

**STADIUM NEIGHBORHOODS COMMUNITY TRUST FUND
GRANT AGREEMENT**

This STADIUM NEIGHBORHOODS COMMUNITY TRUST FUND GRANT AGREEMENT (this "**Agreement**") is made and entered into this April 1, 2020, by and between CommunityBuild Ventures, LLC, a Georgia limited liability company (the "**Grants Administrator**"), and Organized Neighbors of Summerhill, which has an address of P.O. Box 50281 Atlanta, GA 30302 together with its successors, subsidiaries, affiliates, and assigns ("**Grantee**").

WITNESSETH:

WHEREAS, Ordinance 17-0-1080 (the "**Ordinance**"), adopted by the City Council of the City of Atlanta (the "**City Council**") on April 17, 2017 and approved by operation of law on April 26, 2017 authorized the Chief Financial Officer of the City of Atlanta (the "**City**") to establish the Stadium Neighborhoods Community Trust Fund (the "**Trust Fund**") to benefit the City's neighborhoods of Mechanicsville, Peopletown, Pittsburgh, Summerhill and the portion of Grant Park comprised of the named streets in the Livable Centers Initiative study; and

WHEREAS, pursuant to Resolution No. 17-R-3853, adopted by the City Council of the City and approved by operation of law on June 19, 2017, the City (i) established the Stadium Neighborhoods Trust Fund Committee (the "**Trust Committee**") to provide guidance and oversight of the funds held in the Trust Fund and (ii) directed the City of Atlanta and Fulton County Recreation Authority (the "**Authority**") to fund the Trust Fund from funds provided by the City for such purposes; and

WHEREAS, the Authority, as funding agent of the Trust Fund, was tasked with assisting the Committee with the administration, oversight and spending of the funds held in the Trust Fund; and

WHEREAS, pursuant to a Grants Administrator and Support Services Agreement, dated as of January 1, 2020, between the Authority and the Grants Administrator, the Grants Administrator agreed to provide administrative support services related to the administration and oversight of certain grants funded through the Trust Fund; and

WHEREAS, the Grantee has submitted a Proposal to the Grants

Administrator, for approval by City Council, for an award to undertake one or more projects consistent with the Ordinance; and

WHEREAS, on March 11, 2020, City Council, relying upon representations in the Grantee's Proposal, approved an award to the Grantee in the amount of \$100,000 for eligible activities herein described and to be utilized in accordance with the terms and conditions of this Agreement (the "**Grant**"); and

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration of the promises and covenants set forth in this Agreement, the Grants Administrator, pursuant to the authority set out above, and the Grantee agree as follows:

Definitions. For the purposes of this Agreement:

- (a) "**Agreement**" means this Stadium Neighborhoods Community Trust Fund Grant Agreement, together with any future amendments, modifications, or alterations thereof.
- (b) "**Proposal**" means the Grantee's Proposal dated November 22, 2019, and all attachments thereto, as approved by the Committee.
- (c) "**Eligible Costs**" means all costs and expenditures actually incurred by the Grantee related exclusively to the operation of the Project as approved in Grantee's Proposal and outlined in Exhibit A thereto and under paragraph 7 herein.
- (d) "**Expenditure Reports**" means the reports periodically delivered by Grantee to the Grants Administrator detailing the Grantee's use of all Grant funds received under the Agreement, including an itemized report of expenditures, all as further described herein.
- (e) "**Grant Distribution and Reporting**" means the reports periodically delivered by Grantee to the Grants Administrator detailing the tasks completed under the Proposal, as further described herein.
- (f) "**Project**" means the undertaking described in Grantee's Proposal for which Grant funds will be used.
- (g) "**State**" means the State of Georgia.

1. Mutually Exclusive.

This Agreement is distinguished from all previous agreements between the Grantee and the Grants Administrator and contains the entire understanding between the parties.

2. Grant Project Period.

Unless otherwise specified, the Grant covers a one-year project period with eligibility for a second-year renewal. Grant renewals will be made at the discretion of City Council and will depend upon a range of factors, including but not limited to Grantee's performance and the availability of funds.

The City Council has approved an initial award for the first budget period. Additional funding is contingent upon satisfactory progress under the terms and conditions of the award and the availability of funds.

3. Review.

Liaison with the Grants Administrator will be Sheronde Glover (or successor thereto), as Project Lead Consultant, who will represent the interests of the Grants Administrator, on behalf of the Authority, in review of quality, quantity, rate of progress, timeliness of services and related considerations as outlined in this Agreement. Liaison with the Grantee will be through Bryan Adams, Co-Chair of the Grantee.

4. Scope Of Work.

The Grantee shall perform the activities as set forth in its Proposal, which Proposal is attached hereto as Exhibit A and is incorporated herein by reference. Grantee's performance shall include supplying all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) in order to accomplish the tasks set forth in the Proposal. Additionally, the Grantee shall perform all activities under the Proposal in accordance with the budget provisions described therein.

- (a) Expenditure Reports and Grant Distribution and Reporting. The Grantee shall provide Grant Distribution and Reporting to the Grants Administrator detailing Project tasks completed. Any problems with the Project and/or material financial difficulties encountered by Grantee must be disclosed in the Grant Distribution Reporting.

Reporting requirements are specified more fully in Paragraph 11 of this Agreement and under Exhibit G –Reporting Due Dates.

- (b) Closeout Period. Upon request of the Grants Administrator, the Grantee shall provide proper closeout documentation within 30 days of receiving such request. Closeout documentation will include a Final Expenditure Report and a Final Project Report.

5. Standards of Performance.

The Grantee shall perform the projects and activities set forth in the Proposal in accordance with the terms described therein and herein, and in accordance with those standards established by statute, administrative rule and applicable professional standards. In addition, the Grantee shall not use any Grant funds to supplant existing funding otherwise budgeted or planned for the projects described in its Proposal without the prior written consent of the Authority.

6. Period of Performance.

The effective period of this Agreement shall be from April 1, 2020 through March 31, 2021, unless otherwise provided for by amendment to this Agreement.

The terms and conditions herein shall survive the performance period and shall continue in full force and effect until the Grantee has completed all the requirements of this Agreement to the satisfaction of the Grants Administrator.

7. Total Cost.

The total cost of this Agreement shall not exceed \$100,000. Grant distributions will not exceed \$100,000. The Grant funds shall be spent in accordance with the itemized budget described in the Proposal attached hereto as Exhibit A. At the end of the Period, Grantee shall immediately return any unexpended Grant funds to the Authority.

8. Eligible Costs.

- (a) No Eligible Costs shall be financed by the Grant prior to the execution of this Agreement unless previously approved in writing by [the Authority].
- (b) Grant funds shall only be used to pay or reimburse the Eligible Costs identified in the budget described in the Proposal.

- (c) All Grant disbursements from the Trust Fund must be related to the operations of the Project described in the Proposal.

9. Method of Payment.

- (a) The Authority, or the Grants Administrator on behalf of the Authority, shall make payment to the Grantee based on the reporting due dates outlined in Exhibit – G Reporting Due Dates.
- (b) Grant funds shall be dispersed only if the Grants Administrator determines that the Grantee is making satisfactory progress in completing the Project tasks and the Authority approves the payment request. No requests for disbursement will be processed unless the Expenditure Reports and Grant Distribution and Reporting are completed and up-to-date as more fully described in Paragraph 11 of this Agreement.

10. Examination of Records.

The Grantee agrees that the Grants Administrator and the Authority will have the right, at any time, to access, examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Grants Administrator and the Authority will have the right, at any time, to access, examine, audit, test and analyze any and all physical projects subject to this Agreement. Upon request of the Grants Administrator, Grantee shall promptly provide to the Grants Administrator all electronic records related to this Agreement and the undertakings described in the Proposal. Such electronic records will be retained for three years by the Grantee following the closeout of the Grant.

During the three-year retention period, the Grantee will notify the Grants Administrator in writing of any planned conversion or destruction of any records related to this Agreement at least 90 days prior to such action. Any charges for copies provided by the Grantee for books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by funds from the Trust Fund. This section 10 shall also apply in the event of cancellation or termination of this Agreement.

The Grantee shall provide the following financial records for the Project:

- (a) Documentation of staff time; and
- (b) Documentation of all equipment, materials, supplies and travel expenses; and
- (c) Inventory records and supporting documentation for allowable equipment purchased to carry out the Project scope; and
- (d) Documentation and justification of methods used in any in-kind contributions; and
- (e) Rationale supporting allocation of space charges;
- (f) Rationale and documentation of any overhead costs; and
- (g) Any other records which support Project charges or expenditures of Grant funds.

11. Expenditure Reports and Grant Distribution and Reporting

The Grantee shall submit Expenditure Reports and Grant Distribution and Reporting to the Grants Administrator during the period that this Agreement is in effect. These reports will detail the Grantee's use of all funds received under this Agreement, including an itemized report of expenditures. Progress Reports must identify the status of progress of tasks as provided in the Proposal. Reporting periods and report deadlines are detailed in Exhibit – G Reporting Due Dates.

12. Nondiscrimination In Employment.

The Grantee is required to comply with all State and federal nondiscrimination laws.

13. Termination At Will.

- (a) The Grants Administrator may terminate this Agreement at any time in its sole discretion upon thirty (30) days written notice to the Grantee. Upon termination, no further Grant funds shall be dispersed to Grantee.
- (b) The Grantee may terminate this Agreement upon thirty (30) days written notice to the Grants Administrator. Upon termination by the Grantee under this section 13(b), the Grantee will refund to the

Authority the Grant funds that exceed actual costs incurred in carrying out the Project as of the date of termination.

14. Failure to Perform.

Grantee acknowledges and agrees that Grant funds may be withheld and suspended if (i) Grantee fails to provide the required reports to Grants Administrator on a timely basis, (ii) Grantee fails to sufficiently evidence its performance of the activities described under the Proposal, (iii) there are deficiencies related to the required reports as determined by the Grants Administrator in its sole discretion, or (iv) Grantee fails to perform under other contracts between the Grants Administrator and the Grantee in whole or in part.

The Grantee's management and financial capacity, including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations of Grant fund disbursements and may be a factor in a decision to withhold payment and terminate this Agreement.

15. Entire Agreement and Amendment.

This Agreement and all exhibits comprise the entire Agreement of both parties. This Agreement may be amended at the discretion of the Grants Administrator, but only by a written document signed by both parties.

16. Severability.

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of the remainder of this Agreement.

17. Survival of Requirements.

Unless otherwise authorized in writing by the Grants Administrator, the terms and conditions of this Agreement shall survive the Period and shall continue in full force and effect until the Grantee has completed, and is in compliance with all of its requirements.

18. Waiver.

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any

default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

19. Force Majeure.

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

20. Assignment.

This Agreement and the obligations, duties and undertakings of the Grantee described herein may not be assigned or delegated by the Grantee without the express written consent of the Grants Administrator, and any attempted assignment or delegation without such consent shall be void.

21. Sublet or Assignment of Agreement.

The Grantee, its subsidiaries, affiliates, agents, sub-grantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of Grants Administrator. The Grants Administrator reserves the right to reject any subcontractor or sub-grantee after notification. The Grantee must provide the Grants Administrator with a copy of any executed subcontract or accepted subcontractor bid for the purpose of administering this Agreement that relates to activities funded by the Grant. The Grantee shall be responsible for all matters involving any subsidiary, affiliate, subcontractor or sub-grantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or sub-grantee. The Grants Administrator bears no responsibility for subcontractor or sub-grantee compliance, performance, or dispute resolution hereunder.

22. Reimbursement of Funds.

The Grantee shall return to the Authority any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, such amount shall be deducted from subsequent payments due to the Grantee under this Agreement. The Grantee understands

the Authority may seek to recover such funds by any other legal means, including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Authority for any disbursed Grant funds that are reasonably determined by the Grants Administrator to have been misused or misappropriated by Grantee. Any reimbursement of funds shall be due within forty-five (45) days after the Grants Administrator gives written notice to the Grantee.

23. Program Income.

Program income means gross income received by the Grantee which is directly generated from the use of the Grant funds, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all grant funds obtained from the Trust Fund; and proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on program income pending its disposition.

Program income earned in excess of the amount needed to finance the Grantee be deducted from total claimed costs. The Grantee must specify the amount of the excess in the comment box on the Expenditure Report.

The Grantee agrees that all program income will be recorded. If at any time changes in the use of program income are considered, the Grantee must submit a plan detailing the proposed uses of program income to the Trust Fund for approval. Should the Grantee decide following Agreement close out to discontinue using program income for such purposes, the Grantee agrees to return the program income balance and any additional program income accrued to the Trust Fund within thirty (30) days of the close of the grant.

24. Financial Management.

The Grantee agrees to maintain a financial management system which complies with standards established by the Grants Administrator to assure that funds are spent in accordance with State and federal law.

25. Audit Requirement.

The Grantee shall conduct an annual, single, or program-specific audit. The audit shall be performed by an independent auditor in accordance with generally accepted government auditing standards. The audit shall include

funds disbursed from the Trust Fund and expended by the Grantee.

Records of the Grantee, sub-grantee, if any, and contractors relating to this Agreement shall be made available for review or audit upon request by the Grants Administrator or its duly authorized representatives.

26. Legal Relations And Indemnification.

The Grantee will at all times comply with and observe all federal and State laws, and published local laws, ordinances, and regulations which are in effect during the Period and which in any manner affect the Grantee's work or conduct.

The Grantee will indemnify and hold harmless the Grants Administrator and the City and all of their respective officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its employees or agents, in performing work under this Agreement. The Grantee agrees to indemnify and hold harmless the Grants Administrator and the City and all of their respective officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and sub-grantee(s) to perform services or otherwise to supply products or services. The Grantee shall also hold harmless the Grants Administrator and the City for any audit disallowances related to the allocation of administrative costs under this Agreement, without regard to whether the audit is ordered by federal or City agencies or by a court.

27. Applicable Law.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA. If any provisions of this Agreement shall be prohibited by or invalid under State law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions of this Agreement. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any court costs, attorney's fees and other amounts owed hereunder, shall be brought in the Superior Court of Fulton County. **THE GRANTEE HEREBY CONSENTS TO PERSONAL AND SUBJECT MATTER JURISDICTION AND VENUE IN THE SAID SUPERIOR COURT, AND WAIVES ANY DEFENSES THAT GRANTEE OTHERWISE MIGHT HAVE RELATING THERETO.**

28. Disclosure: City of Atlanta Public Officials And Employees.

The Grantee will not engage the services of any person or persons now employed by the City, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the Grants Administrator and the employer of such person or persons.

29. Captions.

The captions in this Agreement are for the convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

30. Authority To Sign Document.

Each person signing this Agreement on behalf of the Grantee certifies and attests that the Grantee's Articles of Incorporation, Bylaws, Charter, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Grantee, on whose behalf each such person is executing this document and that such authority extends to any and all subsidiaries, affiliates and successors referred to herein or to which this Agreement relates.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date set forth above.

FOR THE GRANTS ADMINISTRATOR:

By: _____
Natasha A. Harrison
President and CEO
CommunityBuild Ventures, LLC

Date

FOR THE GRANTEE:

Organized Neighbors of Summerhill

By: _____
Cheryl Turner, President

Date

Attachments:

Exhibit A – Approved Proposal with Budget and Budget Narrative

Exhibit B – Expenditure Report Template and Guidelines

Exhibit C – Budget Modification Guidelines

Exhibit D – Program Modification Guidelines

Exhibit E – Initial Grant Distribution Form

Exhibit F – Grant Distribution and Reporting Form

Exhibit G – Reporting Due Dates