

THE KINSMAN FOUNDATION

3727 S.E. Spaulding Avenue
Milwaukie, Oregon 97267-3938
grants@kinsmanfoundation.org

GRANT AGREEMENT

Date: _____ Grant No. 07-528

GRANTEE: City of Portland

GRANT AMOUNT: \$50,000

GRANT PERIOD: Date of Agreement to January 1, 2009

PROPOSAL TITLE: Pittock Mansion Restoration

The Kinsman Foundation and the Grantee are entering into this Agreement to establish the terms of a Foundation grant to the Grantee.

1. These documents describe the Grantee's organization and financial condition, and the project the Grantee desires to implement. The Foundation has relied on the representations and statements in these documents.

Letter from Portland Parks and Recreation to Foundation, dated July 30, 2007, 3 pages
Pittock Mansion Restoration Project Budget July 31st, 2007, 1 page
Pittock Mansion 2007-2008 Budget, 1 page

2. The Grantee agrees to expend the entire Grant Amount for the purposes and according to the budget specified in the documents listed in Paragraph 1. The Grantee will treat the Grant Amount as a restricted asset, and will keep adequate records to document the expenditure of funds and the activities supported by the grant. Time is of the essence of this Agreement, and the Grantee agrees to return to the Foundation any part of the Grant Amount unencumbered at the end of the Grant Period. The Grantee agrees to make available to the Foundation, at reasonable times, the financial records related to the activities supported by the grant.
3. The Foundation and the Grantee may agree in writing to modify the objectives, methods or timeline of the project for which grant funds have been awarded.
4. The Grantee agrees to notify the Foundation about any of the following:
 - Any change in key personnel of the project or organization;
 - Any change in address or phone number;
 - Any change in tax-exempt classification under Section 501(c)(3) of the Internal Revenue Code;
 - Any development that significantly affects the operation of the project or the organization.
5. The Grantee warrants that it is currently exempt from Federal income tax pursuant to Internal Revenue Code Section 501(c)(3) and is not a private foundation, and that it has received no notice or information that the IRS determination letter it has provided the Foundation has been revoked, modified, suspended or superceded by IRS action or otherwise.
6. The Foundation may, after notice to the Grantee of its intent to do so, cancel its participation in the project for which funds are granted, in the event the Foundation, in its sole judgment, finds that:
 - The Grantee has failed to make substantial progress in the completion of the project; or
 - The Grantee has failed to comply with the terms of this Agreement; or
 - Such cancellation is necessary to comply with the requirements of law; or
 - The Grantee fails to qualify as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code and not a private foundation under Section 509(a) of the Code.In the event of cancellation under this Paragraph, the Grantee will return any unspent grant funds to the Foundation.
7. The Grantee agrees not to expend any grant funds in such a way as to constitute a taxable expenditure described in Section 4945 of the Internal Revenue Code, that is:
 - to carry on propaganda or otherwise attempt to influence legislation;
 - to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
 - for any grant to an individual which does not comply with the requirements of Section 4945 (d)(3) or (4); or
 - for any purpose other than one specified in Section 170(c)(2)(B) of the Code, i.e., a religious, charitable, scientific, literary or educational purpose.

AMENDMENT NO. 1 TO GRANT AGREEMENT
BETWEEN THE KINSMAN FOUNDATION (FOUNDATION-GRANTOR) AND CITY OF
PORTLAND (CITY-GRANTEE)

This grant agreement is revised as follows:

Section 8, Page 3, is hereby deleted and replaced as follows:

8. Grantee-City of Portland hereby agrees, subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, to defend and hold harmless the Foundation and its officers and employees from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way resulting from the negligent acts or omissions of Grantee-City in performance of this grant agreement and expenditure of grant funds. Foundation and Grantee-City agree that Grantee-City shall not be liable for claims resulting from the acts of the Kinsman Foundation, its officers, directors, agents or employees.

All other terms and conditions remain in effect.

THE KINSMAN FOUNDATION

GRANTEE-CITY OF PORTLAND

Keith Kinsman, President

Date: _____

Name: Zari Santner

Title: Director, Portland Parks and Recreation

Date: _____

Name: _____

Title: City Auditor

Date: _____

APPROVED AS TO FORM


CITY ATTORNEY

8. The Grantee agrees to defend and hold harmless the Foundation and its officers and employees from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this grant or the expenditure of grant funds. X

9. The Grantee agrees to comply with Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism; and with Federal law, embargoes and trade sanctions regulating international transactions, unless a court of competent jurisdiction has adjudged such prohibitions invalid.

10. The following reports are required to comply with this Agreement:

If this item is checked, the Grantee agrees to submit an Interim Report on the six-month anniversary of this Agreement. This report will include:

- a description of program activities that have taken place to date;
- a description of events that have had a significant effect on the project; and
- an evaluation of the project to date.

Regardless of the submission of an Interim Report, the Grantee agrees to submit a Final Report no later than 30 days after the end of the Grant Period. This report will include each topic listed for Interim Reports plus:

- a discussion of the degree to which project objectives were achieved;
- a description of any unanticipated effects of the project; and
- a full financial accounting of the expenditure of the grant.

11. The Grantee agrees to appropriately credit the participation of the Foundation in any advertisement, publicity or public comment related to the project for which funds are granted.

12. The Foundation agrees to forward the Grant Amount by check to the Grantee within 15 days of the signing of this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement as of its date.

THE KINSMAN FOUNDATION

City of Portland

Grantee

By: _____
Keith Kinsman, President

By: _____

APPROVED AS TO FORM

AS AMENDED

Emilia Menges
CITY ATTORNEY

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