

Agreement for Development of a Mini-Pitch Soccer Field
and
Disbursement of Grant Funds

THIS AGREEMENT FOR DEVELOPMENT OF MINI-PITCH SOCCER FIELD AND DISBURSEMENT OF GRANT FUNDS (“Agreement”) is made and entered into as of the date of the last Party to sign (the “effective Date”), between Greater Dalton Chamber Foundation, a 501(C)(3) Non-Profit Organization (“Chamber”), and The City of Dalton, Georgia, a political subdivision of the State of Georgia (“City”). The parties hereto are sometimes referred to individually as a “Party” or collectively as the “Parties”.

Background:

WHEREAS, Chamber submitted a “GA100 Program Grant Application” to the Atlanta United Foundation (“AUF”), in partnership with the Local Initiatives Support Corporation (“LISC”), to install a mini-pitch soccer field at the Mack Gaston Community Center; The Grant is being provided to the Grantee, The Chamber, to create a mini-pitch soccer field at the Mack Gaston Community Center. The area surrounding the Mack Gaston Community Center is the priority focus of neighborhood revitalization efforts that are being identified through BGD's revitalization strategy in partnership with the City of Dalton.

WHEREAS, a letter dated October 25, 2023 signed by the Mayor, the City authorized the application submittal as required by the AUF and LISC, which included funding a local share of the project cost if awarded, in the amount of \$100,000;

WHEREAS, The Chamber, with support from The of Dalton, applied to LISC for a grant to build a mini-pitch soccer field to be located within a City Park – Mack Gaston Community Center (the “Project”);

WHEREAS, The City is the fee simple owner of certain real property located 218 N Fredrick St, Dalton, GA, 30720, known as Mack Gaston Community Center, which is the location for the Project, as more particularly shown in Exhibit “A,” attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, LISC approved the grant in the amount of \$100,000.00 (“Grant Funds”), with certain terms and conditions to be met for receipt and disbursement of the Grant Funds as contained in the grant award documents dated April 22, 2024 (“Grant Award”), the details of which are more fully set forth below;

WHEREAS, one of the conditions for receipt and disbursement of the Grant is that the Project’s total cost must be no less than \$200,000.00;

WHEREAS, the estimated total cost of the Project is \$ 203,300.00

WHEREAS, City agrees to contribute funds to meet the local share requirements of \$100,000.00

WHEREAS, City also agrees to contribute funds in the amount of the difference between the estimated cost and the Project and the Grant Funds

WHEREAS, The Chamber has determined that sponsorship of, and participation in, the Project is consistent with its goals, and desires to enter this Agreement with the City for the implementation and construction of the project;

WHEREAS, The Chamber to Serve as fiscal agent for Receipt and Disbursement of Grant Funds. As a condition of the Grant Award, the Chamber shall serve as the fiscal agent responsible for receiving the Grant Funds from LISC and distributing the Grant Funds to Contractors through the Construction Process

WHEREAS, The Chamber, by entering this Agreement, certifies, represents and covenants to the City that it has met, or will at the appropriate time(s) meet, the Grant Terms and Conditions set forth in the Grant Award;

WHEREAS, The Chamber shall deliver to LISC an executed copy of this agreement within ten (10) days of the Effective Date;

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Whereas Clauses are Part of this Agreement.** The foregoing clauses that begin after the word “**WHEREAS**” are believed to be true and correct and are made an express part of this Agreement.
2. **The Chamber to Serve as fiscal agent for Receipt and Disbursement of Grant Funds.** As a condition of the Grant Award, the Chamber Shall serve as the fiscal agent responsible for receiving the Grants Funds from LISC and distributing the Grant Funds to the selected contractors. The Chamber shall establish a designated financial account to hold and from which to disburse the Grant Funds as authorized by the Grant Award and this Agreement (“Project Account”). The Chamber shall follow the disbursement procedures required by LISC and by this Agreement, as are set forth in **Exhibit “B,”** attached hereto and incorporated herein by reference. Disbursements from the Project Account will be restricted to the implementation of the Project only.
3. **Description of the Project/Scope of Work.** The Project shall consist of the following: the installation of a 60-foot by 120 foot mini-pitch soccer field to be located at the Mack Gaston Community Center in the area delineated on Exhibit “A,” and as more fully detailed in the Scope of Work, listed on Exhibit “C,” attached hereto and incorporated herein by reference (“Scope of Work”). No material changes will be made in the Scope of Work without the prior written agreement of the Chamber and the City and if appropriate, a written change order, as well as the written consent of LISC.
4. **The City to Serve as Project Manager.** The City will serve as the Project Manager on the Project and will be responsible for coordinating the installation of the Project. Responsibilities of the Project Manager will include the following:
 - a. Coordinate the installation requirements of a 60’x120’ mini-pitch soccer system with qualified contractors;
 - b. Obtain the services of a qualified installer and electrician for installation of the mini-pitch and electrical work;

- c. Coordinator with Musco Lighting installers to install all necessary site amenities included in the project;
- d. Submit all required reports under the terms of this Agreement;
- e. Submit for Grant Fund disbursement under the terms of this Agreement and the Grant Award

The City designates Will Chappell, Dalton Parks and Recreation Assistant Director, to act as the Project Manager for the Project. The Project Manager shall act as the primary contract with the Chamber, and is authorized to submit invoices and sign disbursement requests for the Project.

- 5. Records.** The Chamber and the City will each maintain copies of all financial records related to the Project according to generally accepted accounting principles and terms and conditions this agreement.
- 6. Duration of Project and Term of Agreement.** The Project is expected to be completed by February 28, 2025. The Term of this Agreement shall begin on the Effective Date and shall terminate on the date that the Project is complete as determined by the Project Manager, unless otherwise terminated earlier as provided in this Agreement, provided however, that any terms in this Agreement that by their nature are intended to survive the termination of this Agreement shall so survive.
- 7. Termination.**
 - a. The City may terminate this agreement if The Chamber fails to secure receipt of the Grant Funds from LISC into the Project Account for disbursement. Should this occur, the City shall have no obligation to begin construction.
 - b. The Chamber may terminate this agreement if the City is in breach of any material obligations under this Agreement, after written notice to the City and a reasonable opportunity to cure same.
- 8. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and must be sent by hand delivery, by certified or registered mail, return receipt requested, postage prepaid, or by recognized overnight courier, to the Party's address set forth in this Section or at any other address the Party specifies in writing.

If to The Chamber	Jason Mock, President and CEO Greater Dalton Chamber Foundation 100 Hamilton Street Dalton, GA 30720
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If to The City	Andrew Parker, City Administrator City of Dalton 300 W. Waugh Street Dalton, GA 30720
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- 9. Miscellaneous.**
 - a. Entire Agreement; Modification.** Except as otherwise provided herein, this Agreement and the included Exhibit(s) constitute the sole agreement of the Parties with respect to its subject matter and supersedes any prior written or oral agreements or communications between the Parties respecting the subject matter of this

Agreement. This Agreement may not be modified except in writing signed by all Parties.

- b. No Waiver.** If any Party fails to require any other Party to perform any term of this Agreement, that failure does not prevent the Party from later enforcing that term. If any Party waives another Party's breach of a term of this agreement, that waiver is not treated as waiving a later breach of the same term.
- c. Successors and Representatives.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, personal representatives, successors, and assignees.
- d. Severability.** IF any part of this Agreement is for any reason held to be unenforceable, the remainder of this Agreement remains fully enforceable.
- e. Construction.** Unless the context requires otherwise, "including" means "including but not limited to." Headings are for convenience only and do not affect the interpretation of this Agreement. This Agreement has been Negotiated by the Parties. Any law requiring an agreement to be construed most strictly against its drafter will not apply.
- f. Applicable Law.** Georgia law applies to this Agreement, without regard for any choice-of-law rules that might direct the application of another jurisdiction's laws.
- g. Counterparts.** This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which constitute one Agreement.
- h. Assignment.** This Agreement may not be assigned by the Parties without the prior written consent of all Parties. Any such assignment shall be in writing and shall include an assumption by the assignee thereof of the assignor's obligations hereunder.

{SIGNATURES BEGIN NEXT PAGE}

The Parties have executed and sealed this Agreement as of Effective Date.

Greater Dalton Chamber Foundation

Jason T. Mock
Jason Mock, President and CEO
Greater Dalton Chamber Foundation
100 Hamilton Street
Dalton, GA 30720
Date: 7/3/2024

City of Dalton

Annalee Sams, Mayor
City of Dalton
300 W. Waugh Street
Dalton, GA 30720

Date: _____

City Clerk

EXHIBIT "A"

MACK GASTON COMMUNITY CENTER SITE MAP



EXHIBIT "B"

DISBURSEMENT REQUIREMENTS

One disbursement of \$60,000 will be made upon the following conditions being met:

- 1a. A completed Grant Agreement signed by the Grantee returned to LISC's Grants and Contract Management department;
- 1b. LISC's Program Officer's receipt and approval of the Grant Financial Report (Attachment B of Grant Agreement).
- 1c. Receipt and approval of AIA Form A101, Standard form of Agreement (or another document approved by LISC) between Greater Dalton Chamber Foundation and Contractor, for the construction work to the mini- pitch soccer field located at the Mack Gaston Community Center.
- 1d. Receipt and approval by LISC of color photographs depicting the current conditions of the athletic field/designated area for the mini- pitch soccer field.
- 1e. Finalized budget detailing cost of labor and materials, funding sources and uses.
- 1f. Finalized project timeline.
- 1g. Invoices for the construction work that has commenced or has been completed to date for the mini-pitch soccer field located at the Mack Gaston Community Center.
- 1h. Official architectural renderings of the project.

Conditions Precedent to Second Disbursement in the amount of \$40,000

- 2a. Receipt and approval by LISC of AIA Form G702, Application and Certificate of Payment (or similar document approved by LISC) for construction work of the mini- pitch soccer field located at the Mack Gaston Community Center in an amount of no less than \$25,000.
- 2b. Receipt and approval of AIA Form G704, Certificate of Completion (or similar document approved by LISC) for construction work of the mini- pitch soccer field, authorized, and approved by Greater Dalton Chamber Foundation
- 2c. Receipt of color photographs depicting the completed mini- pitch soccer field located at the Mack Gaston Community Center.
- 2d. Finalized invoices for construction work completed for the mini-pitch soccer field at the Mack Gaston Community Center.
- 2e. LISC's Program Officer's receipt and approval of the Grant Financial Report (Attachment B of Grant Agreement).

EXHIBIT “C”

SCOPE OF WORK

A. BASIC INFORMATION AND REQUIREMENTS

The project will encompass a 60x120 mini-pitch soccer court at Mack Gaston Community Center. It will be constructed in a single phase, included necessary utilities for lighting. The project scope includes: Construction of a concrete pad, installation of necessary utilities for lighting, surfacing the acrylic coat, installation of a prefabricated mini-pitch system, installation of LED light.

The contractors selected for this project will work closely with the Owner to construct the project. The construction budget includes all costs associated with a turnkey project. The project shall be constructed within the established budget.

B. CONSTRUCTION PHASE

- a.** Assume responsibility for the site and construction of the project.
- b.** Maintain qualified and sufficient on site and support staff.
- c.** Manage the work of selected subcontractors.
- d.** Maintain and update the project schedule.
- e.** Schedule and coordinate all work with selected subcontractors.
- f.** Identify and implement means and methods required for the construction.
- g.** Implement and maintain site safety efforts.
- h.** Conduct and record minutes of meetings with subcontractors and Grantor officials as necessary.
- i.** Coordinate construction efforts and final connections and approvals with utility service providers for the project.
- j.** Submit monthly reports to the Grantee (The Chamber) and Grantor (LISC) detailing actual progress vs. planned progress, costs expended to date and cost projections, planned work for the upcoming month, disputes, quality issues, etc.
- k.** Review subcontractor payment requests and make recommendation for approval and submittal to Fiscal Agent for timely payment.
- l.** Perform close out activities including the assembly of warranties, guarantees, operations and maintenance manuals, training, and other close out documents.
- m.** Prepare and maintain record documents.