

**NATIONAL TRUST FOR HISTORIC PRESERVATION
CHALLENGE GRANT AGREEMENT**

Grantor: National Trust for Historic Preservation in the United States (the “National Trust” or “Grantor”)
1785 Massachusetts Avenue, NW
Washington, DC 20036

Grantee: Preservation Buffalo Niagara (“Grantee”)
Market Arcade, Suite M108
Buffalo, NY 14203

Project Title: Partners in the Field Challenge Grant for Expanded Field Services

Grant Number: F96T002-913

Grant Amount: \$117,500

The Grantee will receive eighty-five percent (85%) of the grant amount, or \$99,875, subsequent to verification of financial match. Fifteen percent (15%) of the grant amount will be used by the Grantor to cover direct costs for administration and technical support.

Match Amount: \$117,500

One hundred percent (100%) of the matching funds raised by the Grantee will remain with the Grantee, to be used for the purpose of implementing and administering the scope of work.

1. Grant Funding

This Grant is funded through a gift to the National Trust from the Robert W. Wilson Charitable Trust. All aspects of the Grant and match qualifications must comply with requirements of the Robert W. Wilson Charitable Trust. The Robert W. Wilson Charitable Trust is providing funding to the National Trust and its Statewide and Local Partner organizations to preserve America’s diverse historic places and revitalize communities by stimulating new donors to make contributions and by stimulating current donors to increase their contributions, for Field Service Programs.

2. Purpose

The purpose of the Agreement is to provide a matching grant (the "Grant") from the National Trust to the Preservation Buffalo Niagara to build or expand the capacity of the Grantee to deliver Field Service Programs, and to build the Grantee’s long-term capacity for philanthropy to sustain its preservation work. Field Service Programs means delivery of historic preservation information and assistance to the full range of people and organizations, including outreach, on-site services, and follow-up.

The Partners in the Field Challenge Grant will:

- A. Support the Grantee in starting or expanding a new scope of on-the-ground Field Service Programs, as outlined in Section 4 below.
- B. Build the capacity of the Grantee by providing a major incentive for larger gifts and grants to them,
- C. Build the capacity of the Grantee by strengthening their visibility and presence in the field.
- D. Inspire and challenge other philanthropists to increase their level of funding for the Grantee's preservation work.
- E. Enable the Grantor and the Grantee to establish a stronger mutual partnership and become more effective in their respective areas of work.

3. Grant Compliance

To receive grant payments and be in compliance, the Grantee will:

- A. Return this completed Grant Agreement and the Shared Expectations Attachment referenced in Subparagraph B below no later than May 15, 2009.
- B. Complete the Shared Expectations Attachment with the National Trust Regional Office. The Shared Expectations Attachment is a required part of the Grant Agreement, and the Grant Agreement will not be considered complete until the Shared Expectations Attachment has been returned.
- C. Submit the Cash Match Documentation form as required in section 8 below by the dates indicated. The Cash Match Documentation form does not need to be submitted if no payments are being requested for that period.
- D. Submit the Annual Progress Reports and Final Report and Program Evaluation as required in section 12 below by the dates indicated.
- E. Provide, on request, any additional information as needed to document that the purpose of the grant is being carried out, including any information requested by the National Trust or the Robert W. Wilson Charitable Trust.
- F. Comply with acknowledgment of support requirements outlined in section 5 below.
- G. Carry out the scope of work outlined in the grant application as outlined in section 4 below.

4. Scope of Work

In order to carry out the objectives of this project:

- A. The Grantee shall conduct and implement the programs and activities proposed in the grant application, including hiring one or more field representative, or expanding the role of an existing staff member to become a field representative. Substantial revisions to the program of work must be approved in writing by the Regional Office.

The Grantee has been awarded a Partners in the Field Challenge grant to provide Partnered Field Services for Buffalo, Niagara Falls and throughout seven underserved western New York counties while reinforcing a new full service preservation organization.

To accomplish this, the Grantee agrees to perform the Scope of Work identified in its grant application, which is incorporated herein by reference.

- B. Grantee shall hire a field representative, or field representatives, with primary responsibility for implementation of the scope of work; on or before August 31, 2009, or, alternately, shall designate an existing employee or employees to be the field representative for Partners in the Field.

Grantee shall notify the National Trust Statewide and Local Partners and the Regional Office when the field representative(s) is hired, or when an existing employee begins the scope of field work, and shall provide contact information for the field representative, including name, address, telephone number, and e-mail address, within 10 days of hiring, or, in the case of existing employees, within 10 days of execution of this Grant Agreement.

Should the field representative position or positions become vacant, the Grantee shall immediately notify the Grantor, and shall advertise for the vacant position, and fill the position within a period not to exceed six months. At the discretion of the Grantor, the grant period may be extended for the length of time the position remains vacant.

Should the field representative position or positions remain vacant for more than six consecutive months, the Grantee shall be deemed to be in breach of contract and subject to the terms described in section 15 of this agreement.

- C. The Grantee shall participate in a national Field Services Network, with activities that include but are not limited to:
- i. Conference calls and/or webinars convened a minimum of twice annually;
 - ii. Annual training session for field representatives at the National Preservation Conference in the fall;
 - iii. An interactive forum on the National Trust's web site.

- D. The Grantee shall work to identify and communicate trends, issues and opportunities for strategic involvement of National Trust resources and research

5. Acknowledgment of Support

The Grantee agrees to acknowledge the support of the National Trust for Historic Preservation in the course of all work completed under this Agreement, and in all print, audio, and film/video materials that it produces concerning the project. In print materials and on the Grantee's web site, the Grantee agrees to include one of the following statements, as appropriate, along with the National Trust logo:

“Preservation field services provided by Preservation Buffalo Niagara are assisted by a Partners in the Field challenge grant from the National Trust for Historic Preservation.”

or,

“This project is assisted by a Partners in the Field challenge grant from the National Trust for Historic Preservation.”

or, on business cards or other applications where space is severely limited, the one-line version of the logo may be used or, alternately, the following wording:

“In partnership with the National Trust for Historic Preservation.”

Any modification to the acknowledgment language must be approved in advance and in writing by the National Trust.

The Grant requires that the Grantee and the National Trust share recognition for services and accomplishments resulting from the grant.

- A. The Grantee will provide a link to www.PreservationNation.org on the grantee's web site.
- B. The Grantor will provide a link to the Preservation Buffalo Niagara's website on the grantor's web site.
- C. The Grantee will distribute National Trust literature and other materials when working in the field, as appropriate; literature and materials will be provided by the Regional Office.
- D. In press releases concerning field service projects and accomplishments, the Grantee will include the following boilerplate language about the National Trust:

The National Trust for Historic Preservation provides leadership, education, advocacy and resources to a national network of people, organizations and local communities committed to saving places, connecting us to our history and collectively shaping the future of America's stories. For more information visit www.PreservationNation.org.

- E. The Grantee will take advantage of opportunities to promote membership in and engagement with both the Grantee and the National Trust.
- F. The Grantee will comply with the Trademark License attached hereto as Exhibit A and incorporated herein by reference.

6. Grant Period

The Grant Period for this award will begin when the Grant Agreement is executed, but no later than August 31, 2009, and end November 15, 2012, when the final reporting is completed. Expenses incurred before or after this period will not be paid for by this grant. The grant period may be extended for up to six months, for significant reasons such as the field representative position's becoming vacant, at the sole discretion of the National Trust.

7. Grant Budget

The grant and matching funds will be used exclusively for activities outlined on the application budget and in this Challenge Grant Agreement. Revisions in the application budget that result in a change of 10 percent or more of the total for any line item require prior written approval by the National Trust Regional Office. Grantee shall be required to submit an annual statement of expenditures funded by this Grant and the match with the annual progress report.

Fifteen percent (15%) of the grant will be used by the National Trust to cover the National Trust's direct costs in administering the program and providing technical assistance to participating organizations. Fifteen percent (15%) of the matching funds raised by the Grantee must be allocated to cover the Grantee's costs in administering the field services program.

One hundred percent (100%) of the matching funds raised by the Grantee will remain with the Grantee, to be used for the purpose of implementing and administering the scope of work.

8. Schedule of Disbursements

Provided that the scope of work is progressing to the satisfaction of the National Trust, the National Trust agrees to pay the Grantee according to the Payment Schedule below. The total amount of money disbursed can not exceed the total grant amount listed in the Agreement.

- A. The full Partner's match amount for the Year One budget must be committed, with either documented cash contributions or pledge agreements, no later than September 1, 2009.
- B. The full Partner's match amount for the Year Two budget must be committed, with either documented cash contributions or pledge agreements, no later than September 1, 2010.
- C. The full Partner's match amount for the Year Three budget must be committed, with either documented cash contributions or pledge agreements, no later than September 1, 2011.

The grantee may submit documentation of cash match for any of the payment periods listed below. The Grantee must submit the *Documentation of Cash Match* form attached hereto as Exhibit B and incorporated herein by reference, by the payment period due date. Payment is

contingent upon the verification of the *Documentation of Cash Match* and compliance with the grant agreement. Payment is also contingent upon qualification of the financial match by the Robert W. Wilson Charitable Trust. In the event the financial match is not approved by the Robert W. Wilson Charitable Trust, the Grantee will be notified, and no payment will be made.

Each cash match documentation shall include a certification by the chief executive officer and the chief financial officer of the Grantee that the Grantee is in compliance with all the terms of the Grant agreement.

A pledge shall qualify as a Matching Contribution only when actually paid.

Payment Schedule

The first payment period applicable to the Round Two Grantee begins on March 2, 2009.

Payment Period	Due Date for Submitting Documentation Statement to the National Trust	Due Date for the National Trust to Deliver Certified Funding Notice to the Wilson Trust	Estimated Due Date for Grant Payment to the National Trust by the Wilson Trust	Estimated Date Payment Will Be Sent to the Grantee
I	March 3, 2008	April 1, 2008	July 15, 2008	August 15, 2008
II	June 2, 2008	July 1, 2008	October 15, 2008	November 15, 2008
III	September 1, 2008	October 1, 2008	January 15, 2009	February 15, 2009
IV	December 1, 2008	January 1, 2009	April 15, 2009	May 15, 2009
V	March 2, 2009	April 1, 2009	July 15, 2009	August 15, 2009
VI	June 1, 2009	July 1, 2009	October 15, 2009	November 15, 2009
VII	September 1, 2009	October 1, 2009	January 15, 2010	February 15, 2010
VIII	December 1, 2009	January 1, 2010	April 15, 2010	May 15, 2010
IX	March 1, 2010	April 1, 2010	July 15, 2010	August 15, 2010
X	June 1, 2010	July 1, 2010	October 15, 2010	November 15, 2010
XI	September 1, 2010	October 1, 2010	January 15, 2011	February 15, 2011
XII	December 1, 2010	January 1, 2011	April 15, 2011	May 15, 2011
XIII	March 1, 2011	April 1, 2011	July 15, 2011	August 15, 2011
XIV	June 1, 2011	July 1, 2011	October 15, 2011	November 15, 2011
XV	September 1, 2011	October 1, 2011	January 15, 2012	February 15, 2012
XVI	December 1, 2011	January 1, 2012	April 15, 2012	May 15, 2012
XVII	March 1, 2012	April 1, 2012	July 15, 2012	August 15, 2012
XVIII	June 1, 2012	July 1, 2012	October 15, 2012	November 15, 2012

In the event the Robert W. Wilson Charitable Trust declines to make a grant payment to the National Trust, the National Trust shall have no obligation to make a payment to the Grantee.

9. Matching Requirements

Eligible Sources of Matching Funds

- A. The minimum gift from a single donor qualifying for the financial match is \$10,000, payable over a period of up to three years.
- B. Gifts may be from individual donors, corporations, or foundations.
- C. Gifts must be cash or assets readily convertible into cash.
- D. Donor contributions received on or after October 1, 2007, but not later than June 1, 2012, are eligible for the match.
- E. Donor contributions must be designated specifically for the “*Partners in the Field Program*” or for the “*Partners Field Service Programs*.”
- F. Donor contributions must be new or increased contributions, as follows:
 - i. A contribution from a donor who has not previously given to the Partner’s field service programs.
 - ii. An increased contribution from a donor for the Partner’s field service programs, whose gift exceeds the donor’s 2007 Base Year Gift to Partner’s field service programs by \$10,000 or more.

For this purpose, the aggregate amount of contributions by a donor to a Partner for field service programs in each match year will be compared to the aggregate amount of cash and/or property so contributed by such donor to the Partner for field service programs in the fiscal year ending September 30, 2007.

In determining the amount of matching contributions received from a donor, contributions made by an individual, by that individual’s spouse, and by any charitable foundation (i) which is a “private foundation” as defined by Section 509(a) of the Internal Revenue Code and (ii) for which the individual or the individual’s spouse is a “disqualified person” as defined by Section 4946(a) of the Internal Revenue Code, shall be aggregated and treated as a single contribution in that year.

Ineligible Sources of Matching Funds

- A. Bequests
- B. Endowment or endowment income
- C. Funds raised through special events
- D. Government grants
- E. Investment or earned income
- F. Unpaid pledges
- G. In-kind contributions
- H. Other National Trust funds

I. Other gifts from the Robert W. Wilson Charitable Trust or related persons

The Grantee agrees to notify the National Trust promptly of any problems, delays and/or adverse conditions that may materially affect meeting match requirements.

10. Allowable Costs

Grant money must be used for new or expanded field services and related expenses, and *must* include salary and benefits for the field representative(s).

Grant money may also be used for:

- A. Training for field staff
- B. Travel and related expenses for field staff
- C. Web site development and updating directly related to technical assistance for preservation
- D. Publications and print materials for technical assistance in the field
- E. Equipment directly related to field services, such as laptop computers
- F. Communications, including cell phones, internet access, and other e-communications or web tools directly related to the delivery of field services
- G. Expenses related to state, regional, or citywide workshops convened for delivering preservation services

11. Non-Allowable Costs

The Grant funds and matching funds may not be used for:

- A. Salary expenses for staff members other than those devoted to field services work
- B. Expenses that are not related to field services
- C. Regranting
- D. Expenses incurred before or after the grant period

12. Reporting

The Grantee agrees to submit to the National Trust:

- A. *Documentation of Cash Match* by the payment schedule outlined in section 8 above;
- B. *Annual Progress Reports* due on or before the following dates;
 - i. September 1, 2009

ii. September 1, 2010

iii. September 1, 2011

The Annual Progress Report will include a statement of expenditures funded by this Grant and the match, and a budget of expenditures for the next year.

- C. A full and complete *Final Grant Report and Program Evaluation* due on or before November 15, 2012.
- D. Any and all reporting as required by the Shared Expectations Attachment with the National Trust Regional Office.

Reporting forms will be provided by the National Trust. All reports will be submitted electronically.

13. Status and Inspection

- A. Grantee represents and warrants that it is a private nonprofit organization duly organized, validly existing and in good standing under the laws of the United States; that all necessary action has been taken to make this agreement binding and enforceable against Grantee in accordance with its terms; and that Grantee is an organization described in Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code and is not a private foundation as described in Section 509(a) of the Code.
- B. Grantee shall notify Grantor immediately of any change in Grantee's 501(c)(3) tax-exempt status. In the event that the Grantee's tax exempt status as a 501(c)(3) organization has been revoked, or in the event the Grantee is determined to be a private foundation under Section 509(a), the National Trust shall have no obligation to make any further payments.
- C. Grantee must remain a National Trust Statewide or Local Partner in good standing, identified on the National Trust web site;
- D. Grantee shall notify the National Trust immediately of any staff changes that include:
 - i. Field representative
 - ii. Executive staff or key staff responsible for achieving the Grant purposes
- E. Neither party may assign this agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party.
- F. Grantee agrees to permit representatives of the National Trust, with reasonable notice, to inspect activities of the organization to ensure that the work is progressing as planned and that the grant funds are being used for the purposes stated.
- G. The National Trust (or, at its election, its accountants, attorneys, or other agents) will have the right to inspect and review Grantee's books and records to determine

compliance with the terms of this Grant. Grantee will maintain its books and records in a manner that will allow the National Trust or its designated agents to make such an inspection within a reasonable time frame and without undue effort.

- H. Grantee shall provide the National Trust with a copy of the Grantee's annual report, and, audited financial statements, if available. On request, the Grantee shall provide the National Trust with copies of bank statements if proof of deposit is requested by the Wilson Trust. The National Trust reserves the right to an annual review of the Grantee's Form 990.

14. Indemnification and Hold Harmless

Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the National Trust for Historic Preservation, their officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees), directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee, its officers, directors, employees, or agents, in applying for or accepting the Grant, in expending or applying the proceeds of the Grant, or in carrying out the program(s) or project(s) to be funded or financed by the Grant, including, without limitation, any act or omission of any field representative funded by this Grant. The field representative is not an employee of the National Trust.

15. Breach and Reimbursement

In the event that Grantee violates or fails to carry out any provision of this Agreement, including, without limitation:

- A. failure to hire or maintain a field representative;
- B. failure to make adequate progress on the scope of work outlined in section 4 above, at the sole discretion of the National Trust;
- C. failure to raise matching funds or maintain a budget sufficient to carry out the purpose of the grant;
- D. failure to submit reports when due;

Grantor may, in addition to any other legal remedies it may have, refuse to make any future grants or payments of this Grant to Grantee, and Grantor may demand the immediate return of all or any portion of the Grant, and Grantee shall immediately comply therewith. Grantor reserves the right to terminate the Grant for non-compliance and to reallocate any funds returned, along with funds remaining in the Grant, to another Grantee.

In the event that the National Trust is required to reimburse the Robert W. Wilson Charitable Trust for grant funds that are found during an audit to be not qualified or not in compliance with the Grant Agreement, the Grantee will be required to reimburse the National Trust the full amount of the non-qualified or non-compliant funds for which the Grantee is responsible.

In the event that the donor does not make payments to the Grantee at the time and in the amount required by the donor's pledge, on which the National Trust and the Wilson Trust are relying, the donor's pledge will be reexamined to determine the appropriate match amount payable by the National Trust, if any, based on the pledge payments actually made by the donor. If it is determined that the National Trust has overpaid the Grantee, or that the Wilson Trust has overpaid the National Trust in respect of the donor's pledge, the National Trust will require that amount to be repaid to the National Trust by the Grantee, within thirty (30) days after the donor is notified of the amount that must be repaid.

16. Notice

Any notices or other communications required or permitted pursuant to this Grant Agreement shall be in writing and shall be sent to the designated representative of the party as designated below:

If to the National Trust, to:

Susan West Montgomery
Associate Director, Statewide and Local
Partnerships
National Trust for Historic Preservation
1785 Massachusetts Avenue, NW
Washington, DC 20036
susan_montgomery@nthp.org

If to the Grantee, to:

Henry McCartney
Interim Executive Director
Market Arcade, Suite M108
617 Main Street
Buffalo, NY 14203
henry.mccartney@gmail.com

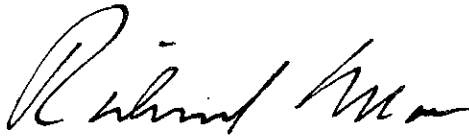
Either party may change the designated representative or the address by providing notice in accordance with this paragraph.

10. Signatures of Authorizations

The signatures below indicate acceptance of this Agreement, including the Shared Expectations Attachment.

The parties of this Agreement have executed the Agreement as of the dates indicated.

National Trust for Historic Preservation



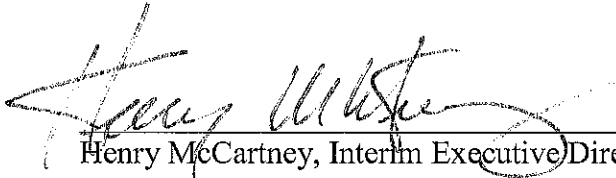
March 31, 2009

Richard Moe
President, National Trust for Historic Preservation

Date

Preservation Buffalo Niagara

CHIEF EXECUTIVE OFFICER:



Henry McCartney, Interim Executive Director

May 14 2009
Date

BOARD CHAIR/PRESIDENT:

Catherine Schweitzer

Name

Catherine Schweitzer
Signature

May 14, 2009
Date