

# GRANT AGREEMENT

This AGREEMENT, dated as of **April 10, 2023** between **WASHOE COUNTY** (the "Grantee"), a government agency with offices in Reno, NV and **COMMUNITY SOLUTIONS INTERNATIONAL, INC** ("CS"), a Delaware not-for-profit corporation with offices in New York, NY, Washington, DC and Los Angeles, CA, sets forth the terms and conditions under which the Grantee will receive and use funding from CS ("Agreement").

**1. Grant Summary:** A grant in the total amount of **\$50,000.00** USD ("Grant Amount") has been approved to support the goal outlined in **Appendix A** of this agreement.

**2. Grant Amount Disbursement:** The Grant Amount will be paid in one disbursement, to carry out the activities approved by CS and outlined in **Appendix A** to this agreement. If, for any reason, CS does not approve a report, CS shall provide Grantee with a detailed description explaining CS's denial of the report sufficient for the parties to discuss and make a good faith attempt to resolve the dispute. Based on progress toward the goal additional funding beyond the Grant Amount may be awarded subject to a separate grant agreement. Nothing contained herein will be construed to obligate CS or any of its affiliates to provide any additional funding to the Grantee.

**3. General Terms and Conditions:**

**3.1** CS reserves the right, in its sole discretion, to discontinue funding, terminate this Agreement, or both, if it is not satisfied with the performance of the Grantee. However, if such action is being considered, CS and the Grantee will work together to resolve any non-compliance issues. In the event of discontinuation or termination, any unexpended or uncommitted funds shall immediately be returned to CS unless otherwise agreed in writing by both CS and the Grantee.

**3.2** The Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless CS and its affiliates, officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Grantee, its affiliates, employees, or agents, in applying for or accepting the Grant Amount, in expending or applying the Grant Amount or in carrying out any project or program supported by the Grant Amount, except to the extent that such claims, liabilities, losses and expenses arise from any act or omission of CS, its affiliates, officers, directors, employees, or agents. The terms and conditions of this Agreement are confidential in nature and should only be disclosed on a "need-to-know" basis.

**3.3** CS has the right to make site visits at reasonable times to review Grant progress, performance, and operation. Grantee shall provide reasonable access to facilities, records, and other documentation of expenses. All site visits will be performed in a manner that does not unduly interfere with or delay the work or operations of the Grantee or its contractors. Site visits shall be subject to Grantee's reasonable facility access, safety, security, and confidentiality policies.

**4. Restrictions on use of Funds:** The Grant Amount funds and any interest earned thereon shall not be used:

- a. To carry on propoganda or otherwise attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code (Tax Code));
- b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Tax Code);
- c. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 4945(d)(2) of the Code);
- d. To undertake any activity for any purpose other than a charitable, educational, scientific or literary purpose (as such terms are defined in section 170(c)(2)(B) of the Code);
- e. To make any grant, loan, compensation, or similar payment constituting an "excess benefit transaction" described in section 4958 of the Tax Code;
- f. To make any grants to individuals or organizations (unless approved in writing by the CS);
- g. To make payments to cover debts, liabilities, or expenses unrelated to the proposed grant activities;
- h. To make any payments that would be illegal under local, state or federal law;
- i. To conduct transactions that involve conflicts of interest, self-dealing, and/or private inurement; or
- j. To finance past or potential future litigation.

**5. Intellectual Property:** For purposes of this Agreement, Intellectual Property shall mean patented and unpatented inventions, copyrighted works, methodologies, processes, technologies, algorithms, trade secrets, know-how and proprietary information of either Party ("Intellectual Party"). It is mutually understood and agreed that neither Party shall acquire, directly or by implication, any rights in any Intellectual Property of the other Party which is owned, controlled, acquired, developed, authored, conceived or reduced to practice independent of this Agreement or prior to the date of this Agreement, regardless of whether such Intellectual Property is embodied in any materials provided to the other hereunder.

Each party shall retain title to any Intellectual Property if developed, authored, conceived, or reduced to practice independently and solely by that Party during the performance of this Agreement with the other Party's Intellectual Property. In such event, no license, express or implied, shall inure to the benefit of the other participating Party to prepare copies and derivative works of such copyrighted works or to make, use or sell products or processes incorporating such Intellectual Property, except as expressly provided herein or in subsequent agreements between the Parties.

In the event Intellectual Property is developed jointly by the Parties during the performance of this Agreement, unless expressly provided otherwise, such Intellectual Property shall be owned jointly by the Parties unless one of the Parties elects not to participate in such joint ownership. Neither Party shall take action with respect thereto which will adversely affect the rights of the other Party without the prior written consent of that Party, which consent shall not be unreasonably withheld or delayed. As to all such jointly owned Intellectual Property, each owning Party shall agree to use, practice and license non-exclusively such jointly owned Intellectual Property, without in any way accounting to the other owning Party, except that each owning Party agrees to use reasonable efforts to maintain such jointly owned Intellectual Property as confidential and

proprietary in the same manner it treats its own Intellectual Property of a similar character. Procedures for seeking and maintaining protection such as patents or copyrights for jointly owned Intellectual Property shall be mutually agreed in good faith by the owning parties. Any Party which does not bear its proportionate share of expenses in securing and maintaining patent protection on jointly owned Intellectual Property in any particular country or countries shall surrender its joint ownership under any resulting patents in such country or countries.

Intellectual Property that is (A) owned, controlled, acquired, developed, authored, conceived or reduced to practice independent of this Agreement or prior to the date of this Agreement, including, without limitation, pre existing data, or (B) developed, authored, conceived, or reduced to practice independently and solely by a Party or jointly by the Parties during the performance of this Agreement, including, without limitation, data collected during the performance of this Agreement, shall be referred to herein as "Independent Intellectual Property"). Although the ownership rights to any Independent Intellectual Property of the original-owning Party that is embodied in any materials provided to the other hereunder are retained by the other Party, notwithstanding anything to the contrary herein (including, for example, the expression that no license to use certain Intellectual Property is granted except as expressly provided herein or in subsequent agreements between the Parties), the original-owning Party hereby grants a non-exclusive, non-revocable, worldwide right and license to use its Independent Intellectual Property as embodied or embedded in jointly developed Intellectual Property and derivatives thereof, provided that such using-Party uses its reasonable efforts to maintain such Independent Intellectual Property that is customarily considered to be confidential and proprietary in the same manner it treats its own confidential and proprietary Intellectual Property of a similar character.

The Parties agree that the use of data in the aggregate that is not personally identifying shall be deemed as maintaining such data that is Independent Intellectual Property and such data that is jointly owned Intellectual Property in a confidential and proprietary manner (i.e., in the same manner it treats its own Intellectual Property of a similar character).

Grantee hereby acknowledges and agrees that, given the purpose of the services and work performed by CS hereunder and the benefits of sharing and otherwise using certain results of such work as developed by CS during the terms of this Agreement, including, for example, case studies, learning sessions, reports, evaluation, blogs, toolkits, frameworks, lessons learned reports, quality data scorecards, annual reports, housing operations checklists and standard operating procedures, policy position papers, and training, storytelling videos, data that is not personally identifiable ("Work Product"), CS may, in its sole discretion and without prior notification, or a charge payable to Grantee, share, disseminate, or otherwise use such Work Product in connection with CS contractors, employees and agents, its financial sponsors, including but not limited to the MacArthur Foundation, and any and all other people and entities to which CS reasonably provides access to such Work Product, with no payment due Grantee or any third party. Such right to share, disseminate, and otherwise use the Work Product includes, but is not limited to, the right to publish the Work Product on the CS website, to share the Work Product through the CS newsletter and social media channels, to share the Work Product with its networks with attribution, and to share the Work Product through any and all MacArthur Foundation information distribution channels.

**6. Contacts:** Listed below is the contact information for contacts CS and the Grantee have assigned to this Grant Amount. Should the main point of contact for this Grant Amount or the charitable activities associated with this Grant Amount change, the Grantee must inform the assigned CS contact(s) listed below.

**CS Contacts:**

Beth Sandor  
Principal, Community Solutions  
Solutions bsandor@community.solutions  
310-699-2028

Moeed Ishrat  
Director of Contracts and Compliance, Community  
mishrat@community.solutions  
786-223-2994

**Grantee Contacts:**

Catrina Peters  
Homeless Services Coordinator, Washoe County  
CPeters@washoecounty.gov

7. **Entire Agreement:** This Agreement sets forth the entire Agreement between the parties with respect to the subject hereof and may be changed only by a written Agreement signed by both parties. The parties acknowledge that they have read this Agreement and agree to be bound by its terms.

**{SIGNATURE PAGE FOLLOWS}**

**WASHOE COUNTY**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**Dana Searcy**  
**Division Director, Washoe County**

**COMMUNITY SOLUTIONS INTERNATIONAL, INC**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**James Schleck**  
**Chief Financial Officer**

## Appendix A

**Grant Start Date:** April 17, 2023

**Grant End Date:** April 17, 2024

### Grant Purpose:

- The funds will be used to address the credit, rental, and/or criminal background related housing barriers.
- Breakdown
  - \$15k for app fees
  - \$20k for increased security deposits
  - \$15k for background checks and legal fees to seal eviction records

### Impact of Funding:

As a result of this funding, community would be able to:

1. Reduce the number of actively homeless adults on Washoe County's by-name list by 10% by the end of 2023.

### Mitigation Strategy:

<b>Risk</b>	<b>Mitigation Strategy</b>
Landlords hesitant to rent to potential tenants exiting homelessness	Develop cohesive marketing strategy that highlights financial incentives, risk mitigation fund, and tenancy support benefits of program
Voucher amounts not matching rent prices	Ensure maximum payment standards voucher increases with local public housing authority
Funds can not sufficiently cover stabilization needs of individuals who are at-risk of returning to the BNL from housing.	Coordinate and leverage multiple funding streams existing partner agency staff to strengthen tenancy supports
Lack of units available to participants of CoC programs	Partner agencies dedicate staff time to coordinated and intentional landlord recruitment

### Grant Requirements:

- Reporting project progress to BFZ on a quarterly basis
- Tracking spending against project budget
- Adjusting spending strategies based on data and new needs
- Submitting updated, relevant BFZ data monthly