

Grant Agreement

TODAY'S DATE

02/16/2024

CONTACT NAME:

Elizabeth Murphy

EMAIL

eameads@gmail.com

FRIENDS OF THE PARK GROUP NAME

Friends of Dekalb Memorial Park

PARK / GREENSPACE NAME

Dekalb Memorial Park

AWARD AMOUNT

\$46,500.00

Grantee, sometimes referred to as you herein, and Park Pride hereby agree to all terms below:

1. Project

- a. Subject to Grantee's full compliance with all terms hereof, Park Pride agrees to provide a grant to Grantee of not more than the amount above to implement Park Pride Grant Project as described above.
- b. Without affecting Grantee's obligations set forth herein, Park Pride agrees to release grant funds, as project expenses are incurred upon receiving the following from the Grantee (final 10% will be held until receipt of the final report):
 - i. Press Release (required for initial disbursement of funds except Small Change grants);
 - ii. Supporting documentation of Matching Funds raised and spent;
 - iii. Complete Request for Funds form; and
 - iv. Invoices, receipts, or purchase orders to support the Current Request.
- c. To implement Park Pride Grant Project for your park(s) as outlined in the proposal submitted by you, the Grantee agrees to fully comply with all requirements set forth by Park Pride, including without limitation:
 - i. Project has gone through all required permitting and received all necessary approval prior to start of construction. Parks in the City of Atlanta will receive a Notice to Proceed from the Department of Parks and Recreation when these requirements have been satisfied.
 - ii. Park Pride must receive Signed Grant Agreement prior to start of project.
 - iii. Grant representative must attend Grant Award Orientation.
 - iv. Project must be completed within 6 months for Small Change Grant, 12 months (grant award \$50,000 or less) or 18 months (grant award more than \$50,000).
- d. Notwithstanding the foregoing, Park Pride reserves the right to set specific requirements for the project, including timeline and documentation requirements.

2. Compliance

- a. Grantee shall fully comply with all City/County regulations during workdays, and other obligations imposed by a governmental entity. This includes, but is not limited to, adherence to safety standards, permits, and local ordinances.

3. Budget

- a. Grantee acknowledges that budgeting and other financial aspects are material to award of any grant by Park Pride. Without limiting the generality of the foregoing, Grantee agrees:
 - i. All matching requirements must be adhered to on a 1:1 or other basis as determined by Park Pride.
 - ii. Volunteer labor to complete any project task can count as In-Kind Matching Funds no greater than the amount a

professional would charge for the work.

iii. Any significant changes in scope that affect the budget requires the prior written approval by an authorized representative of Park Pride.

iv. The approved budget is appended to the agreement and will be used to review all requests for funds. Deviations may increase the processing time for disbursements.

b. The Grantee shall not use any portion of funds to do any of the following; (i) participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; (ii) induce or encourage violations of law or public policy; (iii) cause any private inurement or improper private benefit to occur; or (iv) take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code or that may jeopardize Park Pride's tax-exempt status or reputation.

4. Reporting & Documents

a. Grantee shall provide electronic copies of before & after photos from the same view/perspective (JPEG format, minimum 300dpi, 600dpi+ preferred).

b. Grantee shall submit progress report(s) and a final report, each in a form satisfactory to Park Pride, by the Grant Activities Deadline listed above.

5. Notification

a. Grantee shall notify Park Pride in the case of:

i. Any change in key personnel of the project or Grantee

ii. Any change in contact information

iii. Significant changes to the project scope, timeline, or budget.

iv. Any other development that may significantly affect the project

b. Grantee shall notify Park Pride at least 8 weeks in advance in the case of:

i. Groundbreaking events

ii. Ribbon cutting events

iii. Other important milestones

iv. Event collateral to be published

v. Permanent signage and/or sponsor recognition

c. In the event Grantee fails to properly notify Park Pride, Park Pride may delay disbursement of funds until project processes have been appropriately coordinated as well as take any other actions it deems necessary.

6. Communications & Media

a. Grantee shall participate in informal email and phone check-ins initiated by Grants Administration.

b. Grantee shall include Park Pride mention or logo in any list of contributors, signage, press releases, flyers or other event collateral related to the project.

c. Grantee shall contact Park Pride for official logos and approval of use at the then current email address listed on Park Pride's website or through a contact person of Park Pride for the project.

d. All intellectual property rights of Park Pride, including any derivatives therefrom, shall remain and be the exclusive property of Park Pride.

7. Indemnification

a. The Grantee agrees to indemnify, defend, and hold harmless Park Pride, along with its officers, agents, and employees (collectively, "Indemnitees"), from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees and costs of defense, arising out of or in any way connected with any act or omission of the Grantee or their agents under this Agreement. This includes, but is not limited to, claims for damages or injuries to persons or property.

b. The Grantee shall promptly notify Park Pride of any claim or legal action brought against Indemnitees in connection with the performance of this Agreement. The Grantee shall fully cooperate with Park Pride in the defense of any such claim or legal action.

8. Termination

a. This Agreement shall terminate upon completion of the project, unless sooner terminated by Park Pride upon the occurrence of one of the following; (i) the Grantee fails to abide by any terms and conditions of this Agreement; (ii) the continuation of the project or the fulfillment of this Agreement becomes incompatible with any legal requirements or obligations; or (iii) the Grantee fails to make substantial progress in the project as per the timelines and milestones outlined in this Agreement.

b. Upon termination of this Agreement by Park Pride under these conditions, any obligations for the release of the remaining grant funds shall cease, and Park Pride shall be relieved of any further commitments under this Agreement.

9. Miscellaneous

- a. Each provision of this Agreement shall be separately enforceable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.
- b. All notices, consents, waivers, and reports required under this Agreement shall be in writing and addressed to the other party at its address set forth in the project documentation. Notices may be delivered by personal delivery, nationally recognized overnight courier, certified or registered mail, or email. All notices shall be deemed given on receipt by the receiving party.
- c. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Any disputes arising from this Agreement shall first be attempted to be resolved cooperatively, with legal action as a last resort in a court of competent jurisdiction in the State of Georgia.
- d. This Agreement may not be amended or modified, except in writing signed by both parties.
- e. No waiver of any provision shall be effective unless in writing and signed by the waiving party.
- f. The Grantee shall not assign or subcontract any of its rights or obligations under this Agreement without prior written consent from Park Pride.
- g. This Agreement, along with any exhibits and attachments, constitutes the entire agreement between the parties on this subject matter.
- h. This Agreement may be executed in counterparts, each considered an original, but together constituting the same instrument.

PROJECT DESCRIPTION

The DeKalb Memorial Park playground redesign expansion which includes a basket swing, a musical area, and playcubes.

GRANT DEADLINE

01/31/2025

UPLOAD APPROVED BUDGET

- [2024_DeKalb-Memorial_Approved-Budget.pdf](#)

SIGNATURE OF CONTACT PERSON



PRINTED NAME OF CONTACT PERSON

Elizabeth Murphy

PRINTED NAME AND TITLE OF PARK PRIDE REPRESENTATIVE

Kayla Altand, Director of Grantmaking & Fiscal Sponsorship