



Welcoming America Grant Agreement Fund to Foster Belonging

Grantees participating in The Fund to Foster Belonging will conduct projects that meet the criteria for intergroup contact theory and “Do It Together projects,” and bring together immigrants and US born over the course of the grant period. Grantee deliverables are briefly outlined in Exhibit B.

This Grant Agreement is entered into between the Welcoming America Inc., (“WA”) a GEORGIA Not-For-Profit Corporation, with offices at 315 WEST PONCE DE LEON AVE, DECATUR, GA 30030 and Salt Lake County, a government with offices at 2001 S. State St. N1-130, Salt Lake City, UT 94190 (“Organization”).

WHEREAS, Organization has submitted a Proposal to Welcoming America Inc. (“WA”), and

WHEREAS, the WA has approved a grant of money (the “Grant”) to support the Organization’s Proposal on the terms set forth in this Grant Agreement;

NOW, THEREFORE, the parties agree as follows:

1) Acknowledgement and Use of Funds

This Grant may be used only for the purposes described in Exhibit B, which reflects the grant proposal made to WA by the Organization. It is understood that these Grant funds will be used for such purposes substantially in accordance with the approved scope and budget set forth in **Exhibit B**.

2) Grant Term

This Grant Agreement (the “Agreement”) shall be effective as of **March 1, 2023** (the “Effective Date”), and shall continue through completion, no later than **December 31, 2023** (the “Grant Period”).

3) Award and Payment Terms

Grant Payments

WA grants the Organization \$37,000 to be paid in one installment.

The full grant amount will be paid within 30 days of execution of this Agreement. Payment will be made from WA to the Organization via ACH or paper check dependent on the Organization’s preference.

Premium Membership: Grantees will be upgraded to premium membership in the Welcoming Network (valued at \$2,500) for the remainder of the calendar year of 2023. After 2023, grantees will be responsible for payment of membership dues if they decide to continue as members.

Travel Opportunity: Two representatives from each site will receive complimentary registration to attend Welcoming America's annual conference, the [Welcoming Interactive](#) in San Jose, CA, on April 26-28, 2023. In addition to complimentary registrations, up to two representatives from each site will receive two night's complimentary stay in the conference venue hotel, and can receive a one-time stipend of up to \$1500 to offset the cost of travel for the conference.

4) Termination or Revocation of Agreement and Termination of Grant

Welcoming America Inc. reserves the right to discontinue funding of the Grant, require repayment of any unexpended portion of the Grant, and terminate this Agreement at any time if it determines, in its sole discretion after reasonable consultation with Organization, that: (i) it is not satisfied with the progress of the Grant or the content of any written report, (ii) Grant funds are not being used by Organization in an effective and efficient manner to further the Grant's purpose, or (iii) Organization has otherwise failed to comply with the terms of this Agreement. In the event that WA makes any such determination, it shall have the right to (i) discontinue any further payments to Organization and/or (ii) direct Organization to repay any Grant funds not used in accordance with this Agreement. WA reserves the right to discontinue, modify, or withhold any payments due under this Grant, or to modify the terms of this Agreement, to comply with any law or regulation applicable to this Grant or to protect and maintain WA's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

5) Grant Modification and Sub-Granting

It is understood that no substantial variances will be made from the deliverables in Exhibit B without WA's prior approval in writing. The Organization agrees not to regrant any of the Grant funds without WA's explicit prior approval. Should WA permit the Organization to regrant any of the Grant funds, then the Organization agrees to perform sufficient due diligence following philanthropic and grantmaking best practices (including child protection policies, if applicable) when regranting to ensure that any Grant funds are used consistently with the purpose of this grant and the terms and conditions of this Grant Agreement.

6) Tax-exempt Status

The Organization represents that it is a tax-exempt organization and that it is not a "private foundation" as defined in Code Section 509(a). The Organization shall notify WA immediately of any anticipated or actual changes in its tax-exempt status.

7) Lobbying and Political Activity

Grants are not made for the purpose of attempting to influence legislation. Organization shall not use any funds from this Grant for lobbying activities, as described in Sections 501(h) and 4911 of the Code. In addition, the Organization shall not use any funds from this Grant to participate in any way in any electoral campaign or any partisan political or electoral activity. The Organization must use the Grant funds exclusively for charitable, scientific, literary, religious or educational activities consistent with WA's tax-exempt status under section 501(c)(3) of the Code.

8) Evaluation and Monitoring

WA and its designees may monitor and conduct an evaluation of operations under this Grant, which may include a visit from WA personnel to observe Organization's program, discuss the program with Organization's personnel, and review financial and other records and materials connected with the activities financed by this Grant. Additionally, third-party evaluators engaged by WA must have reasonable access to assess outcomes and impact of programs.

9) Unspent Funds

The Organization will return to WA any portion of the Grant not expended or committed to be expended for the Project by the Grant Period end date. To request an extension of the grant term, the Organization must provide a written request, including reason and new requested end date, to WA before the end date of the Grant Period. The Organization must receive written approval to expend funds beyond the Grant Period. All contracts and subgrants funded using Grant funds must be completed by the end of the Grant Period.

10) Grant Reporting and Deliverable Requirements

The Organization shall provide WA with a mid-year report (due July 2023), a public feature (due January 2024), and a final financial report (due January 2024.) Reports shall be delivered via email to proposals@welcomingamerica.org. The Organization shall prepare the above in accordance with the reporting guidelines attached hereto as Exhibit A.

11) Intellectual Property

Except as otherwise specified in this Agreement, each Party understands and agrees that nothing in this Agreement shall create any right of ownership or license in and to the other Party's Intellectual Property Rights, and each Party shall continue to independently own and maintain its Intellectual Property Rights. For purposes of this Section, "Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights of every kind and nature throughout the universe and however designated. Organization agrees to use any revenue realized by the Organization from sales or licenses of the intellectual property created or developed with the Grant funds exclusively for the scope of work or for charitable, scientific, literary, religious or educational purposes, and to ensure that such revenue does not inure to the personal benefit of individual(s) or noncharitable entities.

12) Limited License

WA grants to the Organization a non-exclusive, limited license to use any public materials provided to the Organization by WA during the Term solely in furtherance of the Grant Purposes.

13) Publicity and Acknowledgement

The Organization acknowledges that financial support for the Fund To Foster Belonging is provided by WA. The Organization shall acknowledge the support of WA in all publications, presentations, website references, and other public communications related to the activities funded by this Grant unless WA indicates otherwise in writing. The Parties agree that all publications, presentations, website references, and other public communications that reference

or quote WA and its staff in relation to the Grant Funds may be subject to review or approval by WA and the Organization prior to public distribution. WA may include information regarding the Organization in its periodic public reports and may include such information in press releases or other publicly available materials. The Organization agrees to make any data, research, knowledge and other information developed with these Grant funds freely available to WA. At WA's request, the Organization agrees to execute all necessary or appropriate documents and take all other reasonable steps to document or formalize such rights in these materials. Materials created through WA granted dollars should be used for the public good.

14) Financial Records

The Organization shall (i) maintain complete and accurate separate accounting for the Grant, detailing receipts and expenditures made under the Grant, and (ii) retain these records during the Grant Period and for at least four (4) years after receipt and acceptance of the final report. During this time, the Organization shall make such records available to the Fund (or its designated representatives) for inspection or audit at WA's expense and on reasonable notice to the Organization.

15) Indemnification

Organization will indemnify, defend and hold harmless WA and its directors, officers and employees from and against all claims, liabilities, losses, damages, costs or expenses (including reasonable attorney fees) due to any act or failure to act by Organization except to the extent that any event giving rise to a claim was caused by the gross negligence, bad faith or willful misconduct of WA.

16) Confidentiality

Each party recognizes that during the term of this Agreement, it may learn or develop, or the other party may disclose to it, confidential or proprietary information that is not otherwise known to the general public and that is owned by or licensed to the other party. Each party agrees not to use the other party's confidential information (a) for any reason other than in connection with this Agreement; (b) for its own benefit or the benefit of any third parties; or (c) to publish, reveal or otherwise, directly or indirectly, disclose the other party's confidential information either during the term of this Agreement or afterwards, except if compelled by law or order of a court, administrative agency or other governmental body or as directed by the other party. If a party is compelled to disclose confidential information of the other party pursuant to this paragraph, then such party will (if legally permissible) provide the other party with prompt notice so that the other party may seek a protective order or otherwise prevent or restrict such disclosure and will only disclose that portion of confidential information as legally compelled.

17) Applicable Law

This Agreement shall be governed, construed and enforced in accordance with laws of the State of Georgia without regard to its conflicts of laws rules.

18) Miscellaneous Provisions

This Agreement constitutes the only agreement between the parties and supersedes all prior agreements and understandings, written or oral, between the parties with respect to the subject

matter detailed above. This Agreement may not be modified except upon mutual written agreement. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. If any term of this MOU is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms shall remain in full effect. Certain provisions by the nature of the provision, including sections 15 and 16, survive the termination of this Agreement.

Signed and agreed to as indicated below:

Welcoming America Inc.

DocuSigned by:
By: Jennifer Granik
Name: Jennifer Granik
Title: Chief Financial and Operating Officer
Date: 2/28/2023

Government of Salt Lake County

DocuSigned by:
By: Jenny Wilson
Name: Jenny Wilson
Title: Mayor
Date: 2/27/2023

Reviewed as to form:

DocuSigned by:
Melanie Mitchell
Name: Melanie Mitchell
Title: Senior Attorney,
District Attorney's Office
Date: 2/27/2023

EXHIBIT A – REPORTING AND DELIVERABLES GUIDELINES

Organizations are required to provide the following reports for their project. All reports must be submitted electronically to Proposals@welcomingamerica.org. Questions about the report may be emailed to Jordyne Krumroy (jordyne@welcomingamerica.org).

Part 1 - Mid-Year Report - Due July 31, 2023

Mid-Year Reports will allow grantees to add detail to their original concept while also weaving in learnings and accounting for necessary changes. This brief report should include a monthly timeline detailing the “Do It Together” programs and outputs that will occur between March 2023-December 2023. A template will be provided to grantees in March 2023.

Part 2 - Public Feature - Due January 31, 2024

In place of a formal final report, each Level 1 Fund To Foster Belonging grantee will be asked to either:

A. Produce a written piece of content in coordination with the Welcoming America communications team.

OR

B. Produce an interactive piece of content in coordination with the Welcoming America communications team.

The goal of both options is to share the innovative work and lessons learned with Welcoming Network members and the broader field. Grantees agree to participate in at least one of the above public features. More details on both options will be provided.

Part 3 - Final Financial Report - Due January 31, 2024

At the end of the grant period each organization is required to submit a final accounting of expenditures for the funded project. This should include details on match funding acquired if applicable.

EXHIBIT B – DELIVERABLES

The following purposes have been approved as deliverables for the grantee. Grant funds will be used for such purposes as:

- 4-H and Youth Government members, both U.S. born and immigrant, will collect the stories of immigrant and refugee residents, and publish a book of these stories.
- Hold a book sales fundraiser to raise money to fund citizenship application fees, Green Card fees, or both.
- Youth participants will take part in Welcoming Week activities.

In addition to the project described above the Grantee commits to participating in the following learning opportunity:

- Attend bi-monthly coaching calls (March-December 2023) with a Welcoming America representative
- Attend the Welcoming Interactive Conference in San Jose, CA (April 26-28, 2023)