

INTERDEPARTMENTAL COOPERATION AGREEMENT

MEMORANDUM OF UNDERSTANDING

2011 CDBG GRANT AWARDS

CONTRACT NUMBER: _____

This agreement, entered into as of the first day of January, 2011;

TIME OF PERFORMANCE: January 1, 2011 through December 31, 2011

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 2011 Community Development
Block Grant funds pursuant to Common Council Resolutions No. 100317, 100707,
100708, 100709, 100710, 100711, and 100819 (hereinafter referred to as "the 2011
CDGA Funding Resolutions"); and

WHEREAS, pursuant to Common Council Resolution No. 100819, 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 2011 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 2011 Program Year CDGA funds appropriated in
the 2011 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 CDBG Funds appropriated to
the Department for 2011; and

WHEREAS, execution and delivery of this agreement was authorized by
resolution of its Common Council in file no. 100819;

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:

"2011 CDGA Funding Resolutions" means City of Milwaukee Common Council Resolutions No. 100317, 100707, 100708, 100709, 100710, 100711, and 100819; as amended from time to time by lawful action of the Common Council.

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

"CDBG Funds" means the City of Milwaukee's 2011 allocation of Community Development Block Grant funds from the United States Department of Housing and Urban Development.

"Project Budget(s)" means the approved project budgets set forth in the 2011 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 CDBG; AVAILABILITY OF FUNDS

The Department and CDGA each agrees that CDBG 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 CDBG 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 CDBG Funds shall comply with all federal, state and local law and regulations governing the use of CDBG funds as set forth in the standard form of CDBG 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, 2011 and shall terminate on December 31, 2011, 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 CDBG funds must be closed to the CDBG contingency Account.

IX DNS VACANT LOT MAINTENANCE (Grass and Snow Removal)

The Department of shall comply with the following requirements in performing any services under both the Vacant Lot Maintenance Program and the Land Management Program, and shall also include such requirements in every subrecipient and vendor contract entered into for the purposes of the Vacant Lot Maintenance Program and the Land Management Program:

- (1) grass must be mowed when it exceeds six (6) inches in length;
- (2) If grass exceeds six (6) inches in length and is mowed, all grass clippings must be completely removed from the lot(s) and disposed of properly;
- (3) fence row clean-up must be included each time lots are mowed; and
- (4) litter must be picked up from lots prior to mowing.

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.