

September 16, 2011

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 2011 100 Best Communities for Young People award. As such, it outlines the terms and conditions that apply to the \$2,500 grant awarded to your community.

Terms and Conditions

- 1. Use of Grant Funds - All grant funds must be used only for the purpose of conducting a local celebration event and/or to fund a local youth-serving program (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:
 - Communities must submit a description (of not more than one page) of the youth-serving program to be supported. Qualifying youth-serving programs will provide one or more of the Five Promises and/or promote the Grad Nation goal of reducing the nation's high school dropout crisis. This description must be attached to the signed grant Agreement returned by the Sub-grantee to America's Promise Alliance.
 - Local event venues, dates, times and logistics are to be determined by the Sub-grantee. All events must be scheduled between October 15, 2011, and March 1, 2012. Event dates outside this range must be approved in advance by America's Promise Alliance.
 - All requests for America's Promise Alliance representation at local celebration events must be submitted no later than November 30, 2011. A minimum of four weeks' notice is required for any event. A one-paragraph description of planned activities for local celebration events must accompany the signed Agreement returned by the Sub-grantee to America's Promise Alliance.
 - 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 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.
- Sub-grantees hosting local celebration events are required to supply America's Promise Alliance with photos from the event no later than one week after the event date. Sub-grantees are encouraged to send a short description of the activities that took place at their local celebration event along with the photos.
- 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, 2011 and terminate on March 1, 2012. Grant funds must be obligated in full by close of such period or returned to America's Promise.
- 6. <u>Grant disbursement</u> 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,

President and CEO

America's Promise Alliance

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Donna M. Anderson

Senior Vice President and CFO America's Promise Alliance

Accepted and agreed to b

Signature:

Please print Name:

Title:

Fumerville, MASS. Tax Id: 046 001 414

Event scheduled for 2/25