# Cultural Planning for the Portland Metro Region

LOI Process - Arts, K-12 Education, Arts Education

City of Portland

Jeff Hawthorne 1120 SW 5th Ave Ste 901 Portland, OR 97204 0: 503-865-6685 M: 503-865-6685

Jeff Hawthorne

1120 SW 5th Ave Ste 901 Portland, OR 97204 jeff.hawthorne@portlandoregon.gov M: 503-865-6685

# FollowUp Form

## Grant Details

### **Project Name/Request Name** Cultural Planning for the Portland Metro Region

### **Decision Date** 05/27/2022

## **Amount Awarded**

Total of all planned installments: \$100.000.00

## **Grant Type**

one year project support

### **Miller Grant Period Start Date** 05/27/2022

## **Miller Grant Period End Date**

05/26/2024

Note: A full Grant Summary document to share with your team, noting dates & details, has been posted to your Dashboard and can be downloaded there.

## Terms & Conditions

#### Payment

Once the Foundation receives this grant agreement form, payment of grant funds will be made in accordance with the installment/payment dates listed in the grant portal's Award Details section.

#### **Interim and Final Reports**

It is Grantee's responsibility to track follow up report deadlines. Grantee shall provide the Foundation with reports on the scheduled Follow Up dates noted in the grant portal.

No grant payment will be made, and no future applications will be considered, until all prior scheduled reports are received by the Foundation.

#### **Obligation to maintain records**

Grantee shall maintain records regarding the activity being supported by this grant, sufficient to determine how all

funds from the Foundation have been applied to the activity. Occasionally, a Foundation representative may contact Grantee to review grant activities and expenditures. Grantee shall make available, upon reasonable notice, the financial and other records related to the activities supported by this grant.

#### Expenditure of grant funds

Grant funds will be treated as a "restricted fund", expended only for the purpose stated in the proposal materials and for no purpose other than those designated in the approved grant budget. Further, no grant funds may be used in such a manner that constitutes a taxable expenditure as detailed in Section 4945 of the Internal Revenue Code.

#### Changes during the grant period

Foundation approval must be obtained for any modification of the objectives, budget or timeline of the project for which grant funds have been awarded.

Grantee shall promptly notify Foundation about any of the following:

- Change in name, address, phone number of the organization
- Change in key personnel of the project, organization or grant contact person
- Any development that significantly affects the operation of the organization

#### Unexpended Funds

If all funds awarded in this grant are not needed to complete the project as proposed in the grant application, such funds should not be requested or, if received, should be returned to the Foundation. If appropriate, and only upon written request by the Grantee, the Foundation may in its sole discretion approve the use of such funds for purposes that are not strictly within the grant proposal but consistent with it.

#### **Right to terminate**

The Foundation understands that circumstances regarding Grantee's operations may change during the grant term. We encourage you to call us in advance to discuss the changes and how the Foundation might continue to support Grantee. Early and clear communication by Grantee increases the chances that the Foundation will continue to support Grantee through such changes.

Nonetheless, the Foundation retains the right to terminate all future grant payments under the following circumstances:

- a violation of any of the terms of this grant agreement;
- the use of Foundation's funds for purposes other than those set forth in this grant agreement;
- a material adverse event affecting the grantee or the project;
- a material change to the control or operation of Grantee;
- Grantee's loss of tax-exempt status;
- the failure to meet conditions for future payments in a timely manner;
- as necessary to comply with any law, regulation or order.

#### Non-transferability

Since a grant is awarded to a specific organization for a specific purpose, Grantee shall not transfer the grant or any portion of it to another organization for its use and management, unless such transfer is explicitly set forth in the grant proposal or is approved in writing by the Foundation. If the grant proposal anticipates that Grantee will subcontract part of the grant to implement the purposes for which the grant was awarded, Grantee remains responsible for the fiscal and management oversight of the grant.

#### **Grantee Status**

Grantee certifies that it is either a government agency or a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code and is not classified as a private foundation under Section 509(a) of the Code. If there is any change in Grantee status or classification, Grantee shall promptly notify the Foundation. In the event of loss of government or tax-exempt status, any unspent funds shall be returned to the Foundation.

3

## Signature

## Acceptance of Terms & Conditions\*

This agreement is conditional upon Grantee's acceptance of the terms and conditions set for herein. By selecting the "I Accept Terms and Condition" option below, Grantee agrees to accept and comply with the stated terms and conditions of this grant and the original grant application.

I Accept Terms and Conditions

#### Authorized Signature

By typing in your Name, Title, and Date below, you confirm that you are authorized to make legal contracts for the Grantee and that you agree to enter in this agreement by electronic means.

Name\*

Title\*

Date\*

Printing a copy of this form?

Click on the "FollowUp Packet" button at the top of this screen to download a PDF of the form.

A full Grant Summary document, noting dates, has been posted to your Dashboard and can be downloaded there.

# File Attachment Summary

*Applicant File Uploads No files were uploaded*