

**WINTHROP
ROCKEFELLER
FOUNDATION**

June 20, 2012

Mayor, Harold Perrin
City of Jonesboro
515 West Washington Ave.
PO Box 1845
Jonesboro, AR 72403-1845

RE: North Jonesboro Neighborhood Initiative
Grant # 9-1222 *(Please reference on all correspondence)*

Dear Mayor Perrin:

We are pleased to inform you that the Winthrop Rockefeller Foundation (WRF) has taken action to support the City of Jonesboro as the fiscal sponsor for North Jonesboro Neighborhood Initiative (NJNI), with a grant of \$100,000.00 for the period July 1, 2012 through July 1, 2014.

This grant is intended to provide core staff and administrative support for the implementation of the NJNI strategic plan. Cory Anderson, Vice President, will be responsible for the management of this grant.

Description of Work and Products

As detailed in your grant proposal, NJNI, with the City of Jonesboro as the fiscal agent, will:

- Develop a NJNI Advisory Board that includes residents and community partners to implement the North Jonesboro strategic plan
- Develop a marketing plan with promotional materials and a video to educate North Jonesboro residents, business and education stakeholders, and the community at-large about the community change process
- Organize a team of AmeriCorps Service members to provide direct services to the community as identified in the strategic plan
- Develop a youth advisory board to assist and inform the strategic activities of the main advisory board
- Develop and implement a North Jonesboro mini-grant program for neighborhood revitalization

Payment Provisions

Based on the approved budget, WRF agrees to pay City of Jonesboro to support NJNI \$100,000.00 in this work. Payment will be made in two (2) installments, subject to the terms and conditions, as follows:

\$58,450 upon receipt of this fully executed original Letter of Agreement and completed EFT form with a copy of a voided check
\$41,550 on or around July 15, 2013

Our understanding is that these funds will be spent according to the attached budget. Any changes in this approved budget that exceed 10 percent of any line item, as well as any changes in key personnel, must be approved in advance by WRF.

Reporting Requirements

NJNI will submit the following reports to WRF, including a Budget Expenditure Report:

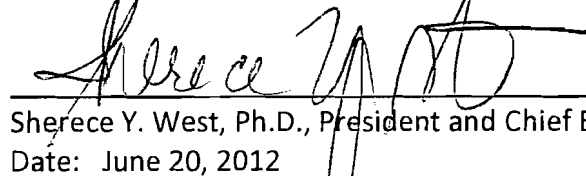
Progress Report	Due: January 2, 2013
Progress Report	Due: July 2, 2013
Progress Report	Due: January 2, 2014
Final Report	Due: June 30, 2014

Please note remaining grant payment(s) are contingent upon timely receipt of required Progress and Expenditure Reports. Further specific provisions of this grant are described in the attached Winthrop Rockefeller Foundation Grant Contract Terms and Conditions.

I hope you find the terms of this grant acceptable. Please indicate this by signing below and returning the completed original Letter of Agreement to WRF's office.

On behalf of the Winthrop Rockefeller Foundation, I look forward to a productive relationship.

THE WINTHROP ROCKEFELLER FOUNDATION



Sherece Y. West, Ph.D., President and Chief Executive Officer
Date: June 20, 2012

Accepted by: City of Jonesboro

Attested by: City Clerk



**THE WINTHROP ROCKEFELLER FOUNDATION
GRANT CONTRACT TERMS AND CONDITIONS
City of Jonesboro,
North Jonesboro Neighborhood Initiative
GRANT #9-1222**

- 1. Use of Grant Funds:** Grant funds will only be used for religious, charitable, scientific, literary, or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue code of 1954, as amended (the "Code"), and more specifically you may use the grant funds only for the purpose outlined in the Letter of Agreement.

You agree to complete the scope of work as detailed in your proposal submitted to the Winthrop Rockefeller Foundation and approved by staff.

You acknowledge that the Winthrop Rockefeller Foundation (WRF, the "Foundation") has not earmarked the use of the grant funds or any portion thereof for any other organization or individual.

You acknowledge that the grant funds will be expended as specifically itemized in the approved line item budget. **(A copy of your Approved Budget, Attachment A, is incorporated into this agreement by reference.)** You acknowledge that you will repay to the Winthrop Rockefeller Foundation any portion of the amount granted and interest income arising from such amount that is ***not used for the purpose of this grant.***

Revisions to the grant budget or the approved scope of work must be pre-approved. All requests for revisions to the approved budget or scope of work must be submitted using forms available from the Foundation. Requests for forms may be submitted electronically to programstaff@wrfoundation.org.

- 2. Quality of Work:** Both the quality of the work and progress toward achieving the goals of the grant will be subject to review by the Foundation. Progress may be monitored by on-site visits by representatives of the Foundation. In particular, the Foundation may monitor the continued commitment of personnel involved in the work of the grant. In addition, the Foundation will, throughout the term of the grant, consider whether continuation of the work of the grant is in the interest of the general public. If the Foundation is not satisfied with the quality of the work or progress toward achieving the goals of the grant, if the Foundation is of the opinion that you are incapable of satisfactorily completing the work of the grant, or if the Foundation determines that continuation of the grant is not reasonably in the interest of the general public, the Foundation may, in its discretion, declare the grant terminated. The Foundation's determination as to the quality of work being performed, the progress being made toward the goals of the grant, your ability to satisfactorily complete the work of the grant, and whether continuation of the work of the

grant is in the interest of the general public will be final and will be binding and conclusive upon you insofar as further grant payments are concerned.

3. **Certification and Maintenance of Exempt Organization Status**: You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and “not a private foundation,” within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a “Public Charity”). You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity. Furthermore, you hereby affirm that this grant will not cause you to fail to qualify as a Public Charity. You will comply with the provisions of the Code and the regulations hereunder applicable to you as a Public Charity and will not violate any other statute or regulation applicable to you where such violation materially affects your ability to carry out the goals of the grant.

4. **Reporting Requirements**: You agree to comply with the provisions described in **Reporting Requirements, Attachment B, which is incorporated into this agreement by reference.**

You agree to provide a copy of your most recent audit, including the opinion letter, annually, and provide the Foundation with immediate notification of any changes in your tax exempt status as soon as it occurs.

5. **Special Reporting Requirements; Ability to Perform; Changes in Key Personnel**: You will promptly report any changes in conditions that materially affect your organization’s ability to fulfill the terms of this grant (Examples: mergers, dissolution, bankruptcy, mass resignation of board members, loss of use of facilities). Further, you will immediately report any changes in key personnel (e.g., organization’s chief executive, coordinator of the project), indicating the person’s name, position, and as applicable, replacement; and describe how the transition of these person(s) impact this project.

6. **License Agreement**: The Foundation is hereby granted a non-exclusive, fully paid-up, irrevocable, perpetual, world-wide right and license to use the works produced with WRF funds for all Foundation purposes. Fees may be charged to cover the costs of reproduction and distribution of grant-produced materials, but no grant-produced materials may be sold for profit by any party.

7. **Copies of Grant-Funded Products**: Unless otherwise indicated, you will furnish two copies of any printed publications or audio/visual materials (works) produced with WRF funds and include acknowledgement of WRF support in all such publications or productions in conformance with the **Publicity Guidelines, Attachment C, which is incorporated into this agreement by reference.** If the information produced with WRF funds is located on a website, you agree to provide the site contents to WRF for review prior to its posting on the Web. You agree to provide WRF unrestricted access to the website or for those pages on the website containing the information produced with WRF funds (Usage passwords and registration authorization must be provided to the WRF). You also hereby grant WRF the right, in its sole discretion, to provide a link to your website or to any relevant portion of the site.

8. **Acknowledgement of Support:** All manuscripts, papers, releases, exhibits, or interviews prepared for meetings, the public or private press, magazines, periodicals, radio, television, Internet websites, or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge the Foundation's support. **(See Attachment C.)** As part of the acknowledgement of WRF support, you may provide a link to the WRF website; however, the Foundation may revoke such permission at any time.
9. **Records:** You will maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records in an easily checked form. You will keep records of receipts and expenditures of grant funds as well as copies of the reports submitted to the Foundation and supporting documentation for at least four (4) years after the completion of the use of the grant funds and will make such books, records, and supporting documentation available to the Foundation for inspection at reasonable times from the time of your acceptance of this grant through such period.
10. **Violation of Terms; Change of Status:** In the case of any violation by you of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of your status as a Public Charity, the Foundation reserves the right in its absolute discretion to terminate the grant. The Foundation's determination will be final and will be binding and conclusive upon you. If annual or interim reports are not received in a timely manner, the Foundation may withhold payment until the outstanding report is received and may terminate the grant if any such report is not received within a reasonable time (no more than sixty [60] days) following the date on which it was due.
11. **Termination:** Upon termination of this grant for any reason, the Foundation will withhold any further payments of grant funds and you will repay to the Foundation any portion of the grant funds that were not spent for the grant project no later than seven (7) days following your receipt of written notice of termination by the Foundation.
12. **Future Funding:** You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate.
13. **Modification:** This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation, using forms specified in this document, as appropriate.
14. **Applicable Law:** This agreement will be construed in accordance with the laws of the State of Arkansas.

ATTACHMENT A:**APPROVED BUDGET**

Approved Project Budget					
Organization:		City Of Jonesboro			
Project Name:		North Jonesboro Neighborhood Initiative			
Budget Period:		July 1, 2012 - June 30, 2014			
	WRF Budget YR 1	WRF Budget YR 2	Total 2 YR WRF Budget	Funding from Other Sources	TOTAL
Direct Costs:					
Personnel:					
Community Serv. Coord.	35,000	25,000	60,000	23,000	83,000
Strategic Planning Assistance	10,000	5,000	15,000	-	15,000
AmeriCorps Stipends	-	-	-	212,800	212,800
Fringe Benefits	10,000	8,000	18,000	-	18,000
Total Personnel	55,000	38,000	93,000	235,800	328,800
Non-Personnel:					
Telephone	-	-	-	8,000	8,000
Supplies	-	-	-	5,000	5,000
Printing & Publications	1,500	1,500	3,000	7,000	10,000
Travel	1,200	1,300	2,500	-	2,500
Office Furniture & Equipment	-	-	-	13,000	13,000
Office Space for Two Sites	-	-	-	48,000	48,000
Utilities for two sites	-	-	-	72,000	72,000
Food for Network Dinners	750	750	1,500	-	1,500
Small Grants Program	-	-	-	60,000	60,000
Total Non-Personnel	3,450	3,550	7,000	213,000	220,000
Total Project Budget	58,450	41,550	100,000	448,800	548,800

ATTACHMENT B:**REPORTING REQUIREMENTS**

ORGANIZATION NAME: City of Jonesboro
PROJECT NAME: North Jonesboro Neighborhood Initiative
GRANT NUMBER: 9-1222 *(Please reference on all correspondence.)*

REPORTING INFORMATION:

The Winthrop Rockefeller Foundation (WRF) reporting process is intended to help identify successful practices, inform others, and maintain accountability. It is our hope that reflection on the questions that follow will facilitate the reporting process and help to better measure the outcomes realized through your initiative.

Submit reports to WRF on the use of the funds, compliance with the terms of the Grant Contract, and the progress made toward achieving the goals of the project. If required reports are not received in a timely manner, the Foundation may withhold further grant payments until the report is received.

PROGRESS REPORT:

The progress report is a brief description of your work to this point and how the funds have been expended. For your progress report, we ask that you submit the following:

1. A one page narrative on your overall progress, barriers, and/or learnings to date.
2. An expenditure report, using the budget form provided by WRF, reflecting actual expenses against your approved budget. Note if there were any budget revisions approved during this reporting period.
3. A copy of your organization's most recent audited financial statements. These may be attached separately. If the most recent audited financial statements have been included with a previous report, please indicate.

FINAL REPORT:

The final report is a more extensive description of your organization's progress in carrying out the goals of the grant. For your final report, answer the following and re-state the numbered question prior to each:

1. Please describe your progress made to:
 - a. Develop a NJNI Advisory Board that includes residents and community partners to implement the North Jonesboro strategic plan
 - b. Develop a marketing plan with promotional materials and a video to educate North Jonesboro residents, business and education stakeholders, and the community at-large about the community change process

- c. Organize a team of AmeriCorps Service members to provide direct services to the community as identified in the strategic plan
 - d. Develop a youth advisory board to assist and inform the strategic activities of the main advisory board
 - e. Develop and implement a North Jonesboro mini-grant program for neighborhood revitalization
2. What barriers or challenges have you identified during this reporting period? How do you plan to address these barriers or challenges?
3. What other resources have you been able to **leverage** and/or outside partners have you been able to engage in support of this project? Please list these partners and briefly describe the nature of their contribution or commitment to this effort. Please be specific about the dollar value amount of both direct and/or in-kind support.
4. Please describe the **impact** this project has had on the following:
 - a. The development of the NJNI Advisory Board and Youth Advisory Board
 - b. Establishment of an organized AmeriCorp Service Team
 - c. Development of additional funding mechanisms for community change
 - d. The number of residents, faith leaders, and business leaders newly engaged in the change process
5. Please describe your plans to sustain these program components at the conclusion of WRF's support.
6. Using the budget form provided by WRF, provide an expenditure report reflecting actual expenses against your approved budget. Note if there were any budget revisions approved during this reporting period.
7. Please provide a copy of your organization's most recent audited financial statements. These may be attached separately. If the most recent audited financial statements have been included with a previous report, please indicate.

REPORTING INSTRUCTIONS:

Reports may be submitted in electronic or paper copy formats, although electronic submissions are preferred. Submit electronic copies of reports in formats compatible with Microsoft Word and Microsoft Excel to: programstaff@wrfoundation.org. Mail paper copies of reports to: Program Staff, Winthrop Rockefeller Foundation, 225 East Markham Street, Suite 200, Little Rock, AR 72201.

The Winthrop Rockefeller Foundation (WRF, the "Foundation") encourages grant recipients to publicize the award of a grant. Publicizing grants can draw greater attention to your effort to make a difference in Arkansas.

Please follow these guidelines:

NEWS AND PRESS RELEASES:

- The Foundation should always be referenced to as "**Winthrop Rockefeller Foundation**" and not as "The Rockefeller Foundation."
- The Foundation should be identified as a funder and not referred to as a "partner."
- The Foundation's program staff expects to preview all press releases containing the name of the Foundation in advance. Items may be sent to:
programstaff@wrfoundation.org.
- In some cases, the Foundation reserves the right to publicize grants and initiate the lead in the news release of specific grants.

PUBLICATIONS; WEBSITES:

- Articles, published information, and website information related to this grant shall be forwarded to the Foundation's program staff **prior** to its release.
- The Foundation expects to be acknowledged in publications, website information, and media presentations.
- Communication material created with a WRF grant cannot be sold by the grantee organization.
- In keeping with copyright restrictions, use of WRF photographs and images is prohibited unless written approval is obtained from the Foundation. Please send requests for approval to: programstaff@wrfoundation.org.

Please include the following Winthrop Rockefeller Foundation background information paragraph in all press releases:

For over 35 years, the Winthrop Rockefeller Foundation has worked to make a difference by helping to build and sustain the organizations that serve and strengthen Arkansas. Through grantmaking and strategic partnerships, WRF is working even harder to help close the economic and educational gaps that leave too many Arkansas families in persistent poverty. Working together, the needle can and must move from poverty to prosperity for all Arkansans. For more information on the Winthrop Rockefeller Foundation, go to www.wrfoundation.org.

PHOTOGRAPHS:

WRF is interested in receiving compelling photographs that pertain to the grant for possible use on our website or in WRF publications. A signed release form, which is enclosed, must accompany any photograph(s) sent to the Foundation. These photographs will become the property of WRF and cannot be returned. While we value and appreciate your willingness to share photographs, please understand that we will be selective in deciding which photographs to post or publish.

ADDITIONAL INFORMATION OR ASSISTANCE:

If you have any questions regarding these publicity guidelines or need assistance, please contact Cory Anderson, Vice President, Winthrop Rockefeller Foundation, 225 East Markham Street, Suite 200, Little Rock, Arkansas 72201, telephone 501-376-6854.

Release of Photography – Minor

I am authorized to act on behalf of

I hereby give permission for photographs of

to be taken and used by the Winthrop Rockefeller Foundation for purposes of public information and publicity. I understand that these photographs may appear in the Winthrop Rockefeller Foundation's annual report, other publications, and the web site. I further understand that I am releasing any interest in these photographs.

PLEASE PRINT

Child's Name _____

Name of Authorized Adult _____

Signature of Authorized Adult _____

Date _____ Witness _____

Signature of Witness _____

Release of Photography - Adult

I hereby give permission for photographs of

to be taken and used by the Winthrop Rockefeller Foundation for purposes of public information and publicity. I understand that these photographs may appear in the Winthrop Rockefeller Foundation's annual report, other publications, and the web site.

I further understand that I am releasing any interest in these photographs.

PLEASE PRINT

Name _____

Signature _____

Date _____ Witness _____

Signature of Witness _____



**WINTHROP
ROCKEFELLER
FOUNDATION**

Request for Electronic Funds Transfer

(Please type directly into form using the typewriter tool in Adobe)

Organization Name: City of Jonesboro

Grant Number: 9-1222

Contact Information of the individual to be notified when the transfer has been completed:

Name & Title:

Email:

Phone Number:

Recipient Bank:

Recipient Bank Address:

City, State Zip:

{PLEASE DO NOT PROVIDE WIRE INFORMATION}

*Your Routing (ABA) Number for ACH Transfers is different from your "wire" information.
Please check with your financial institution for clarification regarding your specific account, if
necessary.*

Routing (ABA) Number for ACH Transfers:

Recipient Account Name:

Account Number:

Account is: **Checking:** **OR** **Savings:**

Name:

Title:

Date:

Signature: _____

Please attach a copy of a voided check or savings deposit statement

M A K I N G A D I F F E R E N C E I N A R K A N S A S