



September 24, 2010

Ms. Jackie Rossetti
Deputy Director of Communications
City of Somerville
93 Highland Avenue
Somerville, MA 02143

Dear Ms. Rossetti:

This letter serves as the grant agreement (the "Grant Agreement") between **America's Promise Alliance** and **City of Somerville** (the "Sub-grantee"), a recipient of the 2010 *100 Best Communities for Young People* award. As such, it outlines the terms and conditions that apply to the **\$1,000** grant awarded for the purposes of conducting a local celebration event.

Terms and Conditions

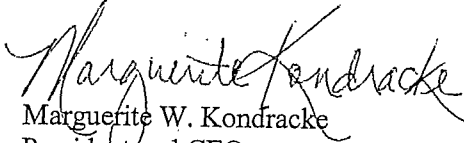
1. Use of Grant Funds – All grant funds must be used only for the purpose of conducting a local celebration event (the "Permitted Uses"). The grant funds may not be expended for any other purpose without America's Promise's prior written approval. Any funds not expended for the purposes of the grant during the grant term must be immediately returned to America's Promise.
2. The following conditions apply to this grant:
 - America's Promise Alliance must have a minimum of three weeks' notice before the event in order to ensure a representative can attend, schedule permitting.
 - The event must be open to the public.
 - Local press must be notified and invited to attend the event.
 - America's Promise Alliance welcomes communities to combine the local announcement with an existing community event, but reserves the right to deny any such request based on the content and relevance of the existing event.
 - Event venue, date, time, and logistics are to be determined by the community. America's Promise Alliance requests that events be scheduled between October 15, 2010, and March 1, 2011. Event dates outside this range must be approved by America's Promise Alliance.
 - Event signage may incorporate the winners' seal and any other artwork provided by America's Promise Alliance. All other signage must be submitted for approval by America's Promise Alliance.

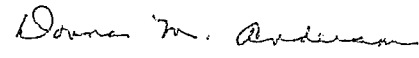
3. Prohibited activities – The Sub-grantee agrees that no portion of the Grant shall be used for activities that are prohibited to organizations exempt from federal income tax, including, without limitation, the participation or intervention in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office, nor should the Grant be used for attempting to influence legislation or lobbying.
4. Termination of Grant and Reversion of Grant funds – America’s Promise reserves the right to terminate this Grant Agreement, if, in its discretion, it determines that the Sub-grantee has made any misrepresentations, has in any way misappropriated Grant funds or has violated the purpose or terms of this Grant Agreement. In the event that America's Promise terminates this Grant Agreement pursuant to this Section, then the Sub-grantee will return Grant funds unexpended as of the date of such termination to America’s Promise within ten working days of such date.
5. Grant period – The period of this Grant will begin on **October 15, 2010 and terminate on March 1, 2011**. Grant funds must be obligated in full by close of such period *or returned to America’s Promise*.
6. Grant disbursement – Grant funds will be disbursed from America’s Promise Alliance upon its receipt of a signed copy of this Grant Agreement, notification and approval of a local event date.
7. Financial Records – Grant funds are to be used for the purposes stated in this Grant Agreement. The Sub-grantee must be able and willing to prove to America’s Promise’s satisfaction that no portion of the Grant funds have been used for purposes other than those stipulated above. To this end, vouchers consisting of bills, invoices, canceled checks, receipts and other documents which provide evidence of the disbursement of funds shall be retained by the Grantee for at least three years following completion of the grant term.
8. Governing Law – The State and Federal Courts located in the District of Columbia shall have exclusive jurisdiction over any dispute which might arise in connection with this grant, and the laws of District of Columbia shall govern the interpretation of the terms of the Grant.

If this letter correctly sets forth your understanding of the terms of this Grant, please indicate your organization's agreement to such terms by countersigning the two original copies and returning one to America's Promise.

We look forward to our continued work with you.

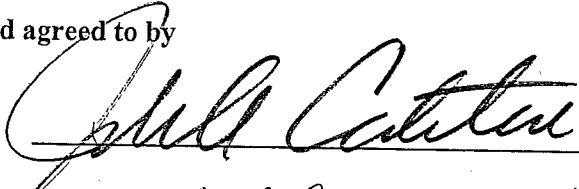
Sincerely,


Marguerite W. Kondracke
President and CEO
America's Promise Alliance


Donna M. Anderson
Senior Vice President and CFO
America's Promise Alliance

Accepted and agreed to by

Signature:



Joseph A CURTATONE

Date:

12/7/10

Please print
Name:

Title:

MAYOR

Organization:

CITY OF SOMERVILLE MA

Tax Id: _____