



# Lake Charles Partnership GRANT AGREEMENT FY 2023-2024



April 1, 2023 – March 31, 2024

Be it known that on **April 1, 2023** the Arts Council of SWLA (grantor, may hereafter referred to as “the Council”) and «Grantee» (grantee, hereafter referred to as “Grantee”) do hereby enter into this agreement under the following terms and conditions:

## 1. Services

Grantee hereby agrees to furnish the following services: Under Grant number «LCP-23/24-XXX» entitled «Title» and within the grant period of April 1, 2023 and March 31, 2024, to sponsor arts and cultural activities that are open to the public and include the classical, contemporary and traditional area in one or more of the following disciplines: dance, design arts, folk life, literature, media, music, theatre and visual arts/crafts.

## 2. Grant Award

In consideration of the services described above, the Council agrees to pay Grantee a maximum sum of \$«Award\_Amt» conditioned upon the availability of funds appropriated for distribution by the Council from the City of Lake Charles. This sum shall be paid in two payments: 75% of the total grant award after receipt of the signed Grant Agreement, appropriate Attachments, and the Request for First Payment. The final payment of 25% will be issued on a reimbursement basis upon receipt and approval of the Final Report and Request for Second Payment provided by Grantee.

## 3. Payment of Grant Monies

Payments to grantees will be made through electronic fund transfer (EFT). Grantee agrees to provide the Arts Council of SWLA the following information on the attached form:

*bank routing number, checking account number, bank account type, copy of a voided check*

## 4. Acknowledgment Statement

The statement, “**Supported by a grant from the City of Lake Charles as administered by the Arts Council of SWLA,**” shall be prominently positioned next to the official logos of the Council and City of Lake Charles and shall appear in **all** printed and broadcast promotion, press releases, publicity, advertising and printed programs. Official logos can be found on the Arts Council website, [www.artscouncilswla.org](http://www.artscouncilswla.org).

## 5. Regulations

Grantee will do all work in accordance with the current edition of the program guidelines, the OMB Circular A-110, and the OMB Circular A-122.

## 6. Grant Agreement

Grantee shall submit the signed Grant Agreement to the Council **via email** to [jordang@artscouncilswla.org](mailto:jordang@artscouncilswla.org) by **April 7<sup>th</sup>, at 5 p.m.** Any and all changes to the grant project will be listed and explained in Attachments A and B to the Grant Agreement. All changes to the project shall be submitted for Council approval prior to the start of the project. Failure to submit the Grant Agreement prior to the start of the project or failure to request Council approval for project changes before enacting them will result in cancellation of the grant award.

**7. Anti-Discrimination**

Grantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and Grantee agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Grantee agrees not to discriminate in its employment practices and will render services under this contract without regard to race, religion, sex, national origin, veteran status, political affiliation, disabilities or in accordance with EWE 92-7 because of an individual’s sexual orientation. Any act of discrimination committed by the Grantee or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**8. Workplace**

Grantee agrees that they will provide a drug-free workplace according to the U.S. Department of the Interior’s Drug-Free Workplace Requirements.

**9. Anti-Lobbying**

No part of the money appropriated shall be used directly or indirectly to pay for personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner any legislation or appropriation by any governmental agency.

**10. Termination**

Either party may terminate this grant at any time by giving ten (10) days written notice and verbal consultation of both parties.

**11. Documentation**

Upon completion of this Grant Agreement, or if terminated earlier, all records, reports, worksheets, documents or any other materials related to this grant shall become the property of the Council. Grantee must agree to keep all materials for a minimum of three years.

**12. Auditing**

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts of Grantee that are related to this grant.

**13. Taxes**

Grantee hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be the obligation of the Grantee and identified under Federal tax identification number

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**14. Assignment of Interest**

Grantee shall not assign any interest in this grant and shall not transfer any interest in same (whether by assignment or innovation.)

**15. Final Report**

Grantee shall submit a Final Report upon completion of the services specified in this Grant Agreement no later than **30 days after the project’s completion for Project Assistance Grants or no later than May 1, 2024, whichever comes first.** The Final Report shall be prepared on one of the official report forms provided, in accordance with the instructions contained therein. Grantee agrees to provide such interim reports as may be requested by the Council. Completion of the Final Report requires complete documentation of all expenses, a full review and evaluation of the project, and proof the acknowledgement statement was included in **all** printed and broadcast promotion.

**16. Cancellation**

Grantee shall be liable for all grant funds not used in accordance with the terms and conditions of this Agreement and the approved budget. If the Grantee is unable to perform the services agreed to, the Grantee shall so notify the Council **in writing** before the expiration date of said services and thereby acknowledge the automatic cancellation of the grant, unless such notification contains a request for an amendment as provided.

**17. Admission**

In order to provide staff members of the Arts Council an opportunity to report and appraise the caliber of presentations supported by Partnership funds, the Grantee agrees to admit without charge said individuals to such presentations. Organizations funded through this program are **required to provide** the Arts Council of SWLA with 4 complimentary admissions tickets prior to any project or program funded by the Lake Charles Partnership Grants Program. Notification is required at least one month proper to an event. You **should send notification to** those individuals responsible for funding your project, program or service including Lake Charles elected officials, through correspondence to:

Matt Young  
Director of Cultural Affairs  
1001 Ryan Street  
Lake Charles, LA 70601

**18. Dates of Agreement**

The Grant Agreement shall begin on date of signing and shall terminate upon the approval of the Final Report.

**19. Release**

Grantee shall indemnify and hold harmless the Arts Council and the City of Lake Charles against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any negligent act or omission, operation or work of the Grantee, his agents, servants, or employees while engaged upon or in connection with services required or performed by the Grantee hereunder.

**20. Proceed**

Grantee shall proceed with the terms of this Agreement only after receiving written authorization from the Arts Council to be sent after the Grant agreement has been signed and returned by the Grantee to the Arts Council.

**21. Penalties**

If the Arts Council determines that Grantee fails or has failed to comply with the Agreements and/or conditions set forth herein, Grantee shall become ineligible to receive any remaining payments under this Grant Agreement and/or receive any new grants from the Arts Council during the first complete grant year following the determination of non-compliance. Subsequent failure of Grantee to meet the requirements of the Arts Council for the timely and appropriate resolution of non-compliance findings shall result in legal action and Grantee shall thereafter become ineligible to receive future grants from the Arts Council for a period of one full year.

**PLEASE RETURN ALL PAGES OF THIS GRANT AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Grant Agreement as of the date herein written.

Grantee: «Grantee»

**GRANTEE SIGNATURES: The grantee hereby gives assurances that the grantee has read and understands the Grant Agreement.**

**APPROVED**

**AUTHORIZING OFFICIAL**

**PROJECT DIRECTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**WITNESS**

**WITNESS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

**ARTS COUNCIL SIGNATURES**

\_\_\_\_\_  
*Cameron Fultz*  
*Interim Executive Director*

\_\_\_\_\_  
*Jordan Gribble*  
*Community Development Coordinator*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**REQUEST FOR FIRST PAYMENT, LCP FY2023-2024**

**TO:** Arts Council of SWLA  
809 Kirby St.  
Lake Charles, LA 70601

**FROM:** «Grantee»  
«Address»  
«City» «State» «Zip»

**RE:** Lake Charles Partnership Grant FY2023-2024  
Grant #: «Number\_LCP-21/22-XXX»  
Title of Project: «Title»

This document requests the first payment of \$«First\_Payment» for the above-mentioned grant, which will equal 75% of the grant award of \$«Award\_Amt». Grant funds must be expended between April 1, 2023 and March 31, 2023. Grant funds are conditioned upon the availability of funds appropriated to the Arts Council of SWLA by the City of Lake Charles. The check will be sent direct deposit to the account number listed above.

Your signatures also indicate that you hereby agree to submit to the Arts Council of SWLA a Final Report and a Request for Final Payment within thirty (30) days of completion of the grant project, based on the dates below, or by May 1, 2024, whichever comes first. The check for the final 25% of the grant award will be issued after your completed Final Report has been approved.

You also hereby agree to retain copies of all materials related to this grant award for a minimum of three years and that the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts related to this grant. You also agree that the responsibility for payment of taxes from the funds thus received under this Grant Agreement is the obligation of Grantee.

**Grant Project Start Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_

**GRANTEE SIGNATURES:**

\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Project Director Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ARTS COUNCIL SIGNATURES:**

\_\_\_\_\_  
*Cameron Fultz*  
*Interim Executive Director*

\_\_\_\_\_  
*Jordan Gribble*  
*Community Development Coordinator*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**THE ARTS & HUMANITIES COUNCIL OF SWLA**

## Electronic Funds Transfer Enrollment Form

The Arts & Humanities Council of SWLA is moving to an electronic fund transfer (EFT) system. The only requirement for participation in the EFT payment process is that you have an active checking or savings account at a financial institution that can accept remittance financial information electronically. You will be responsible for any fees assessed by your financial institution for this service. **By completing, signing, and submitting this form and required voided or cancelled check, you agree to receive your grant disbursements electronically through your bank.**

Activation of your EFT enrollment will occur upon receipt of your completed application form. After your enrollment has been activated, grant payments will be sent to you electronically.

If changes occur that affect your bank or account information after submitting the enrollment form, contact our office immediately using the contact information listed below. Failure to do so may result in delayed payments. The Arts Council will bear no responsibility for lost or misdirected payments if it is determined that you failed to notify us of changes or failed to provide correct information.

If you have previously submitted this information for another grant, you do not need to resubmit the information (unless there are changes). You must also denote this by checking the appropriate response(s) below:

- I have previously submitted the required information.
- I have not previously submitted the required information.
  
- The information previously submitted is current/accurate.
- The information previously submitted is inaccurate, and new information is submitted below.

### EFT AGREEMENT

By completing and submitting the information required below, I hereby authorize that I have access to the bank account and have permission to provide The Arts & Humanities Council (Arts Council) with the requested information. I also authorize the Arts Council to initiate EFT entries to the financial institution account listed below for grant disbursement fees. This authorization is to remain in full effect until such time as The Arts Council is notified in writing by a representative of this organization (vendor).

Signer's Name: \_\_\_\_\_

Vendor Organization: \_\_\_\_\_

Signer's Signature: \_\_\_\_\_

Signer's Email: \_\_\_\_\_

Signer's Phone: \_\_\_\_\_ Signer's Organizational Title \_\_\_\_\_

Account Designation:  Checking     Savings     Personal Business

**Please attach a copy of a voided OR cancelled check, with clear vendor contact information, bank name, routing number, and account number.**

The Arts & Humanities Council of SWLA / 809 Kirby Street / Lake Charles, LA 70601 / (337)439-2787