

GRANT AGREEMENT

Grant Cycle: Grant Cycle 2024

This Grant Agreement (the “Agreement”) is entered into effective as of August 20, 2024, by the Living Well Foundation, a Louisiana nonprofit corporation (the “Foundation”), and Grantee identified in Section 1.A. below (the “Grantee”).

I. DESCRIPTION OF GRANT

A. GRANTEE INFORMATION

Organization: City of West Monroe

EIN: 72-6001497

Project Name: City of West Monroe Police Department Vehicle

Physical Address: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

Mailing Address: (same)

Contact Person: Courtney Hornsby
(318) 396-2600
chornsby@westmonroe.la.gov

Chief Jason Pleasant
(318) 396-2600
wmpdchief@westmonroe.la.gov

Matthew Wilson
(318) 396-2600
mwilson@westmonroe.la.gov

B. GRANT PURPOSE

This project will provide for the purchase of a custom Royal Crown EV 4 seat and utility cart to provide emergency services by the police department to participants at city events.

C. GRANT OBJECTIVES

1. Provide a specialty vehicle to ensure safety and access.
2. Increase emergency services in difficult to access areas.
3. Improve the police department’s response readiness by expanding capacity for public safety services at public events and parks.

D. GRANT BUDGET: The budget for the grant (the “Grant Budget”) is attached as Exhibit A.

II. TERMS

- A. **GRANT AMOUNT:** \$13,708.00
- B. **GRANT DURATION:** August 20, 2024, through March 31, 2025
- C. **GRANT PAYMENT SCHEDULE:** Payments are scheduled as follows:

Date: September 26, 2024 Amount: \$ 13,000.00

Date: May 19, 2025 Amount: \$ 708.00

All payments are subject to satisfactory compliance with the terms and conditions of this Agreement. The amount of any payment subsequent to the initial payment may be modified by Foundation to reflect project work levels, client's services, or current expenditure rate.

D. GRANTEE REPORTING SCHEDULE

1. Final Report:

Within 30 days after the ending date of the Grant Duration, Grantee shall provide a final report to the Foundation consisting of:

- (i) A **cumulative financial report** utilizing the format required by the Foundation showing actual expenditures during the Grant Project line-by-line against the Grant Budget, with supporting documentation for grant expenses;
- (ii) A **detailed narrative summary** utilizing the format required by the Foundation reporting the achievement towards the Grant Purpose and Grant Objectives, any variances and resolutions, and all activities carried on under the grant, and the format and date of dissemination of grant findings and outcomes to the public on local, regional, or national level, where applicable;
- (iii) A **statistical summary** of programs and services provided, individuals served, and publicity surrounding grant activities; and,
- (iv) **Latest audited financial statements** (as upload or link), and as defined in II.D.2.
Cumulative Financial Report, Narrative Summary, Statistical Summary, and Audited Financial Statements Due: April 30, 2025

2. Audited Financial Statements (as upload or link):

Within 180 days after the close of the latest Fiscal Year of Grantee, Grantee shall provide audited financial statements in a form satisfactory to the Foundation, certified and signed by an authorized officer, with the audit performed by independent certified public accountants reasonably acceptable to the Foundation who issue an unqualified opinion on the financial statements. The audit will be prepared in accordance with GAAP on a consolidated basis, including balance sheets as of the Fiscal Year end, and include statements of income and retained earnings and a statement of cash flows, and set forth in comparative form the balance sheet, income statement, retained earnings, and cash flow for the preceding Fiscal Year. If the audited financial statements do not reflect an unqualified opinion, then Grantee shall provide an explanation of the deficiencies noted with such further information, explanation, or response as may be requested by the Foundation, and it shall be in the determination of the Foundation, in its sole discretion, whether the submitted financial statements are acceptable. As fulfillment of requirements, a link to the audited financial statements filed to the Louisiana Legislative Auditor shall be acceptable.

III. GENERAL CONDITIONS

A. PURPOSE AND ADMINISTRATION

The grant shall be used exclusively for the Grant Purpose and Grant Objectives specified in Sections I.B. and I.C. of this Agreement.

Grantee will directly administer the project or program being supported by the grant and agrees that no grant funds shall be disbursed to any person, organization, or entity, whether or not formed by Grantee, other than as specifically set forth in, or contemplated by, Sections I.B. and I.C. of this Agreement.

B. PAYMENTS

Grant Funds will be disbursed to Grantee as specified in Section II.C. of this Agreement. Funds expended prior to the execution of this Agreement may not be reimbursed from grant funds.

C. USE OF GRANT FUNDS

1. No part of the grant shall be used to carry on propaganda or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Internal Revenue Code).
2. No part of the grant shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Internal Revenue Code).
3. Grantee shall not use any part of the grant funds to provide a grant to an individual for travel, study, or similar purpose except under procedures which have been approved in advance by the Secretary of the Treasury or his delegate under Section 4945(g) of the Internal Revenue Code and only with prior written approval of the Foundation.

Payments of salaries, other compensation, or expense reimbursement to employees of Grantee within the scope of their employment do not constitute “grants” for these purposes and are not subject to these restrictions.

4. No part of the grant shall be used for a grant to another organization without prior written approval of the Foundation.
5. No part of the grant shall be used for other than charitable, scientific, or educational purposes, or the prevention of cruelty to children (within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code).
6. Equipment or property purchased with grant funds shall be the property of Grantee organization, subject, however, to recovery by and return to the Foundation under certain circumstances identified below. Grantee will continue to report on the use, status, and disposition of the funded equipment for 2 additional years after the end of the grant duration.
7. If the purpose of Grantee organization changes, or if the organization should cease to exist, or should grant funds or property purchased with grant funds be used other than as permitted

by this Agreement, or should the grant be terminated for any of the reasons as set forth in Section III.J., then:

- (i) Grantee shall immediately notify the Foundation; and,
- (ii) any unutilized or unexpended grant funds shall revert and promptly be returned to the Foundation; and,
- (iii) equipment or property purchased with the grant funds shall, at the request of the Foundation, promptly be delivered to the Foundation for reuse in accordance with the grant or otherwise to further the Foundation's exempt purpose.

D. BUDGET

Funds must be used by Grantee strictly in accordance with the Grant Budget, provided, however, that grantee is authorized to reallocate between the budget subsections amounts up to 10% of the budgeted amount from each of the categories of subsections Personnel, Other Expenses and Capital Expenses after written notice but without the requirement of the approval of the Foundation, but only so long as no specific line item is increased by more than 50%. Any other material changes desired to be made in the Grant Budget must be approved by the Foundation.

E. ACCOUNTING AND AUDIT

A systemic accounting record shall be kept by Grantee of the receipt and disbursement of funds and expenditures incurred under the terms of the grant, and the substantiating documents such as bills, invoices, cancelled checks, receipts, etc., shall be retained in Grantee's files for a period of not less than four (4) years after expiration of the grant period. Grantee agrees to promptly furnish the Foundation with copies of such documents upon the Foundation's request.

Grantee agrees to make its books and records available to Foundation at reasonable times, and for purposes reasonably related to the Foundation's interest in the activities of Grantee, as long as such access does not violate the rights of patients and employees and is not otherwise a violation of applicable law. Grantee will allow the Foundation to monitor and review the accounting, disbursement, financial practices, and internal audit systems of Grantee. The Foundation, at its expense, may audit or have audited the books and records of Grantee insofar as they relate to the disposition of the funds granted by the Foundation, and Grantee shall provide all necessary assistance in connection therewith.

F. REPORTS

Grantee shall provide the Foundation with the reports and information set forth in Section II.D. of this Agreement. Grantee shall send to the Foundation copies of all reports, papers, manuscripts, and other information materials which it produces that are related to the project supported by the Foundation.

The Foundation may, at its expense, monitor and conduct an evaluation of operations under the grant, which may include visits by representatives of the Foundation to observe Grantee's program procedures and operations and to discuss the program with Grantee's personnel as

long as such access does not violate the rights of patients and employees, and is not otherwise a violation of applicable law.

G. ACCESS TO AND USE OF PROJECT INFORMATION

Grantee agrees to provide the Foundation with full access, except to the extent specifically prohibited by applicable law, to any and all information developed in connection with or arising from the activities funded by this grant. To the extent Grantee may lawfully do so, Grantee authorizes the Foundation to use, reproduce, or publish, free of any charge or royalty, and to authorize others to use, reproduce, or publish, free of any charge or royalty, any and all such information, including but not limited to reports, budgets, patents, copyrighted materials, or other data. The Foundation agrees to properly attribute authorship in the use, reproduction, or publication of any information developed with these grant funds, and further agrees to include patent and/or copyright notice, in any of its publications, or any copyrighted materials.

H. PUBLIC REPORTING

Grantee shall abide by all reasonable Foundation communication guidelines. Grantee shall participate in all workshops regarding such guidelines at the invitation of the Foundation.

I. GRANTEE TAX STATUS

Grantee represents that it is currently either a tax-exempt entity as described in Section 501(c)(3) of the Internal Revenue Code and not a private foundation as described in Section 509(a), or it is an organization described in Section 170(c)(1) [government agencies], or Section 511(a)(2)(B) [state colleges and universities]. Grantee shall immediately give written notice to the Foundation if Grantee ceases to be exempt from federal income taxation under Section 501(c)(3) or its status as not a private foundation under Section 509(a) is materially changed, or its status as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially changed. Grantee agrees it will not apply the proceeds of the grant to any purposes not specified in Section 170(c)(2)(B) of the Internal Revenue Code.

It is expressly agreed that any change in Grantee's tax status or any use by Grantee of the grant proceeds for any purpose other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code will terminate the obligation of the Foundation to make further payments under the grant.

J. GRANT REVERSION AND TERMINATION

Any portion of the grant unexpended at the completion of the project or at the end of the Grant Duration and any authorized extension thereof, whichever comes first, shall be returned to the Foundation within thirty (30) days after the approval of all required reports.

The Foundation, at its sole option, may terminate the grant at any time if (i) Grantee ceases to be exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, (ii) Grantee's status as not a private foundation is materially altered, or its status as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially altered; or (iii) in the Foundation's judgment, Grantee becomes unable to carry out the Grant Purpose and Grant Objectives, ceases to be an appropriate means of accomplishing the Grant Purpose and Grant Objectives, or fails to comply with any of the conditions of this Agreement.

If the grant is terminated prior to the scheduled completion date, Grantee shall, upon request by the Foundation, provide to the Foundation a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. Grantee shall repay within thirty (30) days after written request by the Foundation all grant funds unexpended as of the effective date of termination and all grant funds expended for purposes or items allocable to the period of time subsequent to the effective date of termination.

The Foundation may require, at its discretion, repayment by Grantee to the Foundation of (i) any grant funds which were not used in accordance with the terms of this Agreement, including the Grant Purpose and Grant Objectives set forth above, and (ii) all grant funds received if Grantee materially fails to comply with the terms and conditions of this Agreement, including conditions relating to Use of Project Information and Public Reporting.

Grantee agrees to return any such funds upon demand by Foundation.

K. MULTI-YEAR GRANTS

The renewal of any multi-year grant for any succeeding period will be contingent upon evidence of adequate performance in prior year(s).

L. LIMITATION; CHANGES

It is expressly understood that the Foundation by making this grant has no obligation to provide other or additional support to Grantee for purposes of this project or any other purposes. Any changes, additions, or deletions to the conditions of the grant must be made in writing only and must be jointly approved by the Foundation and Grantee.

M. HOLD HARMLESS

In accepting a grant from the Foundation, Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the

Foundation, its officers, directors, trustees, employees and agents, 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 Grantee, its officers, directors, trustees, employees or agents, in applying for or accepting such grant, in expending or applying the funds furnished pursuant to such grant or in carrying out the program or project to be funded or financed by such grant, except to the extent that such claims, liabilities, losses or expense arise from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees or agents.

N. SPECIAL CONDITIONS

Grantee accepts and agrees to comply with the following Special Conditions (if no Special Conditions are imposed, so state):

Grantee acknowledges that the Foundation expects that Grantee will ensure that maintenance and upkeep of the equipment will be provided timely and ongoing. If for any reason, equipment is removed or considered unsafe, Grantee acknowledges that Foundation will be informed as to the status of the equipment per the terms of this agreement.

IV. MISCELLANEOUS

A. ASSIGNMENT

This Agreement shall not be assigned by Grantee in any manner or by operation of law. Any such assignment is deemed null and void.

B. SUBCONTRACT

Grantee may not enter into any subcontract to fulfill its duties and obligations under this Agreement without the express written consent of Foundation, including e-mail as an acceptable written format.

C. INDEPENDENT CONTRACTOR STATUS

In the performance of the work, duties, and obligations under this Agreement, it is mutually understood and agreed by the Parties that each Party and its agents/employees are at all times acting and performing as independent contractors. Neither Party shall have nor exercise any control or direction over the methods by which the other Party or its agents/employees shall perform work. Each Party understands and agrees that: (i) it and its agents/employees shall not be eligible to participate in any benefit program provided by the other Party for its employees; (ii) neither Party will withhold on behalf of the other Party or its personnel, employees, agents or independent contractors any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body; and (iii) that all such withholdings and benefits, if applicable, are the sole responsibility of each Party.

D. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana. Any proceeding regarding this Agreement shall be instituted and conducted in the Parish where Foundation is located. The provisions of this subsection shall survive the termination of this Agreement.

E. NOTICES

Any notices required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, or personally delivered to the addresses set forth in this Agreement, or by e-mail where applicable and appropriate.

For Grantee:
City of West Monroe
Attn: Courtney Hornsby
2305 North 7th Street
West Monroe, LA 71291

For Foundation:
Living Well Foundation
P.O. Box 2773
West Monroe, LA 71294

F. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

G. EXCLUDED PROVIDER

Grantee represents and warrants that neither it nor its employees are listed by a federal or state agency as excluded, suspended, or otherwise ineligible to participate as a licensed professional within all required compliance programs designated for the profession, or, in federal programs, including Medicare and Medicaid, and is not listed, nor has any current reason to believe that during the term of this Agreement will be so listed, on the HHS -OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. Each Party represents and warrants that neither it nor its employees are listed on the Specially Designated National and Blocked Persons list by the Office of Foreign Assets Control. The Parties agree that either may terminate this Agreement, upon notice to the other, in the event that either Party or any person providing services under the terms of this Agreement, as appropriate, has not retained their professional certification for the chosen practiced profession and can no longer provide appropriate qualitative services under this Agreement, or is listed on the HHS-OIG Cumulative Sanctions Report or on the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or on the Specially Designated Nationals and Blocked Persons list by the Office of Foreign Assets Control.

H. DISCLOSURE OF INFORMATION

The methods, operations and other information regarding the project and the terms and contents of this Agreement are considered public information and are subject to disclosure. Prior acknowledgement and approval are hereby granted by this Agreement for such dissemination.

I. HIPAA COMPLIANCE

The Parties agree to maintain the confidentiality, privacy, and security of patient information to the extent required by law. Each Party agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA") with respect to the privacy and security of "protected health information" (as defined by HIPAA) created, transmitted, maintained, or received by either Party pursuant to, or in connection with, the Parties' obligations under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

J. SEVERABILITY AND REFORMATION

If any term of this Agreement is held unenforceable or invalid for any reason and not susceptible to reformation due to a change in applicable law or regulation, the remaining portions shall continue in full force and effect, unless the effect of such severance would be to substantially alter the Agreement or obligations of the Parties, in which case the Agreement would be immediately terminated.

K. ENTIRE AGREEMENT

This Agreement and the attached Exhibits set forth the entire agreement and understanding between the Parties and incorporates and supersedes prior discussions, agreements, understandings, and representations between them but not including previous active grant agreements.

L. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

M. AUTHORITY.

Neither Party shall have any power or authority whatsoever to discuss, negotiate, or execute any kind of contract or other obligation or agreement on behalf of the other Party.

The foregoing terms and conditions are hereby accepted and agreed to as of the date first set forth above.

FOR GRANTEE:

Date of Signature

BY: _____
Staci Albritton Mitchell, Mayor

FOR LIVING WELL FOUNDATION:

Date of Signature

BY: _____
Alice M. Prophit, President/CEO

Date of Signature

BY: _____
Jim Allbritton, 2024 Board Chair

Exhibit A



Project Budget Worksheet

FOR GRANT APPLICATION ONLY

Organization Name
Name of Project

City of West Monroe, LA (WMPD)
West Monroe Police Department ATV

Grant Cycle 2024

PROJECT RESOURCES:

	Living Well Foundation	Other Cash Sources	In-Kind Support (non-cash)	Total Budget
1. Foundations: LWF	13,708			13,708
2. Other Foundation:				0
3. Federal/State/Other Grants:				0
4. Donations or Contributions, this project:		2,000		2,000
5. General Operating Budget:			0	0
6. In-Kind Resources:			0	0
7. Other:			0	0
TOTAL PROJECT RESOURCES	13,708	2,000	0	15,708

PROJECT EXPENSES:

Personnel:

8. Proposed Positions:	0	0	0	0
9. Existing Positions:	0	0	0	0
10. Fringe (benefits/taxes)	0	0	0	0
11. Subcontractors/Consultants/Third Parties	0	0	0	0
Subtotal Personnel	0	0	0	0

Administrative Expenses (Indirect):

	0	0	0	0
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Other Expenses:

12. Printing/Flyers/Brochures	0	0	0	0
13. Project Supplies - Food/Snacks	0	0	0	0
14. Project Supplies - Equipment	0	0	0	0
15. Project Supplies - Other	0	0	0	0
16. Postage	0	0	0	0
17. Utilities/Telephone/Internet	0	0	0	0
18. Space costs	0	0	0	0
19. Other:	0	0	0	0
Subtotal Other Expenses	0	0	0	0

20. Capital Expenditures (over \$1,000):

Construction/Renovation/Space	0	0	0	0
Office Equipment, Furniture/Fixtures	0	0	0	0
Medical Equipment	13,708	2,000	0	15,708
Subtotal Capital/Start Up	13,708	2,000	0	15,708

TOTAL PROJECT EXPENSES	13,708	2,000	0	15,708
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* Enter line items for revenues and expenses as applicable. Totals will self-generate.

* Line items correlate to the Grant Application form. Make sure items are defined as applicable and match the application narrative.

* Additional sources of revenue are encouraged, but not required. Indicate only revenues that are fully committed to the project.

* Please check carefully prior to submission of the budget. Total Project Resources must equal Total Project Expenses by column.

Name of person completing this budget:

Angie Juban

Date: 5.31.2024