

NEIGHBORHOOD ASSOCIATION ORGANIZING GRANT AGREEMENT

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

WHEREAS, the City of West Allis adopted a Neighborhood Grant Small Grant program to promote the formation and to support residents interested in forming neighborhood associations; and,

WHEREAS, a number of residents of the _____ Neighborhood have met on several occasions and are interested in organizing a neighborhood association; and,

WHEREAS, the residents have submitted an 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 proposed Association members will be residents or businesses within the proposed boundaries outlined in Exhibit “B”, hereinafter referred to as the Neighborhood Boundary Map; and,

WHEREAS, the Mayor of the City of West Allis, Alderpersons of the District, and the Manager of Planning and Zoning hereby recommend the grant and the approval of the agreement under **R-20XX-XXXX**.

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 grant to the Grantee in the amount of One Thousand Dollars (\$1,000.00) by Electronic Funds Transfer (EFT), to the financial institution established on behalf of the neighborhood association, after obtaining a federal tax identification number through an approved (W-9) application.
2. **Use.** Grantee will utilize funds in accordance with program rules and per the scope outlined in Exhibit A-
3. **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.
4. **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. Proof of spending during any 30-calendar days of any month must be submitted to the City as proof of project(s) progression. Proof of spending must be in the form of receipts, invoices, or service work-orders from verifiable vendors.
5. **Effective Date.** Grant funds will be made available upon signing of the Agreement by all parties.

6. 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 53214**

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