

STATE OF LOUISIANA
Department of Economic Development

LOUISIANA DEVELOPMENT READY COMMUNITY
GRANT AWARD AGREEMENT

with
CITY OF WEST MONROE

Be It Known, that this Louisiana Development Ready Community (LDRC) Grant Award Agreement (Agreement) has been entered into and is effective as of the 1st day of July, 2024, by and between **Louisiana Economic Development** (hereinafter sometimes referred to as “LED” or “State”), (a Louisiana State Agency), LaSalle Building, 617 North 3rd Street, 11th Floor, P. O. Box 94185, Baton Rouge, LA. 70804-9185, and **City of West Monroe**, 2305 N. 7th St., West Monroe, LA 71291 (hereinafter sometimes called “the City” or “Grantee”), (a municipality of Ouachita Parish) who have entered into this LDRC Grant Award Agreement (sometimes herein called “agreement” or “contract”) under the following terms and conditions.

(LED and the City of West Monroe are collectively referred to herein as “Parties”, and each singularly is referred to herein as a “Party”).

1. Introduction

LED and Grantee enter into this Agreement as a service to the public and in support of their common goals for the residents of the community and the economic development for the State of Louisiana.

The parties intend, with this Agreement, to provide for the circumstances under which LED may disburse awarded funds to Grantee as a Louisiana Development Ready Community Grant recipient under the terms and conditions herein.

The Louisiana Development Ready Community Program Grant (Grant) has been established to support selected Louisiana towns, villages, cities, or parishes to become development ready by creating and implementing a strategic community and economic development plan to address grant writing and matching funds, education, workforce development, infrastructures, leadership, and marketing communications (collectively called “projects”). The LDRC Grant is to be used to reimburse the Grantee for funding used toward such projects that are dedicated to community development. This Louisiana Development Ready Grant Award is being funded by LED funds, managed by LED.

Recitals

Based upon the application received and supporting documentation, applicant is eligible for the following:

Grant Type:	Louisiana Economic Development Ready Community Grant
Total of LDRC Grant Award:	\$ 10,000.00
Payment (100% at the end of the project):	\$ 10,000.00

IN CONSIDERATION OF THE FOREGOING RECITALS, the parties agree as follows:

2. Conditions of Grant

LED Funds provided through this Grant Award Agreement are based upon the Grantee's project and the completion of the project. The grant will provide funding on a reimbursement basis, in adherence with the Grant's requirements. All projects shall be completed between **July 1, 2024 – June 30, 2025**.

3. Goals and Objectives

The **Goal** of this Agreement is for the Grantee to receive the awarded grant of \$10,000.00, from LED, in support of the Grantee's project to grow and enhance the community's development.

The **Objectives** of this Agreement are the Parties shared commitment to foster economic growth and enhance opportunity with the community, by advancing specific initiatives that will contribute to the development and prosperity of the community.

4. Performance Measures

Performance Measures for this Agreement shall include the Grantee's timely and successful completion, submission and performance of the following:

- (1) Grantee's initiatives, activities, performance of services and achievements towards the completion of the project to **improve the infrastructure of two outdoor recreational sites, Kiroli Park and Highland Park Wetland Trails.**
- (2) Grantee's attainment of the Parties' goals, consistent with the provisions, goals and objectives of this Agreement.

5. LED's Contract Monitor

The Secretary of LED, or a designee, will designate and may change from time to time, without any need to obtain Grantee's approval, one or more persons on staff to act as the LED's project representative or as the "Contract Monitor" for this project, to provide liaison between the Grantee and the LED, and to perform various duties which are specifically provided for in this Agreement. Any change in the Contract Monitor shall not require any amendment to this Agreement. The Contract Monitor for this Agreement is: **Nikita Deloach, Special Projects Officer**. The Grantee agrees to the State's monitoring through the LED's Contract Monitor, including monitoring of documentation and project inspections, if needed. Any approval by the Contract Monitor required by this Agreement may also be provided by the LED Secretary or a designee. The Secretary reserves the right to deny approval or countermand an approval by the Contract Monitor.

6. Monitoring Plan

During the term of this Agreement, authorized representatives of the Grantee shall discuss with LED's Contract Monitor the progress and results of the Grantee's activities, project, ongoing plans, and any deficiencies noted, and any other matters relating to the project. LED's Contract Monitor shall review and analyze Grantee's plans and support documentation to ensure Grantee's compliance with Grant's requirements; and shall:

- A. Contact Grantee for further detail, information or documentation when necessary;
- B. Assure Grantee's invoice is in compliance with the approved budget or allocations of LED funds, in accordance with the awarded Grant; and
- C. Coordinate with LED's fiscal office for reimbursement to Grantee, and/or obtaining of any further needed documentation.

7. Payment Terms

Pursuant to the terms of the Grant, LED agrees to pay the Grantee a Reimbursement amount not to exceed the total LDRC Grant Award of **\$10,000** stated above. One payment of the Reimbursement amount shall be made to the Grantee, only on approval of LED's Contract Monitor, within fifteen (15) days after submission of Grantee's invoice and documentation supporting the items used and expenditures for projects, dedicated to the community's development.

All original documentation supporting the Grant shall be maintained by Grantee for a term of not less than three (3) years beyond the termination of this Agreement, and shall be subject to audit, as hereinafter stated.

8. Taxes

Grantee is responsible for the payment of all applicable taxes due from the funds to be received under this Agreement, to be identified under Grantee's Federal Tax Identification Number, which has been provided to LED.

9. Termination for Cause

The State may terminate this Agreement for cause based upon the failure of the Grantee to comply with the terms and/or conditions of this Agreement; provided that the State shall give the Grantee's written notice specifying the Grantee's failure to comply. If within fifteen (15) days after receipt of such notice, the Grantee shall not have either corrected such failure or, in the case of failure which cannot be corrected in fifteen (15) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Grantee in default and this Agreement shall terminate on the date specified in such notice. The Grantee may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement; provided that the Grantee shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the failure.

10. Remedies for Default

Any claim or controversy arising out of this Agreement which cannot first be resolved between the parties shall be resolved under the provisions of LA. R.S. 39:1673.

11. Non-assignability

Grantee shall not assign or transfer the awarded Grant, this Agreement, or any interest in this Agreement by assignment, transfer, novation or otherwise, without the prior written consent of LED. This provision shall not be construed to prohibit the Grantee from assigning to its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to LED. LED shall, in all cases, pay only the Grantee for the project performed hereunder; and the Grantee shall directly pay any assignments out of any payments received from the State, and shall hold harmless the State from any liability or responsibility in connection therewith.

12. Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, as well as the LED auditor shall have the option of auditing all records and accounts of Grantee which relate to this Agreement.

13. Public Liability / Indemnification

Grantee hereby agrees to protect, defend, indemnify, save and hold harmless LED, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, employees, agents and servants, including volunteers (collectively called "Indemnified Parties"), from and against any and all claims, demands, liabilities or resulting expenses (even if such claims, etc., are groundless, frivolous, false or fraudulent) arising out of injury or death to any person or the damage, loss or destruction of any property, which may occur or in any way arise out of any act or omission of Grantee, any of its officers, directors, members, employees, contractors, agents, or servants, and from any and all resulting costs, expenses and/or attorney fees incurred by Grantee, except for those claims, demands, liabilities, and expenses arising out of the wrongful acts of the Indemnified Parties.

14. State Liability

The State's liability under this Agreement shall be limited to the dollar amount of the agreed Grant Award shown in this Agreement; and LED shall not in any way be responsible for any additional monetary sums or for any actual, general, special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other or additional claims whatsoever which may be made by any party to this Agreement.

15. Term of Contract

This Agreement shall begin as of **July 1, 2024**; and the Grantee's project shall be completed by and this Agreement shall terminate on **June 30, 2025**, unless amended in writing, approved and signed by all parties.

This Agreement shall remain in effect thereafter only to the extent necessary to disburse any Grant payments payable from LED to the Grantee, or to collect payment of any reimbursement of Grant payable from the Grantee to LED, or otherwise for the exercise of any rights that may have accrued during the term of the Agreement.

16. Choice of Law

This is a Louisiana contract and all of its terms, provisions and conditions shall be interpreted and construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America. All parties hereto hereby consent and submit themselves to the exclusive jurisdiction and venue of the 19th Judicial District Court located in the Parish of East Baton Rouge, in the State of Louisiana, and to the Louisiana appellate Court having jurisdiction over such trial Court, in the event of any legal proceedings in connection with this contract; and hereby waive any and all objections based on lack of personal jurisdiction, improper venue or inconvenient forum.

17. Headings

Section headings, captions and paragraphs and their numerical and alphabetical notations, for the purposes of this contract, are solely for convenience and ease of reference, and do not define, limit or describe the scope or extent of any of the provisions of this contract.

18. Severability

To the fullest extent possible, each provision of this contract shall be interpreted in such manner as to be effective and valid under applicable law; but if any provisions of this contract shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of any other provision or any remaining provisions of this Agreement; and to this end the terms and conditions of this contract are declared severable.

19. Ambiguous Terms

Any rule of construction of contracts that provides that ambiguous terms are construed against the drafter of the contract are not applicable to this Agreement or any amendment to this Agreement.

20. Separate Counterparts

This Agreement may be executed in several separate counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same Agreement.

21. Electronic Transaction; Electronic Signatures

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction, or any amendments to this Agreement, may be conducted by electronic means; and electronic signatures of the Parties to this Agreement or any amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

22. Agreement / Amendment Approval

This Agreement, and any amendment or other modification hereto, shall not be effective until it has been approved and signed by all parties, and if required, approved by the Office of State Procurement.

23. Entire Agreement

This Agreement document, together with any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire understanding and agreement between the parties with respect to the subject matter of this Agreement; and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein. Any prior offers or agreements between the parties hereto relating to the matters of this Agreement are superseded by this Agreement, and shall cease to be in effect as of the effective date of this Agreement. The wording contained in this document shall control any variance in the wording of this Agreement with any previous or other contract, agreement, proposal, exhibit, attachment or other document.

IN WITNESS WHEREOF, this LDRC Grant Award Agreement has been signed by the undersigned duly authorized representative of the Grantee, for the uses, purposes, benefits and considerations herein expressed, on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

CITY OF WEST MONROE,
Contracting Party/Grantee

By: _____
Signature _____ (Date) _____
Printed Name: Staci A. Mitchell
Title: Mayor

IN WITNESS WHEREOF, this LDRC Grant Award Agreement has been signed by the undersigned duly authorized representative of LED, for the uses, purposes, benefits and considerations herein expressed, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

**LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT
(LED)**

By: _____
Signature _____ (Date) _____
Printed Name: Anne G. Villa
Title: Deputy Secretary

LED CONTRACT MONITOR:

Signature
Printed Name, Title: Nikita Deloach, Special Projects Officer