

GRANT AGREEMENT

(North End Business Capacity Building Program)

Date of Award: _____, 2012

Grant Amount: \$40,000.00

AGREEMENT made and entered into as of the 1st day of March, 2014 by and between the **City of Milwaukee**, a Wisconsin Municipal corporation (“CITY”) and _____, (“GRANTEE”).

WITNESSETH:

WHEREAS, Based upon the application filed by GRANTEE, a copy of which is attached as Exhibit “A” (the “Application”), CITY has approved a grant in the amount of \$40,000.00 (the “Grant”) awarded in conjunction with GRANTEE’s participation in the North End Business Capacity Building Program (the “Program”); and

WHEREAS, The Program is described in the Program Overview – Work Plan attached as Exhibit “B”; and

WHEREAS, GRANTEE has successfully completed participation in the Program, as evidenced by the Business Capacity Building – Final Participant Rubric Report 2012-13, a copy of which is attached as Exhibit “C”; and

WHEREAS, GRANTEE will apply Grant proceeds for the purposes summarized in the Amended Proposal, a copy of which is attached as Exhibit “D”; and

WHEREAS, This Agreement sets forth terms and conditions applicable to participation in the Program by GRANTEE and payment of Grant proceeds by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I.
AWARD

The CITY hereby awards a North End Business Capacity Building Grant, in the amount set forth above, to GRANTEE for participation in the Program. GRANTEE agrees to participate in the Program in accordance with the Application and the terms of this Agreement.

II.
GRANTEE REQUIREMENTS

GRANTEE shall:

- A. Participate in Post-Program Assessments and quarterly Action Learning sessions conducted during 2014 and 2015.

- B. Apply Grant proceeds for the purposes summarized in the Amended Proposal, a copy of which is attached as Exhibit “D.”
- C. Establish and maintain records and file reports with the CITY in accordance with the Grantee Records and Reporting Requirements attached as Exhibit “E” and such other requirements as are established by the CITY, in writing, from time to time in order to comply with federal and state rules and regulations.
- D. Comply with all applicable CITY, state, and federal laws, rules, and regulations applicable to entities such as GRANTEE or entities receiving funding through the CITY.
- E. Not discriminate against any person participating in activities funded in whole or in part with Grant proceeds, employee, or application for employment on the basis of age, race, religion, color, disability, sex, physical condition, developmental disability, sexual orientation, or national origin.
- F. Indemnify and hold harmless CITY, its officers, employees, and agents from and against any and all losses, claims, damages, expenses, and all suits in equity or actions at law arising from, in connection with, or as a result of participation in the Program or any actions of GRANTEE undertaken pursuant to this Agreement. Nothing in the foregoing indemnity shall protect CITY, its officers, officials, employees, and agents from their own default, active negligence, or misconduct.

III.
DISBURSEMENT

Grant proceeds shall be disbursed in accordance with procedures approved by CITY’s Manager, Office of Small Business Development, which may include a separate Disbursement Agent.

IV.
NOTICES

All notices under this Agreement shall be made in writing and deemed served upon depositing same with the United States Postal Services as “Certified Mail, Return Receipt Requested,” addressed to the GRANTEE at the address set forth in the Application, and to the CITY as follows:

City of Milwaukee
Office of Small Business Development
ATTN: Manager
200 East Wells Street
Milwaukee, WI 53202

V.
BINDING EFFECT/ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of CITY, GRANTEE and their successors and permitted assigns. GRANTEE shall not assign any interest in this Agreement without the prior written consent of CITY.

VI.
TERMINATION

In the event that GRANTEE fails to comply with any of the terms or provisions of this Agreement, CITY may terminate this Agreement upon five (5) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and date set forth above.

GRANTEE:

CITY:

By: _____

GRANTEE Signature

Mayor

Print/Type Name & Title

City Clerk

GRANTEE Signature

Countersigned

Print/Type Name & Title

Comptroller

Approved as to form and execution this _____ day of _____, 2014.

Assistant City Attorney

1050-2006-2113:200095

EXHIBIT A

(Exhibit "A" consists of the Application.)

EXHIBIT B

**Business Capacity Building Program (North End Development Project)
PROGRAM OVERVIEW – WORK PLAN**

EXHIBIT C

Business Capacity Building – Final Participant Rubric Report 2012-13

EXHIBIT D

Amended Proposal for use of BCBP Foregivable Loan Funds

EXHIBIT E

RECORDS AND REPORTING REQUIREMENTS

A. Establishment and Maintenance of Records

GRANTEE shall keep and maintain such books, records, and other documents as shall be required under state or federal rules and regulations now or hereafter applicable to grants in the nature of the Grant, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Grant proceeds and the total cost of the activities, equipment and materials paid for, in whole or in part, with Grant proceeds. All such books, records, and documents shall be maintained for a period of six (6) years following the final disbursement of Grant proceeds.

B. Audits and Inspections

At any time during normal business hours and as often as CITY may deem necessary, GRANTEE shall make available to CITY for examination all of its records with respect to all matters covered by this Agreement and will permit CITY to audit, examine, and make audits of all contracts, invoices, material, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.