

NEIGHBORHOOD ASSOCIATION ORGANIZATIONAL GRANT AGREEMENT

This Neighborhood Association Organizational 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 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 grant was approved by the Common Council under **R-20XX-XXXX** on **month/day/year**.

NOW, THEREFORE, in consideration of the foregoing 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 up to One Thousand Dollars (\$1,000.00), by Electronic Funds Transfer (EFT), to the financial institution established on behalf of the Grantee, after obtaining a federal tax identification number and providing a W-9 for the association, and that grant funds are used in accordance with the approved grant.
- 2. Terms.** The Grantee must demonstrate Small Grant Program compliance in record keeping of all annual expenditures utilized toward project costs. Proof of spending must be submitted to the City at the end of each quarter to show project progression. Proof of spending must be in the form of receipts, invoices, or service work orders from verifiable vendors. Unused grant funds must be returned to the City by December 31st of the year the grant was received. There will be no carry-over of funds into the next calendar year.

- 3. Use.** The Grantee will utilize funds in accordance with program rules and per the scope outlined in Exhibit A. If the scope of work changes during the grant period due to unforeseen circumstances, the changes must first be approved by City staff.
- 4. Restrictions.** Routine maintenance, on-going operational expenses (such as bank fees, subscriptions or dues) or replacement of existing items. City owned or controlled lands that are elements of an ongoing City service, replacement cycle, or budget. Improvements to school owned land and facilities unless otherwise approved. Direct social services such as health clinics, food baskets, and emergency preparedness supplies or direct grants, scholarships loans, stipends, gift cards, and costs associated with preparing other grant applications. Grants cannot be spent on activities that promote the use of alcohol or tobacco, or any illegal activity.
- 5. 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.
- 6. 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. The Grantee 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 as requested. If the Grantee would like to apply for a Community Impact Grant in the same year as the Organizational Grant, the end-of year report for the Organizational Grant must be submitted and closed out before the Community Impact Grant application will be considered.
- 7. Effective Date.** Grant funds will be made available upon signing of the Agreement by all parties.
- 8. 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 _____

Kail Decker, City Attorney