

HIGGINS FAMILY CHARITABLE FOUNDATION GRANT AGREEMENT

On November 29, 2011, the **Higgins Family Charitable Foundation** (Grantor) approved a grant to the **City of Tempe** (Grantee), in the amount of **\$10,000** payable for the support of the Tempe Fire Department. The Grantee agrees and consents to the following conditions of the grant:

1. The Grantee will:
2. The Grantee promises to use its best efforts to seek the Grantor's written authorization prior to publicly recognizing the Grantor's gift. Grantee agrees that in any press publicizing this grant, the Grantor will be recognized in the following manner: **The Higgins Family Charitable Foundation.**
3. Within nine (9) months of receipt of the granted funds, the Grantee (or Tempe Fire Department) will submit to Grantor a post-grant report, with supporting documentation, including a detailed financial report, concerning the manner in which the granted funds were spent and the progress made in accomplishing the charitable purpose of the grant.
4. The Grantee represents that it is a state or political subdivision of a state (for example, a City or County) as described in Internal Revenue Code (IRC) section 170(c)(1), and that the grant will be used for exclusively public/charitable purposes. Moreover, Grantee will advise Grantor immediately if the federal government, IRS, state, or local authorities notify the Grantee of a change in the Grantee's tax or legal status.
5. The Grantee will use no portion of the grant funds to: (1) influence the outcome of any specific public election, or to carry on directly or indirectly any voter registration drive (within the meaning of IRC Section 4945(d)(2); (2) to carry on propaganda otherwise to attempt to influence legislation (within the meaning of the IRC Section 4945(d)(1); or (3) to undertake activity for any purpose other than a charitable, educational, etc. purpose described in IRC Section 170(c)(2)(B).
6. The Grantee will repay the Grantor upon demand the full amount of the granted funds if there is a failure to comply with any provision of this grant agreement.

The Grantee's negotiation, endorsement or deposit of the grant check will constitute its agreement to the terms of the grant as outlined above, however, Grantee will review this Grant Agreement, have it signed by an authorized officer of the Grantee and then return it to the Grantor.

IN WITNESS WHEREOF, this Grant Agreement is signed

this ____ day of _____, 2012.

CITY OF TEMPE
(Grantee)

By _____