens Neighborhood Association  
731 S. 119 Street  
West Allis, WI 53214

**City:** Patrick Schloss  
Community Development Manager  
Development Department, City of West Allis  
7525 W. Greenfield Avenue  
West Allis, WI 53214

In WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed 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 July, 2017

\_\_\_\_\_  
Scott Post, City Attorney