



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 10/26/2023

**File ID:** TMP-3517

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**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Urban Strategies Inc., to perform Application Services for the Choice Neighborhood Implementation Grant Application.

Resolution No.

**Does this item need to be published?** No

If yes, please list preferred date(s) of publication: \_\_\_N/A\_\_\_\_\_

**Finance Information:**

**Account Number:** 1000-74-74100-515370-00000000

**City Cost Amount:** \$103,003.50

**Total Cost:** \$103,003.50

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:**

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

**RESOLUTION NO. 23-**

**BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement between Urban strategies, Inc., and the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words similar to that certain document attached hereto and identified as “Agreement to perform Application Services- Choice Neighborhoods Implementation Grant Application.” consisting of Seven (7) pages, and the date appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 26<sup>th</sup> day of October, 2023.

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President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 26<sup>th</sup> day of October, 2023.

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Mayor of the City of Huntsville, Alabama

**AGREEMENT TO PERFORM APPLICATION SERVICES - CHOICE  
NEIGHBORHOODS IMPLEMENTATION GRANT APPLICATION  
(Huntsville Housing Authority)**

This Agreement to Perform Application Services -Choice Neighborhood Implementation Grant Application (this "Agreement") is entered into as of the \_\_\_\_ day of October, to be effective as of \_\_\_\_ (the "Effective Date"), by and between the City of Huntsville("the City") and Urban Strategies, Inc. ("USI"), a 501(c)(3) not-for-profit corporation, collectively referred to as "the Parties".

**RECITALS**

A. The City of Huntsville ("City") and the Huntsville Housing Authority ("Authority") are applying for the FY 2023 Choice Neighborhoods Implementation (CNI") Grant from the U.S. Department of Housing and Urban Development ("HUD") to implement a transformation plan to revitalize the Butler Terrace, Butler Terrace Addition, and Jackson Towers housing sites in the Mill Creek neighborhood.

B. The Housing Authority selected USI to serve on the Choice Neighborhoods Implementation Team for the CNI application, with USI as the Lead People Strategy Implementation Team Member.

The Parties now desire to enter into an Agreement to perform Application Services - Choice Neighborhoods Implementation Grant Application in order to undertake the first step toward securing funding to move forward with activities required by the FY 2023 CNI Grant Notice of Funding Availability ("NOFA").

**AGREEMENT**

In consideration of the promises and mutual covenants set forth herein, the parties agree as follows:

1. Incorporation. The foregoing recitals are incorporated herein as if fully set forth.
2. Services of USI. USI will assist in the preparation and completion of the CNI Grant Application (the "Work"), which includes participation in meetings with critical partners, and travel to and from Huntsville.
3. Completion of the Work. The Parties will work together to ensure timely submission of the CNI Grant Application in accordance with the December 11, 2023, deadline provided in HUD's FY 2023 Notice of Funding Availability ("NOFA") for Choice Neighborhoods Implementation Grants. USI will consult with the City, and other CNI Application partners throughout the preparation and drafting process as needed.
4. Staffing. USI agrees to furnish sufficient, competent staff for the proper administration,

coordination, and supervision of the Work. Donovan Duncan and Eva Mosby will be USI's principal contact person for the Work.

5. Term. The Term of this Agreement begins as of the Effective Date and, unless terminated earlier as provided for in this Agreement, shall terminate upon HUD's announcement of funding awards for the FY 2023 Choice Neighborhoods Implementation Grants.

6. Compensation. The City agrees to pay USI for travel expenses related to the Work, not to exceed \$100,000.

(a) The City will pay USI within five (5) business days of submission of the CNI Grant application to grants.gov. Payments will be made via wire transfer, following the receipt and approval by the City of USI's invoices.

7. USI Covenants. USI covenants and agrees that it shall provide access to the City, HUD, and any agency providing funds in connection with the Work, to any books, documents, papers and records which are directly pertinent to this Agreement or the Work for the purpose of making audit, examination, excerpts and transcripts.

8. Disclaimer of Relationships.

(a) Nothing contained in this Agreement shall be deemed or construed to create any relationship of third-party beneficiary, principal, and agent, limited or general partnership, joint venture, or any association or relationship involving USI and the City.

(b) USI acknowledges that any transfer of Federal funds by the City to USI shall not be deemed an assignment of such funds. USI will not succeed to any rights or benefits of the City or attain any privileges, authorities, interests, or rights in or under any such agreement.

9. Representations and Warranties of USI. USI hereby represents and warrants to the City as follows:

(a) It has the legal capacity to enter into this Agreement and to perform all of the undertakings set forth herein.

(b) USI is a duly organized and validly existing corporation under the laws of the State of Missouri authorized to conduct business in the State of Alabama.

(c) This Agreement has been duly and validly executed and delivered by USI and constitutes a valid and legally binding obligation enforceable in accordance with its terms.

(d) USI is not subject to any charter or other legal restriction of any kind which materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of USI.

Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, order or decree of any court or governmental agency, or any indenture or other agreement or instrument to which USI is subject, or will result in the creation of imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of USI pursuant to the terms of any such indenture or agreement or instrument, and will not require the approval of any Federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.

(e) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by USI pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of USI which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

10. Termination by Parties. This Agreement may be terminated:

(a) By the mutual agreement of USI and the City;

(b) By the City if there has been a default in the performance or observance of any term or condition of this Agreement by USI, if such default is not cured within seven days after receipt of written notice thereof from the City; provided that, if such default cannot reasonably be cured within seven days, and USI shall have commenced to cure such default within such seven-day period, then USI shall have such additional time as is reasonably necessary to cure the default if USI promptly and diligently proceeds to cure the same, it being agreed that no extensions shall be for a period in excess of 14 days; or

(c) By USI if there has been a default in the performance or observance of any term or condition of this Agreement by the City, if such default is not cured within seven days after receipt of written notice thereof from USI; provided that, if such default cannot reasonably be cured within seven days, and the City shall have commenced to cure such default within such seven-day period, then the City shall have such additional time as is reasonably necessary to cure the default if the City \ promptly and diligently proceeds to cure the same, it being agreed that no extensions shall be for a period in excess of 14 days; or

(d) Immediately by the City if USI ceases doing business as a going concern, makes an assignment for the benefit of creditors, files a voluntary petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the Federal bankruptcy laws or any similar Federal or state statute, law or regulation, or files an answer to an involuntary petition in bankruptcy admitting the material allegations of such a petition or consents to or acquiesces in the appointment of a trustee, receiver or liquidator of all or any part of its assets or properties or fails to have such proceeding dismissed or stayed within 30 days of the commencement thereof.

11. Damages.

(a) Default by USI. USI shall be liable for any damage to the City resulting from the termination of this Agreement by the City pursuant to Section 10(b). This liability includes any increased costs incurred by the City or its assignee to complete the Work. In no event shall USI be liable for consequential damages (including, without limitation, damages associated with the failure to secure a Choice Neighborhood Planning Grant or other financial assistance for the Project).

(b) Default by the City. If USI terminates this Agreement pursuant to Section 10(c) of this Agreement, then USI may make a claim for damages in an amount not to exceed the total Budget amount.

12. Termination and Suspension for Convenience by the City.

(a) the City suspend and/or terminate the Work in whole or in part, provided that it compensate USI for any work performed by USI up to and including the termination or suspension date.

13. Non-Liability of the City Officials, Employees and Agents. No member, employee, director, or agent of the City shall be personally liable to USI or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to USI or on any obligation under the terms of this Agreement.

14. Miscellaneous. This Agreement (a) may be amended or waived only by a writing signed by each of the parties; (b) may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior consent of the other party; (c) may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; (d) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (e) shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama without giving effect to any conflict of laws rules and with respect to any dispute hereunder, jurisdiction and venue shall be exclusively with the state courts located in Huntsville, Alabama; and (f) shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**URBAN STRATEGIES, INC.**

**THE CITY OF HUNTSVILLE**

DocuSigned by:

*Esther Shin*

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**Esther Shin, President**

10/20/2023 | 12:01 PM CDT

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**Date**

**Tommy Battle, Mayor**

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**Date**

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

## **EXHIBIT A**

### **Scope of Work**

- ❖ Develop the needs assessment pursuant to the 2023 NOFA and ensure that we meet the 65% threshold required under the notice.
- ❖ Analyze the data from the needs assessment and make sure the People Plan is robust to ensure that the family support model is designed for targeted households to thrive.
- ❖ Participate in appropriate meetings related to the CNI grant submission
- ❖ Lead the community engagement strategy for residents and the surrounding neighborhood for the CNI application
- ❖ Support for final CNI grant submission
- ❖ Outreach to City and County executives: HHS, Police, and elected officials
- ❖ Preliminary fundraising from local and national Foundations
- ❖ Technical assistance on human capital and economic development aspects of CNI planning
- ❖ Support for the City on engagement of anchor institutions for Neighborhood development
- ❖ Engagement of private sector partners for economic and workforce development
- ❖ Provide Technical assistance to Huntsville Public-School System on development of Education aspects of the Transformation Plan
- ❖ Support for County departments in identifying resources and gaps for health and human services for residents of targeted housing sites and neighborhood, including drafting and editing of leverage letters per NOFA requirements
- ❖ Coordinating with Housing Authority to secure the leverage letters for inclusion in the CNI application
- ❖ Write the People components including Education and Safety Strategies
- ❖ Selected Neighborhood components including workforce and economic development



## EXHIBIT B

### Budget

#### Huntsville HA Project Fees

##### Oversight Fee Budget

Description	Hours per month	Number of Month	Number of Total Hours	Hourly Rate	Total
President	6	3	18.00	300.00	\$ 5,400.00
Executive VP	30	3	90.00	250.00	\$ 22,500.00
Regional VP	40	3	120.00	200.00	\$ 24,000.00
VP of Educational Initiatives	40	3	120.00	200.00	\$ 24,000.00
Assistant Project Manager	60.23	3	180.69	150.00	\$ 27,103.50
<b>Total Cost for Personnel</b>	<b>176.23</b>	<b>3</b>	<b>528.69</b>		<b>\$ 103,003.50</b>

**Resident Gift for completing the Survey**  
**Total Budget**

USI will  
purchase -  
**\$100,000.00**  
Fort