

# COMMUNITY SOLUTIONS

## Flex/Catalytic Award Letter

Date: December 02, 2024

This award letter is between Community Solutions International, INC (the “Grantor”) and Washoe County Human Services Agency (the “Grantee”), in the total amount of \$30,000. By accepting these funds, Grantee understands and agrees to the below Terms and Conditions.

### General Terms and Conditions:

1. **Grant Period:** For purposes of this award letter the “Grant Period” shall commence as of the date of this award letter and shall conclude on the 3 month anniversary.
2. **Grant Purpose:** This grant is intended to carry out the activities approved by the Grantor as outlined in the Case for Investment linked here:  
[https://docs.google.com/document/d/1YmuUpPEmEwr0nc3zYkYT-mfv\\_QJL6gJ5/edit](https://docs.google.com/document/d/1YmuUpPEmEwr0nc3zYkYT-mfv_QJL6gJ5/edit)
  - a. The Grantor reserves the right, in its sole discretion, to discontinue funding, terminate this funding, or both, if it is not satisfied with the performance of the Grantee. However, if such action is being considered, the Grantor 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 the Grantor unless otherwise agreed in writing by both the Grantor and the Grantee.
  - b. The Grantor has the right to make site visits at reasonable times to review Grant progress and performance. Grantee shall provide reasonable access to facilities, records, and other documentation of expenses incurred by Grantee in connection with this grant. 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.
  - c. Nothing contained herein will be construed to obligate the Grantor or any of its affiliates to provide any additional funding to the Grantee.
3. **Schedule Disbursement:** The Grant Amount (\$30,000) will be paid on the following schedule, subject to adjustment by Grantor:
  - a. \$30,000 upon execution of the award letter
4. **Restrictions on use of Funds:** The Grant Amount funds and any interest earned thereon shall not be used:
  - a. To carry on propaganda 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 the Grantor);
- 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 award letter, 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 award letter or prior to the date of this award letter, 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 award letter 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 award letters between the Parties.

In the event Intellectual Property is developed jointly by the Parties during the performance of this award letter, 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 award letter or prior to the date of this award letter, 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 award letter, including, without limitation, data collected during the performance of this award letter, 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 award letters 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 the Grantor hereunder and the benefits of sharing and otherwise using certain results of such work as developed by the Grantor during the terms of this award letter, 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”), the Grantor 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 the Grantor 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 the Grantor 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 the Grantor website, to share the Work Product through the the Grantor 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. Hold Harmless:** 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

**7. Reporting Requirements:** Upon accepting funds, Grantee agrees to

A. Report project progress to Grantor by February 1, 2025 and upon request

- B. Track spending against project budget
- C. Adjust spending strategies based on data and new needs
- D. Submit updated, relevant Built for Zero data monthly basis, upon request

8. **Contacts:** Listed below are the main points of contact for this grant and aforementioned charitable activities.

**Community Solutions, INC Contacts:**

Beth Sandor  
Principal, Community Solutions  
bsandor@community.solutions

Melanie Lewis Dickerson  
Director, Large Scale Change  
mlewisdickerson@community.solutions

**Signed on behalf of the grantor:**



Signature:  
Printed Name: James Doyle  
Title: Chief Financial Officer  
Date: December 2, 2024

**Signed on behalf of the grantee:**

Signature: *Ryan Gustafson*

Printed Name: Ryan Gustafson  
Title: Director  
Date: