

**The Ford Family Foundation  
Multi-Year Grant Agreement  
#20190643**

**Grantee:** City of Newport  
169 SW Coast Highway  
Newport, OR 97365

**Grant Amount:** \$180,000.00 Over 2 years

**Project Title:** Greater Newport Vision 2040 Engagement and Implementation Plan

**Grant Period:** 24 months, January 2, 2020 to December 31, 2021

**A. Requirements**

1. This grant is made subject to the understanding that the entire amount will be expended for the purposes stated above and substantially in the manner described in the materials you have provided to the Foundation. Grant funds shall not be used for, or charged to grant development or management costs or other "overhead or administrative" charges unless explicitly approved by the Foundation. Grant funds shall not be used for or to carry out propaganda, or otherwise to attempt to influence legislation within the meaning of Internal Revenue Code § 4945(d)(1) and the corresponding Treasury Regulations.
2. Foundation approval must be obtained for any modification of the objectives, use of expenditures or the agreed time period of the project for which grant funds have been awarded.
3. The Foundation must be promptly notified about any of the following during the grant period: change in primary contact and key personnel of the project or organization; change in address or phone number; change in name of organization; or any development that significantly affects the operation of the project or the organization.
4. The Grantee will provide the Foundation with the project report(s) and evaluation(s) described in Section D. Reports and Evaluations of this Agreement. The primary contact will be responsible for completing all reporting requirements; our records indicate that **Peggy Hawker** is the primary contact for this grant.
5. The Grantee will abide by all provisions of this Agreement and will keep adequate supporting records to document the expenditure of funds and the activities supported by these funds.
6. If the Grantee fails or becomes unable for any reason in the opinion of the Foundation to perform the specific project within the specified Grant Period, unless extended by the Foundation; or if conditions arise that make the project untenable; or if Grantee materially breaches this Agreement, all grant funds that may be deemed unearned, unjustified or inappropriately expended must be returned to or withheld by The Ford Family Foundation. The Foundation maintains the right to nullify the grant in such circumstances.

**B. Payment**

1. Once the signed Agreement is received by the Foundation the grant funds will be released as follows:

1/15/2020	\$95,000.00
1/15/2021	\$85,000.00

2. Grant Conditions (Financial Accounting Treatment Only) - while grant funds are restricted and intended for use for the purposes described in this Agreement, for financial accounting treatment, the grant funds shall not be deemed to be conditioned upon the accomplishment of any particular measurable goal or metric, unless that condition is specifically identified in the space below:

Payment(s)		Financial Accounting Condition
1/15/2020	\$95,000.00	None
1/15/2021	\$85,000.00	None

3. Grant payments are subject to the Grantee conducting the program or project to the Foundation's reasonable satisfaction within the time specified (see A.6.) and for the specific use as outlined in section E. of this Agreement.

**C. Unexpended Funds**

If the funds have not been completely expended at the end of the grant period the Grantee agrees to immediately notify the Foundation and provide a statement of the balance. The Foundation may request a plan for using the remaining funds. The Grantee should not return funds without consultation with the Foundation. The Foundation will approve or disapprove Grantee's plan in writing. Unexpended funds, which must be returned to the Foundation, shall be refunded pursuant to the Foundation's instructions.

**D. Reports and Evaluations**

The Foundation and Grantee need certain data to properly evaluate the progress, success and the impact made by this grant. During the grant period Grantee may be required to submit to the Foundation specific reports. Grantee is required to access the reports through the online account.

**E. Use of Funds and Reporting Requirements**

These funds are for Greater Newport Vision 2040 Engagement and Implementation Plan as set forth in the proposal submitted to the Foundation on September 13, 2019, which was approved by the Foundation on November 13, 2019, and are subject to the following:

12/15/2019	Signed Grant Agreement	Release of funds subject to receipt of signed Agreement
12/31/2020	Annual Report	Release of Year 2 funds subject to receipt and approval of Annual Report
2/28/2022	Final Report	

**F. IRS Status**

It is the understanding of the Foundation that the Grantee organization has obtained a determination from the Internal Revenue Service that it qualifies as a section 501(c)(3) organization or that it is a governmental unit described in Section 170(c)(1) of the Internal Revenue code. Grantee is classified as not a private foundation under Section 509(a) of the Code. If there is any change in the Grantee's status or classification, the Grantee must promptly notify the Foundation. In the event of loss of tax exempt status under Federal laws, any unspent funds must be returned to the Foundation.

**G. Publicity**

If the Grantee wishes to publicize the grant, the Foundation requests that the focus be on the project and the Grantee without calling unnecessary attention to the Foundation. We prefer being mentioned in conjunction with other donors, and do not require any special recognition. Please see attached policy on how to publicize the grant.

**H. Legal, Ethical and Responsible Conduct**

The Ford Family Foundation expects all Grantees to maintain the highest standards of behavior at all times with priority on individual and community safety, obeying the law, managing finances with integrity, treating others with respect, accurately representing information, maintaining academic honesty and respecting intellectual property rights and protecting youth and the vulnerable. At its sole discretion, the Foundation may revoke a grant award to a Grantee observed engaging in any of the following prohibited behaviors:

- Discrimination based on race, color, gender, religion, marital status, national origin, sexual orientation, political affiliation, age or any other characteristic protected under federal or state law
- Serious violations of federal, state, or local law
- Physical, verbal or sexual abuse or harassment
- Neglect of the needs of children, youth or vulnerable populations
- Misrepresentation of information

If this document correctly sets forth your understanding of the terms of this grant, please countersign this Agreement and return document to The Ford Family Foundation.

**The Ford Family Foundation**

  
Anne C. Kubisch  
President

**City of Newport**

By:   
\_\_\_\_\_

Name: Spencer Nebel

Title: City Manager

### **Publicizing an Award from The Ford Family Foundation**

The Ford Family Foundation encourages non-profit organizations to raise public awareness about their work. The Foundation does not seek public recognition. However, we understand that receiving funds from a foundation adds legitimacy to your work and provides a newsworthy opportunity to raise awareness about what you do. We encourage you to publicize your award, grant or fellowship as long as you characterize the award as it appears in your grant or fellowship agreement.

We request that the focus be on the project and/or your non-profit organization without calling attention to the Foundation. We prefer being mentioned in conjunction with other donors; we do not require any special recognition.

Please note that The Ford Family Foundation was created by the personal philanthropy of Kenneth W. Ford and Hallie E. Ford and is not connected with Roseburg Forest Products Co. Also note that "The" is capitalized in our name. To describe the Foundation in your media publicity, you can use this statement:

The Ford Family Foundation was established in 1957 by Kenneth W. and Hallie E. Ford. Its mission is "successful citizens and vital rural communities" in Oregon and Siskiyou County, California. The Foundation is located in Roseburg, Oregon, with a Scholarship office in Eugene.

### **Press Releases / Approval**

Please send a draft of your press release to your Foundation program officer who will review it, and then he or she will forward it to the Foundation's communications director for approval.

### **Use of The Ford Family Foundation Logo / Approval**

The Ford Family Foundation logo is available for use on printed and electronic material (such as newsletters, reports, programs, web pages — also see "Inappropriate Use of Logo" below). The logo should be used in its entirety according to The Ford Family Foundation Style Guide. Depiction of the Foundation logo should be small and discreet.

Please send a draft to your Foundation program officer who will review the material, and then he or she will forward it to the Foundation's communications director for approval.

### **How to Obtain The Ford Family Foundation Logo**

To obtain the logo and the Style Guide, send a request to your Foundation program officer. He or she will review the request, and then he or she will forward the request to the Foundation's communications director for action. The logo is available in two formats: .eps, .jpg (color and B&W).

### **Inappropriate Use of The Ford Family Foundation Logo / Name**

The Ford Family Foundation logo and name are not allowed on exterior signage, banners, billboards or vehicles. If in doubt, please contact your Foundation program officer.

### **Naming Rights**

Our Founders' names (Kenneth Ford, Hallie Ford, Ford Family) cannot be used without Board and Family approval (for example, naming a room, building, facility or program).