



GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is made by and between Entergy Services, LLC. ("**Grantor**"), a Louisiana limited liability corporation, and City of West Monroe, Louisiana ("**Grantee**"), effective as of the date of full and final execution below (the "**Effective Date**").

RECITALS:

WHEREAS, Grantor has established the "Environmental Initiatives Fund" to support environmentally beneficial projects with an emphasis on climate change mitigation, solutions, and sustainability (the "**Fund**"); and

WHEREAS, Grantee has requested that Grantor make a financial award to Grantee so that Grantee may implement the West Monroe Electric Vehicle Charger Project ("the "**Project**") and

WHEREAS, Grantor has agreed to make a financial award to Grantee under the terms and conditions provided herein.

NOW THEREFORE, Grantor and Grantee agree as follows:

AGREEMENT:

1. **Award.** Grantor agrees to give to Grantee the amount of Ninety-Eight Thousand One Hundred 00/100 (\$98,100.00) Dollars. The payment(s) made by Grantor to Grantee are sometimes referred to herein as the "**Award.**"

2. **Permitted Uses; Grantee Obligations.**

2.1 Grantee shall use the Award solely for the purposes of carrying out the Project.

2.2 Grantee shall provide semi-annual reports pertaining to its use of the Award and the status of the Project upon completion. Such reports shall be submitted by June 15 and December 15 following the year in which the Award was made, and within 45 days of Project completion, and shall include financial data detailing how much and for what the monies were used and the status and environmental benefits of the Project. Grantee also shall provide other information, in Grantee's possession or available to Grantee, related to Project and/or the Award requested by Grantor from time to time.

2.3 Upon request by Grantor, Grantee agrees to participate in public announcements and events with representatives of Grantor to promote the program and to recognize accomplishments in the media and with business and community leaders.

3. **Indemnity.**

3.1 Grantee agrees to indemnify and hold Grantor harmless against any and all claims, demands, suits and judgments that may be asserted for damages for loss or liability on account of injuries to (including death of) persons or damage to property and including costs and expenses incidental thereto, arising wholly or in part from, or in connection with, Grantee's use of the Award and/or related to the Project. Grantee also agrees to indemnify and hold Grantor harmless against any and all claims or demands by any third parties used by Grantee to provide or perform any work in connection with the Project.

3.2 If suit is brought against Grantor to recover for, or on account of, any matter provided for in Section 3.1 above, Grantee shall, at Grantor's request, and at Grantor's option, appear and defend said suit, with counsel reasonably acceptable to Grantor, at Grantee's sole cost and expense, whether or not well-founded, and will pay any judgment that may be entered therein against Grantor or Grantee, or both. The indemnification of Grantor by Grantee hereunder shall include but not be limited to the reasonable attorneys' fees and court costs incurred by Grantor or on Grantor's behalf in connection with any such suit, claim, demand or judgment. Notwithstanding anything to the contrary herein, Grantee shall not indemnify Grantor for Grantor's gross negligence or intentional misconduct. The word "Grantee" as used in Section 3.1 above shall include Grantee's agents, contractors, subcontractors, representatives, servants, employees, invitees, successors, subsidiaries, affiliates or assigns, and the word "Grantor" as used in this Section 3 shall include Grantor, Grantor's affiliated and associated companies, and the officers, directors, shareholders, agents, employees, representatives, licensees, invitees (express or implied) of each and their heirs, successors and assigns. The provisions of this Section 3 shall survive the termination of this Agreement.

4. **Faithful Performance; Termination.** The Award is given on condition that Grantee faithfully complies with all terms and conditions specified in this Agreement.

5. **Records.** Grantee shall, for at least three (3) years after the completion of the Project, keep and maintain such time and other records or accounts of Grantee as are necessary to verify and support any and all charges paid for using the Award. This includes verification that any and all material, services, labor, and other expenses incurred for the Project have been paid. All books and records shall be maintained in accordance with generally accepted accounting principles. Such books and records shall be made available, on mutually agreeable dates and times, at Grantee's facility in the United States for verification, copying, audit and inspection by representatives of Grantor. Any such audit shall be at Grantor's expense and conducted during the Grantee's normal working hours; provided, however, that Grantee shall provide reasonable assistance necessary to enable Grantor to conduct such audit and shall not be entitled to charge Grantor for any such assistance.

6. **Miscellaneous Provisions.**

6.1 **No Assignability.** This Agreement shall not be assigned by Grantee.

6.2 **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of the State of Louisiana.

6.3 Notices.

A. All notices, requests, consents and other communications hereunder shall be in writing and may be sent by electronic mail or by United States Postal Service, addressed to the parties as follows:

If to Grantor: Entergy Services, LLC
P.O. Box 1640
Jackson, MS 39215-1640
Attn: Kelli M. Dowell, Director Environmental Policy
kdowell@entergy.com; and
EIF@entergy.com

With a copy to:

Entergy Services, LLC.
639 Loyola Avenue
22nd Floor
New Orleans, Louisiana 70113
Attn: Robert D. Hess III, Associate General Counsel
rhess@entergy.com

If to Grantee: City of West Monroe
2305 North 7th Street
West Monroe, Louisiana 71291
Attn: Staci Albritton Mitchell, Mayor
mayorsoffice@westmonroe.la.gov

B. Notices under this Agreement shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused.

C. Any changes in the names or addresses set out in subsection A. above shall be through written notice in conformity with the requirements set forth herein.

6.4 **Section Headings.** The headings of the several sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

6.5 **Entire Agreement.** This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties. No claim of waiver, modification, consent or acquiescence with respect to any of the provisions of this Agreement shall be made against either party, except on the basis of a written instrument executed by and on behalf of such parties. The parties acknowledge and agree that the recitals provided above constitute an integral part of this Agreement and shall be given the same force and effect as any other provision in this Agreement.

6.6 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6.7 **Other Parties.** Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the parties hereto, any rights, remedy or claim under or in respect to this Agreement or any provision thereof.

6.8 **No Waiver.** Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

6.9 **Survival.** All of the warranties, covenants and representations of Grantee, specifically including any obligations of insurance, defense, indemnity and hold harmless, shall survive the termination of this Agreement.

THUS DONE AND EXECUTED by the following duly authorized representative of Grantor, before me, the undersigned Notary Public, in and for the County of Hinds, State of Mississippi, and the undersigned competent witnesses, on the ____ day October, 2022.

WITNESSES:

ENTERGY SERVICES, LLC

By: _____
Name: Kelli M. Dowell
Title: Director, Environmental Policy
Date: _____

NOTARY PUBLIC

THUS DONE AND EXECUTED by the following duly authorized representative of Grantee, before me, the undersigned Notary Public, in and for the Parish of Ouachita, State of Louisiana, and the undersigned competent witnesses, on the _____ day of October, 2022.

WITNESSES:

CITY OF WEST MONROE

By: _____
Name: _____
Title: _____
Date _____

NOTARY PUBLIC