

GRANT AGREEMENT

This **AGREEMENT**, dated as of **9/14/2019** between **Lake County** (the "Grantee") a governmental organization with offices in **Lake County, IL** and **COMMUNITY SOLUTIONS INTERNATIONAL, INC** ("CS"), a Delaware not-for-profit corporation with offices in New York, NY, Atlanta, GA, Washington, DC, Los Angeles, CA and Hartford, CT, sets forth the terms and conditions under which the Grantee will receive and use funding from CS (the "Agreement").

- 1. Grant Summary:** A grant of in the total amount of **\$200,000** (the "Grant Amount") has been approved to support the goal of the Grantee to end **chronic** homelessness by **12/31/2019** (the "Goal Date").
- 2. Grant Amount Disbursement:** The Grant will be paid in a single disbursement. If the Grantee is successful, 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. Grant Requirements:** The Grantee will use the funds strategically to end **chronic** homelessness, as defined by the U.S. Department of Housing and Urban Development, in **Lake County, IL** (the "Goal") by the Goal Date. If for any reason the Community does not meet the Goal by the Goal Date, they will continue to utilize the funding to work towards the Goal until the Goal is achieved. As a condition of receiving the Grant Amount, the Grantee is required to participate in CS' Built for Zero Collaborative for at least one year following the execution of this Agreement. The Grantee will also report performance data monthly from its community-wide By Name List for at least two years following the execution of this Agreement. Finally, within two weeks after the Goal Date has passed, the Grantee will provide a one-page memorandum to CS describing efforts and results against the Goal in a format specified by CS' reporting template. CS reserves the right to publish information related to this investment and its subsequent impact.
- 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 (the "Code"));
 - b. 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);
 - c. 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);
 - d. To make any grant, loan, compensation, or similar payment constituting an "excess benefit transaction" described in section 4958 of the Code;
 - e. To make any grants to individuals or organizations (unless approved in writing by the CS);
 - f. To make payments to cover debts, liabilities, or expenses unrelated to the proposed grant

activities;

- g.** To conduct transactions that involve conflicts of interest, self-dealing, and/or private inurement; or
- h.** To finance past or potential future litigation.

5. General Terms and Conditions:

5.1 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 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.

5.2 Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor and its 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 Grantee, its 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 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.

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 or the charitable activities associated with this grant change, Grantee must inform the assigned CS contact(s).

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| CS Contacts: | Beth Sandor Principal bsandor@community.solutions 310-699-2028 | Moeed Ishrat Operations Manager mishrat@community.solutions 786-223-2994 |
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| Grantee Contacts: | Brenda O'Connell Continuum of Care Program Coordinator, Lake County BOConnell@lakecountyil.gov 847-377-2113 |
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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.

Lake County

By

Dated:

**Jodi Gingiss
Community Development Administrator**

COMMUNITY SOLUTIONS INTERNATIONAL, INC

By

Dated:

**Kaitlin Miller
Senior Director of Operations**