

Exhibit A**PROJECT GRANT TO A GOVERNMENT ENTITY****GRANT AGREEMENT**

The Bullitt Foundation ("Grantor") and City of Portland, Bureau of Planning and Sustainability ("Grantee") hereby enter into this Agreement effective February 13, 2013.

1. **Grant Number:** 12-01011
2. **Grant Amount:** \$25,000
3. **Time Period:** One Year

4. **Use of Grant Funds.** Grantee agrees to use the grant funds solely for the Project as outlined in its proposal to Grantor. Grantee agrees that the grant funds will be used in accordance with the budget submitted by Grantee as part of its grant application. Grantee further agrees that the grant funds will be used exclusively for charitable purposes as described in Section 501(c)(3) of the US Internal Revenue Code of 1986, as amended (the "Code"). No portion of this grant is earmarked for use in carrying on propaganda or otherwise attempting to influence legislation. *Grantee agrees not to use any portion of the grant funds to participate in any political campaign on behalf of or in opposition to any candidate for public office, to make grants to individuals on a nonobjective basis, to support terrorist acts or organizations that further terrorist activities, or for any non-charitable purpose.* Grantee agrees to repay to Grantor any portion of the amount granted that is not used for charitable purposes.

5. **Grantee's Report.** Grantee will submit to Grantor both a final report covering the substance of its activities under this grant and the financial administration of the grant no later than March 1, 2014. Please refer to the Grantor's final report instructions published at www.bullitt.org and to paragraph 4 of your grant letter.

6. **Control of Grant Funds.** Grantee acknowledges and represents that it is accepting this grant for its own account and not as an agent for any other organization, and will exercise supervision and oversight over the use of all grant funds to ensure that the terms of this Agreement are met. The terms of the grant do not prohibit Grantee from distributing all or a portion of the proceeds of the grant to another organization, so long as any such distribution is made exclusively in furtherance of the charitable purposes for which the grant is made. Grantee acknowledges that it is solely responsible for any decision to transfer all or a portion of the proceeds of this grant to another organization. Grantee agrees to control the process by which any other organization is selected to receive any such proceeds, and shall be solely responsible for the selection of any such organization.

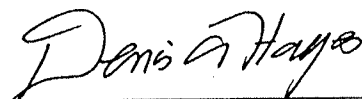
7. **Grantee's Tax Status.** Grantee represents that it is a tax-exempt government entity, and that it is not a private foundation as defined in Section 509(a) of the Code, or a Type III supporting organization as described in Section 509(a)(3)(C) of the Code (other than a functionally integrated Type III supporting organization as defined in Section 4943(f)(5)(B) of the Code). Grantee agrees to notify Grantor immediately of any changes in its tax status during the term of the grant.

8. **Grant Review.** Grantee will permit representatives of Grantor to visit Grantee's premises and review Grantee's activities with respect to the Project, and will permit Grantor, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of this grant.

The board of The Bullitt Foundation is pleased to be able to make this grant to your organization. Please sign and return one copy of this Grant Agreement as evidence of your understanding and acceptance of its terms and conditions.

The Bullitt Foundation

By



Denis A. Hayes, President

Date February 13, 2013

**City of Portland, Bureau of Planning
and Sustainability**

Signature:

Email: charlie.hales@portlandoregon.gov

Title:

Please list the contact person, address, and phone number for the office where the project will be implemented.

First Name:

Last Name:

Address:

City:

State:

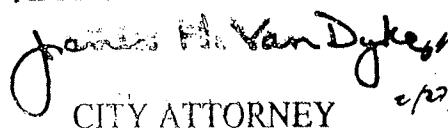
Zip:

Country:

Phone:

Email:

APPROVED AS TO FORM


CITY ATTORNEY 2/13/13