

INTERDEPARTMENTAL COOPERATION AGREEMENT

MEMORANDUM OF UNDERSTANDING

20142015 HOME GRANT AWARDS

CONTRACT NUMBER: \_\_\_\_\_

This agreement, entered into as of the first day of January, 20142015;

TIME OF PERFORMANCE: January 1, 20142015 through December 31, 20142015

TOTAL AMOUNT OF CONTRACT: Not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), and subject to the terms, conditions and limitations on funding amounts for specific activities set forth in **Attachment A** hereto.

WHEREAS, the various departments of the City of Milwaukee, including

(the "Department") have received an appropriation of 20142015 HOME Investment Partnerships Act funds pursuant to Common Council Resolutions No. 140944, 140945, 140946, 140947, 140948, 140285130773, 130846, 130847, 130848, 130849, 130850 and 141390130947 (hereinafter referred to as "the 20142015 CDGA Funding Resolutions"); and

WHEREAS, pursuant to Common Council Resolution No. 120861, the Department and CDGA are authorized to enter into such contracts and subcontracts as may be required within the limits of the respective approved project budgets set forth in the 20142015 CDGA Funding Resolutions; and

WHEREAS, pursuant to Common Council Resolution No. 74-92-5v, the Department and CDGA are entering into this cooperation agreement with respect to the expenditure by the Department of the 20142015 Program Year HOME Funds appropriated in the 20142015 CDGA Funding Resolutions; and

WHEREAS, CDGA and the Department desire to set forth in this agreement the terms and conditions for administration and expenditure of HOME Funds appropriated to the Department for 20142015; and

WHEREAS, execution and delivery of this agreement was authorized by resolution of its Common Council in file no. 141390-130947;

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, CDGA and the Department agree as follows:

I. DEFINITIONS

As used in this agreement, the following terms shall have the respective meanings set forth below:

"~~2014~~2015 CDGA Funding Resolutions" means City of Milwaukee Common Council Resolutions No. 140944, 140945, 140946, 140947, 140948, 140285~~130773, 130846, 130847, 130848, 130849, 130850~~, and 141390-130947; and; as amended from time to time by lawful action of the Common Council.

"CDGA" means the City of Milwaukee Community Development Grants Administration.

"HOME Funds" means the City of Milwaukee's ~~2014~~2015 allocation of HOME Investment Partnerships Act grant funds from the United States Department of Housing and Urban Development.

"Project Budget(s)" means the approved project budgets set forth in the ~~2014~~2015 CDGA Funding Resolutions, and the proposal(s) submitted by the Department, copies of which are attached hereto.

"Department" means the City of Milwaukee \_\_\_\_\_

## II. USE OF HOME FUNDS; AVAILABILITY OF FUNDS

The Department and CDGA each agrees that HOME Funds shall be used only for the purposes, and subject to the limitations on dollar amounts and activities, set forth in the Project Budget(s) attached hereto.

The activities funded pursuant to this Memorandum of Understanding are 100% funded under the HOME Grant Program. Thus, should the availability of federal funds be reduced, the Department agrees that the Community and Economic Development Committee of the City of Milwaukee Common Council can modify and reduce either the amount of funding, or the Department's program year, or both. The Community and Economic Development Committee will notify the Department of any such reduction. In the event of such modification or reduction, the Department shall enter into an amendment to this Memorandum of Understanding to reflect the award or activities that are to be reduced or modified.

## III. COMPLIANCE WITH FEDERAL LAW

The Department agrees that all expenditures of HOME Funds shall comply with all federal, state and local law and regulations governing the use of HOME Funds as set forth in the standard form of HOME contract attached hereto, including all federal regulations set forth at 24 CFR Part 570 and 24 CFR Part 92.

#### IV. TERM OF AGREEMENT

The term of this agreement shall begin on January 1, ~~2014~~2015 and shall terminate on December 31, ~~2014~~2015, unless extended by lawful action of the Common Council or the City of Milwaukee Community Development Grants Administration.

#### V. BOOKS AND RECORDS

The Department shall keep proper books and records of account with respect to its performance of this agreement, and shall maintain such books and records for a period of 6 years following the end of the year to which such records and accounts pertain. During such period, CDGA or the City Comptroller shall have the right, at any time during normal business hours and on reasonable notice, to inspect, audit and make extracts from such books and records.

#### VI. REPORTS AND INFORMATION

The Department shall file with CDGA the applicable reports listed in the Reporting Schedule attached hereto, at the times specified therein.

#### VII. METHOD OF PAYMENT

Compensation and/or reimbursement for services or expenses permitted under this agreement shall be made pursuant to the policies and procedures adopted by the City Comptroller.

#### VIII. CLOSE-OUT POLICY

All HOME funds from previous HOME set-ups must be closed to the HOME contingency Account.

IN WITNESS WHEREOF, the foregoing agreement has been executed by the parties hereto as of the date set forth above.

COMMUNITY DEVELOPMENT GRANTS ADMINISTRATION  
OF THE CITY OF MILWAUKEE

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

CITY OF MILWAUKEE DEPARTMENT OF

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This document was drafted by  
the Office of the City Attorney.