



# Legacy Foundation of Southeast Arizona

Promoting Population Health and Community Wellness Throughout Southeast Arizona

December 5, 2023

City of Douglas  
Attn: Daritza Villalobos  
425 E. 10<sup>th</sup> Street  
Douglas, AZ 85607

Dear Ms. Villalobos,

On behalf of the Board of Directors of the Legacy Foundation of Southeast Arizona (the Foundation), I am pleased to inform you that grant funding totaling \$50,000 has been approved for the City of Douglas Outdoor Fitness Gym project. The approved funding must be used specifically for this project and any changes from the approved project must be submitted to the Foundation for review and approval. The Foundation is proud to be a partner with you in this Program which we believe is well aligned with the Foundation's charitable mission.

The grant is subject to the Legacy Foundation's requirements and your organization's execution of the attached Grant Agreement. Your acceptance of this grant and the executed Grant Agreement will constitute your agreement with these requirements.

Once you have reviewed the enclosed Grant Agreement, please sign and return it to the Foundation within fourteen days of receipt of this letter. By doing so you acknowledge your agreement with all of the grant funding terms and conditions. You can either mail the agreement to our office, drop it off, or email it to [becky.smyth@lfsaz.org](mailto:becky.smyth@lfsaz.org).

We are impressed with the work of the City of Douglas and congratulate you on your leadership and commitment to this Program. We look forward to working with you to make this project a complete success for the benefit of the community served.

Sincerely,

Margaret Hepburn, RN, MS, FACHE  
Chief Executive Officer

Enclosure:  
1. Grant Agreement

*PO Box 1089, Sierra Vista, AZ. 85636  
Phone 520-335-6015 Fax 520-335-8566*

## **GRANT AGREEMENT**

This Grant Agreement is executed by and between the Legacy Foundation of Southeast Arizona (the “Foundation”) and the undersigned organization (“you” or “your organization”) and is effective as of the last date appearing adjacent to the signature lines below.

### **GRANT TERM**

The grant funding period for this grant is one year as represented in the grant application, commencing on the date the check is issued, and is restricted to the City of Douglas Outdoor Fitness Gym project.

### **REPORTING**

As a condition of the grant, you are required to:

1. Provide a final report at the end of the project.

The types of items you should include in the report are:

- Detailed information on how the grant funds were used.
  - The Financial status of the project and your organization.
  - Client statistics, including how the grant improved the lives of the clients.
  - Performance related to the stated goals in the grant application.
  - Accomplishments, challenges and community impact of the project identified in your application.
  - Course corrections taken.
  - Statements from your staff and/or clients regarding their observations and evaluations of the accomplishments and community impact of the project.
  - Future plans regarding the project and your organization.
  - A summary of how all grant funds were expended in form and detail acceptable to the Foundation.
2. From time to time, the Foundation may request additional information such as an interim report as we believe is necessary or appropriate. You may also be asked to present an in-person report to the Legacy Foundation of Southeast Arizona’s Philanthropy Committee or the full Board of Directors.

## **SITE VISITS**

Throughout the term of the grant, periodic site visits by staff and Directors of the Legacy Foundation of Southeastern Arizona may be scheduled.

## **PUBLICITY AND COMMUNICATION**

The Foundation, if it chooses to do so, may:

- Make public disclosure of the amount and purpose of the grant and the identity of your organization as the recipient.
- Request Program event notices and reports during the grant funding period and request to be included in your mailing and event invitation lists.
- Ask that the Foundation have the opportunity to periodically have a representative attend Program-related meetings and events.
- Require that any external communications and publicity relating to the Program must include a standard public statement such as the following or another mutually agreeable similar statement:

*“This [Program name] is funded as a result of generous financial support from the Legacy Foundation of Southeast Arizona, which is an Arizona charitable organization whose philanthropic mission is to promote population health and community wellness throughout Southeast Arizona.”*

- Require any public news releases or printed materials that include the name of the Foundation in stated text which would deviate materially from this sample standard public statement must be reviewed and approved by the Foundation prior to submission to the media or printer. Also, it is requested of the Program to provide the Foundation with copies of all Program-related news releases, media, articles, newsletters and brochures.
- Whenever possible, “Funded by the Legacy Foundation of Southeast Arizona Grant” should be displayed by the organization.

No principle/agent, partnership, or joint venture relationship is created by this grant or otherwise, nor should any be implied in the news releases or otherwise.

## **GRANT FUNDING CONDITIONS**

1. It is mutually understood and agreed that as continuing conditions of the grant funding:
  - a. Your organization will give the Foundation prompt written notice of any material change in the Program and that grant funding will be utilized and restricted for the sole purpose of funding the Program for which the Foundation Board has given its approval.

- b. You represent to the Foundation that:
- (i) your organization is and for the term of the grant will remain in good standing under the laws of the State of Arizona;
  - (ii) currently, and through the term of the grant, will be an eligible recipient as set forth in section e below; and
  - (iii) the Program is in alignment with the purpose of your organization as stated in its Articles of Incorporation and Bylaws, that there are no applicable restrictions to those documents, and that you will provide to the Foundation (on request) copies of those documents with all current amendments, if any.
- c. Without Foundation written approval to do so, the grant funding must only be used for the restricted purposes; and may not be used at any time to directly or indirectly support, sustain, or benefit any purposes other than those listed in your grant application.
- d. Your organization must notify the Foundation if any portion of the grant is not expended at the completion of the project or the end of the period and must immediately return the unexpended funds to The Foundation.
- e. None of the grant funding is to be used for any private benefit, lobbying or political campaign purposes.
- f. The grant is being made on the condition that:
- (i) your organization is, and for the term of the grant funding will remain, an eligible recipient, defined as:
    - An organization recognized as tax-exempt under Section 501(c)(3) and classified as a public charity (other than a Type III nonfunctionally integrated supporting organization);
    - An organization recognized as tax-exempt under Section 501(c)(3) and classified as a private operating foundation; or
    - A government entity described in Section 170(c)(1) and the grant will be used exclusively for public purposes; and
  - (ii) there is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your organization's tax-exempt status.
- g. Your organization will immediately notify and consult with the Foundation if the tax status of your organization or the Program changes.
- h. This funding is contingent on your organization remaining as the sponsor of the Program and that any proposed change in such sponsor must be approved by the Foundation. Your organization may not assign or otherwise transfer the rights or obligations of your organization under this grant.

- i. Your organization agrees to maintain adequate books and records relating to the Program and that the Foundation will have the right to inspect them upon reasonable notice.
  - j. Your organization is required to purchase and maintain at all times appropriate levels of Property/Casualty, Premises and General Liability, and Directors and Officers Liability Insurance coverage and provide evidence of such insurance (upon request) to the Foundation.
2. Prior to the Foundation advancing any funds under the grant, your organization must appoint an individual to act as principal contact person for notices and other communications from the Foundation to your organization regarding this grant funding. Your organization may change its contact person at any time by written notice to the Foundation.
3. All notices from your organization to the Foundation must be in writing and either mailed via United States First Class Mail to the Legacy Foundation of Southeast Arizona, Post Office Box 1089, Sierra Vista, Arizona 85636 or delivered in person to the Foundation's office at 302-01 El Camino Real, Sierra Vista, Arizona.
4. The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant funding or to require a total or partial refund of any grant funds if, in the Foundation's sole discretion, such action is necessary: (i) because your organization has not fully complied with the terms and conditions of this grant; (ii) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; (iii) to comply with the requirements of any law or regulation applicable to your organization, the Foundation or this grant; or (iv) to avoid potential controversy or embarrassment to the Foundation.
5. To the fullest extent permitted by law, your organization agrees to defend, indemnify, and hold the Foundation, its officers, directors, affiliates, employees, and agents, harmless from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of your organization, its employees or agents, in applying for or accepting the grant, in expending or applying grant funds, or in carrying out the project as set forth in the proposal.
6. This document constitutes the entire Foundation Grant Agreement with your organization as to its subject matter and any modifications must be in writing signed by an authorized representative of each of the parties and is for the exclusive benefit of your organization and the Foundation, and not for the benefit of any third-party, including without limitation, any partner, employee or volunteer of your organization.

7. By signing this agreement, you certify you are an authorized officer of your organization and, as such, are authorized to accept this grant on behalf of your organization, to obligate your organization to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of your organization all grant agreements, representations, receipts, reports and other instruments of every kind.

**PAYMENT TERMS:**

Once the signed grant agreement letter is returned to the Foundation and all of the due diligence and other requested documentation is received, reviewed and approved by the Foundation, the grant funding will be issued as specified in this agreement.

- \$50,000 to be paid on January 24, 2024

Agreed and Approved:

CITY OF DOUGLAS  
Name of Organization

Signed by an officer of the grantee duly authorized by its Board to sign this agreement.

By: \_\_\_\_\_  
Print Name Signature

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Margaret Hepburn, RN, MS, FACHE Date  
Chief Executive Officer  
Legacy Foundation of Southeast Arizona