



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/7/2024

File ID: TMP-4741

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Service Agreement between the City of Huntsville, Huntsville Housing Authority and Urban Strategies Inc., for the Mill Creek Choice Neighborhood Initiative People Strategy Agreement.

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: TBD

City Cost Amount: \$0.00

Total Cost: \$10,000,000

Special Circumstances:

Grant Funded: 100%

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. 24-

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor, or his designee, in his official capacity, be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and Urban Strategies Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, for services related to Mill Creek Choice Neighborhoods Initiative People Agreement, in the amount of ten million dollars (\$10,000,000) which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Choice Neighborhoods Initiative People Strategy Implementation Services Agreement By and Between Urban Strategies, Inc., and the City of Huntsville and Huntsville Housing Authority,” consisting of Twenty one (21) pages, and the date of November 7, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and 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 7th day of November, 2024

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

APPROVED this the 7th day of November, 2024

Mayor of the City of Huntsville, Alabama

**CHOICE NEIGHBORHOODS INITIATIVE PEOPLE STRATEGY IMPLEMENTATION
SERVICES AGREEMENT**

BY AND

BETWEEN

URBAN STRATEGIES, INC.

AND

The City of Huntsville

AND

Huntsville Housing Authority

This Agreement is made and entered into as of the 17th day of July, 2024, (the "Agreement"), by and between The City of Huntsville and Huntsville Housing Authority ("The City AND HHA), two separate 1 with joint partnership, and Urban Strategies, Inc. ("USI"), a not-for profit corporation, (each individually referred to as "Party" and collectively the Parties").

WHEREAS, the City of Huntsville (the "City"), in partnership with the Huntsville, (HHA), the public housing authority for the City of Huntsville, seeks to implement a human services transformation program as a key component in the comprehensive redevelopment of the Mill Creek area of the City; and

WHEREAS, the City and Huntsville applied for and received a \$50,000,000 implementation grant from the U.S. Department of Housing and Urban Development ("HUD") under its Choice Neighborhood Initiative ("CNI") program ("CNI grant" or "grant"); and

WHEREAS, the Parties acknowledge that the awarding of the Grant has been predicated significantly on USI's experience and expertise. More importantly, USI's capacity was ranked and scored as part of the award and site visit process; and

WHEREAS, the City and HHA have entered into an agreement with HUD regarding receipt and usage of CNI funds which includes various human services obligations for which USI will serve as the Lead People implementation entity component of the CNI grant; and

WHEREAS, The City AND HHA are parties to a certain Master Development Agreement (MDA) with HHA dated August 26, 2024, calling for the development of one or more mixed-income housing developments in the City of Huntsville over a period of several years; and

WHEREAS, the CNI grants includes \$10,000,000 to fund a "People" strategy to be implemented by USI; and

WHEREAS, The City AND HHA and USI wish to set forth the terms of their mutual agreement with respect to the performance by USI as the People Lead for the People required under the MDA.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, consideration for which is adequate and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. CONTRACT DOCUMENTS

This Agreement shall be deemed to include:

- 1.1. The City AND HHA People Strategy (Exhibit A)
- 1.2. Budget (Exhibit B)

Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits. In the event of any inconsistency between this Agreement (without reference to the exhibits) and the exhibits, this Agreement (without reference to the exhibits) shall govern.

2. SCOPE OF WORK.

USI shall serve as the People lead and provide services as set forth in Exhibit A. This Scope of Work reflects the range of services related to family coaching, mobility services, and transformative human service programs, that are required of USI as required by the CNI grant. USI shall employ strengths-based perspective and ensure that they work in partnership, empower choices and decision making, and understand and preserve existing resources and networks during program implementation. USI will further support the Mill

Creek Neighborhood Transformation Plan by serving as the lead sustainability partner for resource allocation post grant period.

1. Scope of Work

In addition to the services specified in Exhibit A, USI shall provide the following services:

2. Service Coordination

- 2.1. Hire appropriate local staff to support the program period prior to USI being fully staffed, and provide adequate staff and oversight from other USI locations to meet the needs of the program. Any gains due to vacancies lasting for periods longer than forty-five (45) days will be deducted from the staffing budget and reallocated into the program costs with The City AND HHA's approval, unless USI temporarily fills these positions with USI's current personnel outside of the project.
- 2.2. Convene the local service provider network to engage with community partners committed to improving conditions of well-being and aligning them to the outcomes and strategies for change.
- 2.3. Implement a results-based accountability framework to the service provider network.
- 2.4. Develop Requests for Proposals (RFPs), Memoranda of Understandings (MOUs), and contracts as needed in the selection and contracting of a service partner, ensuring that all contracts comply with the standard operating practices, including the project budget.
- 2.5. Oversee the performance of service partners, including monitoring and ensuring the fulfillment of the terms of partnership agreements, where appropriate. Local partner performance shall be included in monthly updates.
- 2.6. Extend training opportunities, as needed, for: (a) all USI program related staff that will provide direct service support to families; (b) for The City AND HHA staff; and (c) for partners specifically seeking to learn how to implement the results-based accountability framework.

- 2.7. Develop a public and private resourcing strategy to support targeted programming with partners that is needed to achieve targets and to support the endowment with the support of the development team.
- 2.8. Support fundraising activities, which include interfacing with potential foundations and other funders.
- 2.9. Provide oversight with respect to progress towards all goals and milestones.
- 2.10. Organize, facilitate, prepare and present written reports and hold regular update meetings with stakeholders as required by The City AND HHA.
- 2.11. Build and sustain relationships with all partnering organizations by maintaining frequent contact and regular project briefings.
- 2.12. Work collaboratively with The City AND HHA to develop project benchmarks and metrics and review and update them periodically.
- 2.13. Provide extensive outreach and regular communication with the Butler Terrace and Johnson Towers residents through community meetings, periodic distribution of informational flyers and social media updates.

3. Family Coaching and Management

- 3.1. Provide family coaching, case management and supportive services to all eligible households, especially residents of Butler Terrace and Johnson Towers. defined by HUD.
- 3.2. Conduct initial and ongoing recruitment and assessment of resident needs and standardization of case management tracking.
- 3.3. Provide recommendations for changes in service strategies based on resident assessment data.
- 3.4. Implement a service coordination strategy that interfaces with service provider network services that does not duplicate services.

- 3.5. Oversee the installation, training, operation, maintenance and upgrades of LEARN (USI's proprietary custom case management tracking program).
- 3.6. Establish the license for LEARN that will be shared between USI and HHA.
- 3.7. Maintain an eighty-five percent (85%) engagement rate for families within the case management/ coaching.
- 3.8. Monitor the performance of the case management program, which includes:

tracking, assessments, triaging, individual and family development plans, service referrals and follow up, reporting and use of data systems, and coordinate the submission of required reports to HUD.
- 3.9. Commit to the Regional Vice President, Executive Vice President or other senior USI staff being on site approximately twenty-five percent (25%) of working days in the first two years of this Agreement. Senior staff time will be allocated on a monthly basis based on need. The City AND HHA may, in its own discretion, require increased senior staff presence if The City AND HHA deems it necessary for the success of the program.
- 3.10. Ensure that all resident information is properly secured and kept confidential, at a minimum in accordance with industry standards.

4. Sustainability

- 4.1. Support the development of relationships with high quality partners that are sustainable in assisting the community over time.
- 4.2. Support the development of a grassroots leadership body that can assume the role of community organizing and local accountability for continued success on the ground.
- 4.3. Develop with The City AND HHA a Sustainability Plan for services that extend beyond the term of this Agreement.

5. Data and Evaluation

- 5.1. Collect all data related to the People Strategy metrics as developed by USI in partnership with The City AND HHA. Data will be collected and reported to The City AND HHA on a quarterly and annual basis.
- 5.2. Track all HUD required People metrics defined by the current Choice Neighborhoods Data Dictionary.
- 5.3. Negotiate and sign data agreements with appropriate service partners to share and track data related to the identified metrics.
- 5.4. Regularly enter all required data points into LEARN.
- 5.5. Provide supervisory/administrative project access to HHA staff to the LEARN system.
- 5.6. Develop performance and program success evaluation plans that are acceptable to all Parties.
- 5.7. Track leveraged services accessed by CNI Target Residents through partner networks and report leveraged services provided to HHA on a quarterly basis.
- 5.8. Coordinate access for and provide data and reports to any potential evaluator as required by The City AND HHA.
- 5.9. Store all data, digital or analog, in a secure location; at a minimum, in accordance with industry standards.

6. Choice Neighborhoods Program (CNI) Related Activities

- 6.1. Establish a Memorandum of Understanding/Partnership Agreement for CNI related activities and funding.
- 6.2. Support the collection of all data related to metrics as developed by HUD to measure program success in accordance with CNI grant requirements.
- 6.3. Provide technical assistance with development and tracking of leveraged resources.

6.4. Provide technical assistance and support to HHA staff in the preparation of HUD reports including quarterly and annual reports.

7. Reporting and Administrative Requirements

USI shall submit quarterly reports to The City AND HHA related to each of the sections of the work performed that address all metrics required under this Agreement. USI will meet every two (2) weeks with The City AND HHA to ensure that milestones are met, metrics are tracked and that appropriate procedures are being followed.

8. Performance Evaluation

USI's Performance and the success of the program will be evaluated in accordance with Exhibit A.

The scheduling performance criteria and metrics for the first year of the program shall be developed no later than thirty (30) days after execution of this Agreement.

USI's performance will be evaluated quarterly during the first year of the Agreement. The City AND HHA, at its own discretion, may consider moving to annual evaluation at any time beginning in year two (2) of the Agreement.

9. TERM

This Agreement shall be in effect upon execution by USI and The City AND HHA for a term of eight years from the date of execution. Thereafter, this Agreement will renew on an annual basis for up to eight additional one-year terms, provided that neither Party has exercised its rights under Section 3 of this Agreement.

10. CONFIDENTIALITY

10.1. The City AND HHA and USI understand and mutually acknowledge that in connection with this agreement, both The City AND HHA and USI may have access to confidential information owned or controlled by the other Party. Confidential information includes, but is not limited to: (a) the organization's policies and practices; (b) financial data; (c) proprietary business model; (d)

intellectual property, including but not limited to information about the design of customized software program; (e) information of a personal nature about staff or clients; and (f) client data. Specific types of client data included in confidential information are, without limitation, a client's name, address, phone number, date of birth, social security number, health information, employment information, income, and other household or family information. Confidential information may be derived from many sources, including but not limited to, sensitive and confidential work-related correspondence, email, financial documents, reports, databases, case files or case notes, both hard copy and electronic, and also in conversations.

The City AND HHA and USI further understand that disclosure of confidential information to third parties without proper authorization may be damaging to its clients, and it may also violate state and or federal law, and subject the disclosing party to civil or criminal liability. Consequently, The City AND HHA and USI agree that all confidential information disclosed by one Party to another under this Agreement shall be disclosed pursuant only to information consent by the participants and only to the extent permitted by law. Each Party shall exercise the same standard of care to protect such information as is used to protect its own confidential information.

Notwithstanding the foregoing provisions of this section, confidential information shall exclude information that: (a) was in the receiving party's possession before receipt from the disclosing party and obtained from a source other than the disclosing party and other than through the prior relationship of the disclosing party and the receiving party before the effective date of this Agreement; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received by the receiving party from a third party without a duty of confidentiality; (d) is disclosed by the disclosing party to a third party without a duty of confidentiality on such third-party; (e) is independently developed by the

receiving party; or (d) is publicly disclosed by the receiving party with the disclosing party's prior written approval.

USI shall also ensure that the partner agencies and organizations adhere to the same laws and principles.

11. CONFIDENTIAL BUSINESS RELATIONSHIPS

The Parties acknowledge and agree that each Party has or may introduce one or more of the other Parties to vendors, suppliers, partners, employees, and other valuable business relationships while carrying out the collaboration contemplated in this Agreement. The Parties acknowledge further that (i) each Party has developed, and is continuing to develop, trusted vendor and supplier relationships, goodwill with stakeholders in each such Party's network of operations, and confidential, proprietary, and trade secret information, all of which provide each of the Parties, respectively, with a valuable competitive edge in the marketplace; and (ii) these relationships, goodwill and confidential information, if misappropriated, misused, or disclosed, could cause serious harm to the business and operations of the Party to whom such relationships, goodwill and confidential information belong and that the success of each such Party depends to a substantial extent upon the protection of its relationships, goodwill and information. Accordingly, each Party agrees that it will not use or disclose any of the other Parties' trade secrets or other proprietary or confidential information for any purpose other than as authorized as part of the collaboration contemplated under this Agreement.

12. NON-SOLICITATION

During the term of this Agreement and for twelve (12) months thereafter, each Party agrees that it will not directly or indirectly (on behalf of itself or on behalf of any other entity or person) solicit, or engage with, any "Protected Party" (as defined below) in any manner that causes or is designed to cause such Protected Party to reduce or end its, his, or her relationship with the Party who introduced such Protected Party to one or more of the Parties in connection with this Agreement. Notwithstanding the foregoing, nothing in this Section 6 shall restrict the right of any Party to solicit or engage in business with any person

or entity with whom that Party maintained an existing and active business relationship at the time that the Party first made contact with such person or entity in connection with this Agreement. The Parties agree that, in addition to any other relief or remedy available under applicable law, a Party to this Agreement shall be authorized to obtain injunctive relief to address any breach or threatened breach of the terms of this Article VIII, Section U, and a Party that is successful in obtaining any form of such injunctive relief shall be entitled to receive from the breaching Party a payment of the reasonable attorneys' fees and costs incurred by the Party that has obtained injunctive relief to the extent such fees and/or costs are incurred in connection with such Party's efforts to obtain injunctive relief. For purposes of this Agreement, the term "Protected Party" shall include any vendor, supplier, partner, employee, or other business relationship of any Party to the extent that such vendor, supplier, partner, employee, or other business relationship has been introduced by a Party to one or more of the other Parties in connection with the services or collaboration contemplated under this Agreement.

13. INSURANCE REQUIREMENTS

13.1. Each Party shall maintain at its own expense professional liability, general liability and employment practices insurance, each with limits of coverage of \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate and with professional and general liability affording coverage for claims of sexual abuse and misconduct and for insured contracts (including, but not limited to, the indemnification obligations under this Agreement), as well as workers compensation insurance and employer liability coverage in statutory amounts. All such insurance shall be written by an insurer licensed to conduct business in the State of STATE. If any such coverage is maintained on a "claims made" basis, the retroactive date evidenced must be either the same as or prior to the Effective Date and the coverage must include an endorsement providing coverage for an extended reporting period ("tail coverage") for the duration of the applicable statute of limitations.

13.2. All such insurance shall provide that coverage shall not be restricted, reduced or terminated except upon thirty (30) days prior written notice to the other Party. Each Party shall be named as an additional insured on the general liability and employment practices insurance maintained by the other Party. Prior to the Effective Date, each Party shall provide the other Party with such evidence of the insurance coverage required to be carried by it as the other Party may request and shall, throughout the term of this Agreement, assure that the other Party always has evidence in such form as it may require of the terms of such coverage and that such coverage is current and in full force and effect.

14. LIABILITY

Each Party shall be responsible for its negligent acts and omissions and the negligent acts and omissions of its employees, officers, and directors to the extent allowed by law. Nothing herein shall be deemed to waive, modify, or alter to any extent the availability of the defense of sovereign immunity.

15. INDEMNIFICATION

15.1. USI hereby agrees to indemnify, defend and hold harmless The City AND HHA, its officers, directors, employees, agents and affiliates, from and against any loss, cost, damage, expense or other liability, including without limitation all reasonable costs and outside attorneys' fees, arising out of or in connection with a third party claim based on the negligent acts or omissions of USI, its officers, directors, employees or agents in the performance of or failure to perform, their obligations under this Agreement.

15.2. The City AND HHA hereby agrees to indemnify, defend and hold harmless USI, its officers, directors, employees, agents and affiliates, from and against any loss, cost, damage, expense or other liability, including without limitation all reasonable costs and outside attorneys' fees, arising out of or in connection with a third party claim based on the negligent acts or omissions of USI, its officers, directors,

employees or agents in the performance of or failure to perform, their obligations under this Agreement.

- 15.3. An indemnitee entitled to indemnification under this Section shall give notice to the indemnitor of a claim or other circumstances likely to give rise to a request for indemnification, promptly after the indemnitee becomes aware of the same. No compromise or settlement of any such claim shall be made without the prior written consent of the indemnitee.

16. BUDGET

- 16.1. The total cost for USI's People Program Management and Case Management/Service Coordination in the CNI Budget is \$10,000,000, as set forth in the approved budget ("Budget"), which is attached as Exhibit B and incorporated herein. The budget specifically for FY2024 shall not exceed \$10,000,000.
- 16.2. Monthly invoicing. Thereafter, USI shall submit monthly invoices for actual expenditures incurred. Each monthly invoice shall include a detail invoice for wage expenditures, and a separate invoice that details programming/ administrative costs. First invoices may be submitted thirty (30) days after the execution of this Agreement by USI and The City AND HHA. The City AND HHA will review and approve or reject invoices within two weeks of receipt and payment will be made within thirty (30) days of approval of the invoice.
- 16.3. If and to the extent that The City AND HHA shall request USI to render services other than those to be rendered by USI hereunder, such additional services shall be compensated separately on terms to be agreed upon between USI and The City AND HHA.

17. FORCE MAJEURE

USI shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters,

wars, acts of terrorism, an act of God beyond control of USI, and outside and beyond the scope of USI's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified under this Agreement.

18. LOCATION BUSINESS LICENSE

USI must comply with all business license requirements of the City of Huntsville.

19. DEFAULT AND TERMINATION

Either Party, upon written approval by HUD, may terminate this Agreement, in whole or in part, at any time with or without cause, upon thirty (60) days' written notice to the other Party, subject to applicable terms of subsequent agreements; provided, however, if this Agreement is terminated pursuant to this Section 19 by The City AND HHA, the terminating party shall pay to USI a termination fee equal to _____% of the funding that USI would have been eligible to receive through the conclusion of the grant period if this Agreement had not been terminated. Furthermore, notwithstanding the foregoing, The City AND HHA may act, collectively or individually, to terminate this Agreement for convenience only upon receiving approval from HUD and the HHA for such termination decision. Notwithstanding any provisions to the contrary, USI shall retain exclusive ownership and all rights, title, and interest in and to its proprietary LEARN case management system.

Upon breach or default by either of the Parties of any term or condition herein contained, the non-breaching party may terminate this Agreement by giving the other Party written notice and ten (10) days from receipt thereof to cure such breach or default, or to demonstrate within that time period, by submitting evidence to the non-breaching party, that it is not in default. In the event that such breach has not been cured within ten (10) days, and evidence has not been submitted to demonstrate an extension (not to exceed thirty (30) days) is needed, this Agreement shall terminate on the expiration of such ten (10) day period.

If the termination or stop work order is due to the failure of USI to fulfill any of its obligations under this Agreement, The City AND HHA may take over the work and prosecute the same to completion by contract or otherwise. Upon receipt of written notice, USI shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to The City AND HHA all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by USI in performing under this Agreement whether completed or in process (unless otherwise directed by the notice).

The rights and remedies of both Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and the non-breaching Party may pursue any and all such rights and remedies against the breaching Party as it deems appropriate.

20. ASSIGNMENT

USI shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under this Agreement to any other person, firm, partnership, company, or corporation without the previous written consent of The City AND HHA, and HHA.

21. INDEPENDENT CONTRACTOR

USI shall at all times act as an independent contractor in the performance of this Agreement. Neither USI nor its employees or agents shall represent themselves to be or be deemed to be employees of The City AND HHA.

22. NOTICE

Written notices required under this Agreement shall be sent by regular mail, certified mail, overnight delivery or courier, and shall be deemed given when received at the Parties' respective addresses shown below. Either Party must notify the other Party in writing of a change in address.

PARTNER ORGANIZATION I's ADRESS

ATTN:

**ADDRESS HERE: Huntsville City Hall,
305 Fountain Circle, 7th Floor,
Huntsville, AL 35801**

USI's ADDRESS

ATTN:	ESTHER SHIN
ADDRESS HERE	100 N. BROADWAY
SUITE #	SUITE 1110
CITY, STATE ZIP CODE	ST. LOUIS, MO 63101

PARTNER ORGANIZATION II's ADDRESS

ATTN: Antonio McGinnis

ADDRESS HERE: 200 Washington St, NE,

SUITE #

CITY, STATE ZIP CODE: Huntsville, AL 35801

23. SEVERABILITY.

The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of the Agreement.

24. WAIVER

The failure by a Party to exercise any right hereunder shall not operate as a waiver of such Party's right to exercise such right or any other right in the future.

25. AMENDMENTS

This Agreement may be amended only by a written document executed by a duly authorized representative of each Party.

26. GOVERNING LAW AND VENUE

All matters pertaining to this Agreement (including its interpretation, application, validity, performance, and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Alabama. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in City of Huntsville, County of Madison, State of Alabama. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable outside attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

27. DRUG FREE WORKPLACE

During the performance of this Agreement, USI agrees to (i) provide a drug-free workplace for USI's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in USI's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of USI that USI maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

28. COMPLIANCE WITH FEDERAL IMMIGRATION LAW

USI shall certify that, at all times during which any term of an agreement from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be

employed by either Title 8, Section 1324a of the United States Code or the U.S. Attorney General.

29. AUTHORIZATION TO TRANSACT BUSINESS IN LOCATION

USI hereby represents that it is authorized to transact business in the City of Huntsville.

30. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, oral or written, with respect to such matters, which the Parties acknowledge have been merged into such documents, exhibits and schedules.

IN WITNESS, WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date set forth in the first paragraph of this Agreement.

EXHIBIT D-BUDGET

Huntsville Mill Creek People Budget DRAFT

Case Management and Service Coordination: Budget Detail

People Program Management		Line Item	Start Up Oct - Dec 2024)	2025	2026	2027
Direct People Strategy Oversight, Guidance and Leadership - monthly average for the time of the President, Exec. VP, Regional VP, VP of Education Initiatives, Operations Director, Data Director, Data Analyst and Executive Fellow spent directly supporting the Huntsville Mill Creek CNI People Strategy.		Urban Strategies Project Management	\$122,000	\$122,000	\$122,000	\$122,000
Administrative (HR/IT/Compliance)		Administrative	\$13,420	\$13,420	\$13,420	\$13,420
SERVICE COORDINATION SUBTOTAL (Lines 6 & 7)			\$135,420	\$135,420	\$135,420	\$135,420
Case Management/Service Coordination/Direct Services		Line Item				
Salary for Regional Staff (20% time)		Personnel	\$50,000	\$68,000	\$70,040	\$72,141
Salary for 1 FT Senior Project Manager		Personnel	\$40,000	\$82,000	\$84,460	\$86,994
Salary for 1 FT Family Support Specialist Manager		Personnel	\$30,000	\$71,000	\$73,130	\$75,324
Salary for 4 FT Family Support Specialists/Mobility Specialists		Personnel	\$100,000	\$236,000	\$243,080	\$250,372
Salary for 1 Education Specialist		Personnel	\$25,000	\$59,000	\$60,770	\$62,593
Salary for 1 FT Workforce Specialist		Personnel	\$25,000	\$59,000	\$60,770	\$62,593
Salary for 2 PT Outreach Workers		Personnel	\$0	\$32,000	\$32,960	\$33,949
Social Security and Medicare Taxes, FL Unemployment Tax, Workers' Compensation, Health Insurance, Life Insurance, Long-Term Disability Insurance, Pension contributions, and employer contributions to employee Flexible Spending Account Plans for Urban Strategies employees		Fringe Benefits	\$99,900	\$224,590	\$231,328	\$238,268
USI PERSONNEL SUBTOTAL (Lines 11 - 15)			\$369,900	\$831,590	\$856,538	\$882,234
Equipment & Office Supplies (Computers, Phones, copier, supplies, etc.)		Office Supplies	\$40,000	\$23,700	\$2,500	\$2,500
Communications (Printing, mass texting service)		Communications	\$1,500	\$1,500	\$1,500	\$1,500
Office Operations (Payroll costs, software licenses, insurance, etc)		Office Operations	\$1,000	\$1,500	\$2,000	\$2,000
Mileage Reimbursement		Mileage	\$500	\$1,500	\$1,500	\$1,500
Internet		Space	\$800	\$2,000	\$2,000	\$2,000
Staff Professional Development		Professional Development	\$3,000	\$3,000	\$5,000	\$3,000
LOCAL OPERATIONS SUBTOTAL (Lines 21 - 26)		Local Operations	\$46,800	\$33,200	\$14,500	\$12,500
Resident Leadership Development		Leadership Development	\$1,000	\$2,000	\$2,000	\$2,000

EXHIBIT D-BUDGET

Resident Meetings & Events (Supplies, Transportation, Meeting Refreshments)	Resident Meetings	\$500	\$1,500	\$1,500	\$1,500	\$1,500
RESIDENT ENGAGEMENT SUBTOTAL (Lines 28 & 29)	Resident Engagement	\$1,500	\$3,500	\$3,500	\$3,500	\$3,500
Resident Barrier Removal	Barrier Removal	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000
Social Solutions data licensing fee for the LEARN system.	Data License	\$5,000	\$7,500	\$7,500	\$7,650	\$7,803
DIRECT SERVICE SUBTOTAL		\$424,200	\$877,790	\$884,188	\$908,037	\$908,037
Education						
Targeted Programming		\$30,000.00	\$50,000	\$75,000	\$75,000	\$75,000
Workforce						
Targeted Programming		\$30,000.00	\$50,000	\$75,000	\$75,000	\$75,000
Health						
Targeted Programming		\$10,000.00	\$50,000	\$50,000	\$50,000	\$50,000
PROGRAMMING SUBTOTAL		\$70,000	\$150,000	\$200,000	\$200,000	\$200,000
IMPLEMENTATION SUBTOTAL		\$629,620	\$1,163,210	\$1,219,608	\$1,243,457	\$1,243,457
Sustainability						
Endowment for Sustainability						
SUSTAINABILITY SUBTOTAL						
TOTAL						
SOURCES						
CNI People Funds (Implementation)		\$0.00	\$0	\$0	\$0	\$0
Funds to be raised - Implementation		-	\$0	\$0	\$0	\$0
TOTAL						

EXHIBIT D-BUDGET

2028	2029	2030	2031	2032 (Through Sept)	Total
\$122,000	\$122,000	\$122,000	\$122,000	\$122,000	\$1,098,000
\$13,420	\$13,420	\$13,420	\$13,420	\$13,420	\$120,780
\$135,420	\$135,420	\$135,420	\$135,420	\$135,420	\$1,218,780
\$74,305	\$76,535	\$78,831	\$81,196	\$60,897	\$631,944
\$89,604	\$92,292	\$95,060	\$97,912	\$73,434	\$741,756
\$77,584	\$79,911	\$82,308	\$84,778	\$0	\$574,035
\$257,884	\$265,620	\$273,589	\$281,796	\$100,000	\$2,008,341
\$64,471	\$66,405	\$68,397	\$70,449	\$50,000	\$527,085
\$64,471	\$66,405	\$68,397	\$70,449	\$50,000	\$527,085
\$34,967	\$36,016	\$37,097	\$38,210	\$0	\$245,199
\$245,416	\$252,778	\$266,694	\$268,172	\$123,702	\$1,950,848
\$908,701	\$935,962	\$970,374	\$992,962	\$458,033	\$7,206,293
\$2,500	\$2,500	\$2,500	\$2,117	\$1,000	\$79,317
\$1,500	\$1,500	\$1,500	\$1,500	\$1,000	\$13,000
\$2,000	\$2,000	\$2,000	\$2,000	\$1,000	\$15,500
\$1,500	\$1,500	\$1,500	\$1,500	\$1,000	\$12,000
\$2,000	\$2,000	\$2,000	\$2,000	\$1,000	\$15,800
\$5,000	\$3,000	\$4,000	\$2,000	\$1,000	\$29,000
\$14,500	\$12,500	\$13,500	\$11,117	\$6,000	\$164,617
\$2,000	\$2,000	\$1,251	\$1,000	\$1,000	\$14,251

