



# GRANT AGREEMENT

This AGREEMENT, dated as of **September 18, 2023** between **Boulder County** (the "Grantee"), a non-profit organization with offices in **Boulder, Colorado**, and **COMMUNITY SOLUTIONS INTERNATIONAL, INC** ("CS"), a Delaware not-for-profit corporation with offices in New York, NY and Washington, DC 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 **\$232,875** USD ("Grant Amount") has been approved to support the goal outlined in **Appendix A** of this agreement. Year two funding is contingent upon an approved sustainability plan.
- 2. Grant Amount Disbursement:** The Grant Amount will be paid in two disbursements to carry out the activities approved by CS and outlined in **Appendix A** to this agreement. Initial payment will be made upon execution of this agreement. Subsequent payment will be made upon submission and approval of an approved sustainability plan to CS. 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. Year two funding is contingent upon an approved sustainability plan.
- 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 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 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

bsandor@community.solutions

310-699-2028

Moeed Ishrat

Director of Contracts and Compliance, Community Solutions

mishrat@community.solutions

786-223-2994

**Grantee Contacts:**

Heidi M. Grove

Homeless Solutions for Boulder County Systems Manager

hgrove@bouldercounty.gov

303-441-1417

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}**

**Boulder County**

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

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

**Claire Levy  
Commissioner**

Attest  
Claire Levy

**COMMUNITY SOLUTIONS INTERNATIONAL, INC**

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

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

**James Schleck**

**Appendix A**

**Grant Start Date:** September 18, 2023

**Grant End Date:** September 18, 2025

**Grant Purpose:**

Funds will be used to staff a position at **Boulder County**. The position will be staffed in accordance with the approved BFZ Job Description, attached as **Appendix B** to this grant agreement.

**Impact of Funding:**

This position will support data enhancements to integrate outreach contacts into the county data system which is critical to report individuals who move to inactive. In addition, this position will be responsible for addressing data sharing challenges, improving data quality, and the integration between Boulder County's data system and HMIS. While some of the efforts are currently underway, staff capacity is currently a challenge and having a dedicated staff position to focus on these key efforts, will expedite the efforts to move towards full data driven decision making (directly impacting policy making) across the system. This position will also be responsible for documenting these efforts that can be shared across the region and ensure these system changes are sustained.

**Mitigation Strategy:**

Risk	Mitigation Strategy
<p><b>Staff Turnover Mitigation</b></p>	<p>In partnership with Boulder County Human Resources, we identified increased staff salary to increase retention based on income. In addition, the supervisor of the position will meet with hired staff at minimum once per week to discuss challenges, current workflow and support identification of prioritization to decrease staff burn out. The supervisor will also ensure that the new hire has all of the equipment needed to be successful in the position. If the position is vacated during the grant period, the position will be immediately posted.</p>

**Grant Requirements:**

- Reporting project progress to BFZ
- Tracking spending against project budget
- Adjusting spending strategies based on data and new needs
- Submitting updated, relevant BFZ data monthly
- Submit a sustainability report at the end of year one

## Appendix B

**Position Title:** Data and Evaluation Specialist (SD1)

**Reports To:** Homeless Solutions for Boulder County (HSBC) Systems Manager

**The Data and Evaluation Specialist will:**

- Be responsible for improving core service functions through ongoing evaluation and data management efforts.
- Contribute to data-informed continuous quality improvement across partner organizations and the larger HSBC system.
- Work collaboratively with Homeless Solutions for Boulder County to prepare, submit, and provide reports for systems decision-making and recommendations.

**PRINCIPAL DUTIES AND RESPONSIBILITIES:**

- Assist in developing, managing, and implementing program data evaluations, tools, and systems to collect, analyze, and support continuous learning and quality improvement efforts.
- Provide support in assembling and submitting data for presentations.
- Support Systems Manager with tools and information required to successfully lead systems efforts.
- Assist with the development of new ways to explore, report, and interpret quantitative and qualitative information.
- Engage in program monitoring efforts to identify best performance and quality improvement practices.
- Manage information infrastructure to support Homeless Solutions for Boulder County evaluation efforts.
- Ensure data are collected on a timely basis, regular reports and information on progress are distributed, and make recommendations for future improvements based on the data.
- Provide support to ensure clear and concise presentations and reports to help drive data-driven decision making.
- Revise and update instruments needed to ensure most accurate programmatic outcomes for all aspects of programs and services.

**MINIMUM QUALIFICATIONS:**

- Bachelor's Degree with a minimum of three years' experience working in data/grants management in nonprofit or government environments.
- Proficient in MS Office, and/or other data management systems
- Experience with SPSS and Excel are preferred
- Strong interpersonal communication skills
- Ability to focus on tactical projects with strong strategic thinking and analytical skills.
- Able to work independently with strong time management and critical thinking skills.
- Must be detail oriented with strong interpersonal and communications skills.

**Certificate Of Completion**

Envelope Id: C6D45CD3983949978D935EAF707B84C5	Status: Sent
Subject: Grant Agreement MacArthur Foundation, Homeless Solutions Boulder County, \$237,,875	
Type of Document:	
BOCC Signed Contract	
Department/Office: Community Services	
Source Envelope:	
Document Pages: 7	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Carlene Okiyama
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	2025 14th St
	Boulder, CO 80302
	cokiyama@bouldercounty.org
	IP Address: 97.107.70.37

**Record Tracking**

Status: Original	Holder: Carlene Okiyama	Location: DocuSign
9/27/2023 3:14:16 PM	cokiyama@bouldercounty.org	

**Signer Events**

Signature	Timestamp
Cecilia Lacey clacey@bouldercounty.org Clerk to the Board Boulder County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	Sent: 9/27/2023 4:12:31 PM

Claire Levy  
clevy@bouldercounty.org  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Claire Levy  
clevy@bouldercounty.org  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Editor Delivery Events**

**Agent Delivery Events**

**Intermediary Delivery Events**

**Certified Delivery Events**

**Carbon Copy Events**

**Witness Events**

**Notary Events**

**Signature**

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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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