



SERVICES AGREEMENT

This **AGREEMENT** (this "Agreement"), dated as of **June 25, 2025** between **City of Durham** (together with its successors and permitted assigns, "Client"), with offices at **101 City Hall Plaza Suite 1500 Durham, NC 27701**, and **COMMUNITY SOLUTIONS INTERNATIONAL, INC.** (together with its successors and permitted assigns, "CS" and, together with Client, the "Parties"), a Delaware exempt corporation with offices at 60 Broad Street, Suite 2412, New York, NY 10004, sets forth the terms and conditions under which Client has retained CS to provide the services described herein.

1. **Engagement and Acceptance:** Client hereby engages CS, and CS hereby accepts engagement, to render the services described in Section 2 below (as the same may be modified as provided in Section 9 below, the "Services") on the terms and subject to the conditions provided in this Agreement.
2. **Scope of Services:** Client has requested, and CS agrees to provide, the Services described in Exhibit 1 (as the same may be modified from time to time in accordance with Section 9 below). As a condition to CS' performance of the Services, Client agrees to fulfill its obligations set forth in Exhibit 1. CS agrees, except where otherwise noted, to furnish all personnel, facilities, equipment, materials and supplies required to perform the Services.
3. **Compensation.** Upon execution of this Agreement, Client will pay to CS the fee for the Services specified in Exhibit 1 (the "Service Fee"), which fee shall be payable in advance and otherwise as specified in Exhibit 1. Unless otherwise specified in Exhibit 1, the Service Fee will be fully earned and non-refundable upon payment thereof.
4. **Term of Agreement:** Unless sooner terminated as provided herein, the term of this Agreement is for the period specified in Exhibit 1.
5. **Termination; Effect of Termination:** This Agreement may be terminated by either Party with or without cause at any time upon at least thirty (30) days' prior written notice to the other Party. If this Agreement is terminated prior to the Completion Date specified in Exhibit 1, Client will be required to pay for Services rendered (to the extent not already prepaid), and CS will be required to provide Services from the date the related termination notice is received or deemed to be received by the other Party until the termination date specified in such termination notice occurs. From and after the termination date, neither party will have any obligation or right under this Agreement except for obligations or rights that accrued prior to the termination date or those arising under provisions hereof that are by their terms or nature intended to survive termination or expiration of this Agreement. As the Services Fees paid hereunder are fully earned and non-refundable upon payment, there will be no refund of any Service Fees upon termination of this Agreement, except to the extent otherwise specified in Exhibit 1 with respect to Services rendered under a program other than the Bill for Zero Program.
6. **Project Officers:** Each of CS and Client designates as its project officer(s) the person(s) specified as such in Exhibit 1 (each, a "Project Officer"). The Project Officer(s) designated by each Party will act on behalf of such Party as the primary point of contact and source of instructions for the other Party. The Project Officers are authorized to give notices and consents and otherwise act for and bind the Parties hereunder, including (if applicable) to modify the Services to be provided hereunder in accordance with Section 9 below, on behalf of the respective Parties who designated them. Either CS or Client may change its designated Project Officer from time to time by notice in writing to the other Party.

7. **Confidentiality:** In order for CS to perform the services, Client may need to provide confidential and proprietary information regarding Client's business and products, which information will be clearly marked or otherwise identified as confidential prior to disclosure to CS (collectively, "Confidential Information"). CS shall not distribute to, or share with, any third party Confidential Information, except (a) with the express written consent of Client, (b) to its affiliates and to its and its affiliates' employees, officers, directors, attorneys, accountants, consultants, financial advisers, representatives, and current and prospective funding sources, so long as such recipients are bound or directed to keep such information confidential, (c) as required by any applicable law, order or subpoena, (d) in connection with performing its obligations and enforcing its rights hereunder, or (e) for (x) information that is generally available to the public, (y) information that is disclosed to CS by a third party whom, to CS' actual knowledge, had no confidentiality obligation with respect to such information, and (z) information that is independently developed by CS without reference to any otherwise Confidential Information. Each Party will keep the existence and terms of this Agreement strictly confidential and will not disclose such information to any third party, except (a) with the express written consent of the other Party, (b) to its affiliates and to its and its affiliates' employees, officers, directors, attorneys, accountants, consultants, financial advisers, representatives, and current and prospective funding sources, so long as such recipients are legally bound to keep such information confidential, or (c) as required by any applicable law, order or subpoena.

8. **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. 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 that 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 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.

If 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 in writing not to participate in such joint ownership. Neither Party may take any action with respect to any such jointly developed and owned Intellectual Property that will adversely affect the rights of the other Party therein without the prior written consent of that other Party. 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, after being provided a reasonable opportunity to do so, bear its

proportionate share of expenses in securing and maintaining patent or trademark protection on jointly owned Intellectual Property in any 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, preexisting 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 or work product provided to the other Party hereunder are retained by the original-owning 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 such 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).

Client hereby acknowledges and agrees that, given the purpose of the Services to be performed by CS hereunder and the benefits of sharing and otherwise using certain work product that results from such Services 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 to or a charge payable to Client, share, disseminate, or otherwise use such Work Product in connection with CS' contractors, employees and agents, its donors and 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 Client 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.

9. **Nature of Services:** If CS determines in good faith that a change in the scope, or any of the conditions, of the Services specified in Exhibit 1 is warranted, CS may notify Client of such proposed change. Any material change to the scope or conditions of the Services shall be subject to mutual agreement and must be documented in writing and signed by both Parties. The Parties shall cooperate reasonably and in good faith to implement the same. CS agrees to devote such time to the performance of the Services hereunder as it deems reasonably necessary to complete

the scope as described above. CS may seek direction from Client as necessary in providing all Services under this Agreement and Client shall promptly provide such direction. The provision of services hereunder by CS is not intended to be an exclusive arrangement and CS will be free to provide the same or similar services to any other person without notice to or consent of Client and without breach of any duty or otherwise being accountable to Client solely on account thereof.

10. **No Third Parties:** Without limiting the provisions of Section 14 below, this Agreement is solely between CS and Client and there are no third-party beneficiaries to this Agreement.
11. **Return of Property:** Upon the expiration or termination of this Agreement, CS shall, at Client's request, return to Client any documentation, records and other property which are Client's rightful property; provided that CS may retain copies of documentation and records for its own record-keeping purposes in a manner consistent with its routine records retention policies or practices or as required by law.
12. **Assignment:** Neither Party may assign, transfer, sell or in any way encumber its interest, in whole or in part, herein without the prior written consent of the other Party. For the purposes of this Agreement, any corporate merger or acquisition of a Party, any similar change in the ownership, membership or control of a Party, or any change in the ownership of all or substantially all of the assets of a party, shall not be considered an assignment, transfer, sale or encumbrance for purposes of this Section 12.
13. **Limitation of Liability:** Except as expressly provided herein, neither party assumes any liability, expressed or implied, for the actions or failures to act of the other Party hereunder and each Party is solely responsible for its own conduct.
14. **Indemnification:** To the extent permitted by law, Client hereby agrees to defend, indemnify and save CS, its officers, directors, employees, agents, subcontractors, representatives, and affiliates (collectively, "Indemnitees") harmless from and against all claims, suits, fines, penalties, costs and expenses, including attorney's fees (all of the foregoing, collectively, "Claims") that arise out of or are related to Client's action or inaction this Agreement or any of the following:
 - a. any breach of this Agreement by Client, and/or its agents, representatives, and/or employees (collectively, "Client Parties");
 - b. any violation by any Client Party of any statutes, laws, ordinances, rules or regulations during the performance of this Agreement; and/or
 - c. any intentional tort by any Client Party, except any such tort resulting from an underlying action or omission directed by any Indemnitee.
15. **Publicity:** No news release, public announcement, advertisement or other public statement concerning this Agreement or concerning any proposals, contracts, or subcontracts to be carried out hereunder, shall be released by either Party without the prior written consent of the other Party.
16. **Force Majeure:** Neither Party shall be liable to the other for any Claim as a result of any delay or failure in the performance of any obligation hereunder directly or indirectly caused by or resulting from: (1) acts of God; (2) acts of terrorism; (3) acts of third persons; (4) strikes, embargoes, delays in transportation or delivery, power failures or shortages; (5) weather conditions; (6) epidemics or pandemics, or (7) other causes beyond the reasonable control of such first Party.

17. **Severability:** If any part of this Agreement is determined to be invalid by a court of law or other agency, this Agreement shall continue in full force and effect, as if the affected provision had not been included, unless such provision is integral to the full agreement, making it impossible to complete without denying one or both Parties the substantial benefit of their bargain. If a provision is deemed to be invalid, the parties shall cooperate in good faith to revise this Agreement to reflect their intent in a manner that is compliant with applicable law.
18. **Independent Contractor:** The parties are independent contractors with respect to each other, and nothing in this Agreement is intended, nor shall be construed, to constitute, create or give effect to any employer-employee relationship, association, affiliation, partnership, joint venture, or other type of formal business relationship, legal entity, or agency relationship between the Parties. The rights and obligations of the Parties shall be limited to those expressly set forth herein. Neither Party is the agent of the other, nor does either Party have any right or authority hereunder to legally bind the other.
19. **Limitation of Authority:** This Agreement does not authorize CS, its agents, employees or subcontractors to execute any agreement which binds Client in any manner, or to incur or assume any obligations, liabilities or responsibilities to perform any other act in the name of, or on behalf of, Client other than in accordance with the terms and conditions specified herein.
20. **Dispute Resolution:** Any claim, controversy or dispute concerning questions of fact or law arising out of or relating to this Agreement, or the performance by either party hereunder, or the threatened, alleged, or actual breach hereof by either Party, which is not disposed of by mutual agreement within a period of thirty (30) days after one Party has provided written notice of the claim, controversy or dispute to the other, shall be subject to executive-level review by CS and Client. The Parties agree that any such claim, controversy or dispute may be submitted by either Party for resolution in the state or federal courts in New York County, New York, which shall have exclusive jurisdiction over the same and each Party hereby irrevocably and unconditionally submits to the jurisdiction of any such court in any such action or proceeding. EACH PARTY HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
21. **Waiver:** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
22. **Jointly Drafted:** The terms of this Agreement have been negotiated at arm's length between the Parties and shall be deemed to have been drafted by both Parties.
23. **Applicable Law:** This Agreement shall be construed and enforced for all purposes and in all respects in accordance with the laws of the State of New York, without regard to any conflict of laws principles.
24. **Headings:** The headings herein are for convenience of reference only and shall not be deemed to be part of the substance of this Agreement.
25. **Notices:**

All notices directed to Client hereunder shall be sent to:

Ryan Smith
City of Durham
101 City Hall Plaza Suite 1500
Durham, NC 27701

All notices directed to CS hereunder shall be sent to:

Paulette Martin
Community Solutions International, Inc.
60 Broad Street, Suite 2412
New York, NY 10004

Either Party may from time to time, by notice sent in accordance with this Section 25, designate a different or additional recipient or address for notices directed to such Party hereunder. All notices hereunder shall be in writing, shall be sent by personal delivery, reputable courier or first-class mail postage prepaid, and shall be deemed delivered (a) if sent by personal delivery, upon receipt of or refusal to accept the same, (b) if sent by reputable courier for overnight delivery, on the first business day after deposit with such courier prior to the deadline for next business day delivery, and (c) if sent by first-class mail, on the fifth business day after deposit with the United States Postal Service.

26. **Entire Agreement:** This Agreement (including the exhibits and schedules hereto, which forms a part hereof) sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be changed only by a writing signed by both Parties. The Parties acknowledge that they have read this Agreement and agree to be legally bound by its terms.

[Remainder of page intentionally left blank—Signature page follows]

COMMUNITY SOLUTIONS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

City of Durham

Attest:

Paola Roland
Paola Roland
Deputy City Clerk
The City of Durham, NC



By: *W. Bowman Ferguson*

Name: ~~W. Bowman Ferguson~~
City Manager
Title: City of Durham, North Carolina

COMMUNITY SOLUTIONS INTERNATIONAL, INC.

DocuSigned by:

By: *Paulette Martin* 8/6/2025

Name: Paulette Martin
Title: Chief Operating Officer

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Sheliah Fauente
Finance Officer - Sheliah Fauente

COMMUNITY SOLUTIONS

STATE OF NEW YORK)

); ss.:

COUNTY OF NEW YORK)

On this 15th day of Sept. 2025 before me personally came Paulette K. Martin to me personally known, who, being by me duly sworn, did depose and say that they are the Chief Operating Officer of **COMMUNITY SOLUTIONS INTERNATIONAL, INC.**, the corporation described in and which executed the within instrument; and that they signed their name thereto by authority of the board of directors of said corporation.

Lucia Retana

Notary Public

LUCIA RETANA
NOTARY PUBLIC, STATE OF NEW YORK
No. 01RE6436606
Qualified in Nassau County
My Commission Expires 07/18/2026



COMMUNITY SOLUTIONS

EXHIBIT 1 to CONSULTING SERVICES AGREEMENT

Term:

Commencement Date: **Jul 1, 2025**

Completion Date: **March 31, 2026**

Compensation/Service Fee:

A total contract value of **\$100,000.00** payable as follows:

- Hourly rate \$200.00/hr

Invoices are payable within 30 days after receipt of invoice.

Scope of Services:

We propose to support the City and County of Durham through an initial planning process to develop a strategic framework to align and guide local efforts. Unlike a traditional strategic planning process, this effort will leverage the knowledge of the Built for Zero network to center on evidence-based strategies for reducing homelessness and the critical foundations to support that progress. The framework and planning process is nimble by design and follows the approach of improvement science, starting with identifying what the community is trying to accomplish and then ensuring strategies are aligned accordingly. Rather than trying to craft the perfect long-term plan, the focus will be on building a discipline of learning that can inform and adjust strategy as needed to meet the changing needs of solving homelessness.

We will engage in these efforts at the **community and backbone-levels** to build both the strategy and mechanism for implementation.

- Support the Community and the City and County of Durham to:
 - Assess the current state and consider input from various stakeholder groups including, but not limited to: housing and service providers, government officials, persons with lived experience of homelessness, health system leaders, cross sector partners, anchor institutions, other community leaders
 - Understand evidence-supported approaches for system design that are achieving outcomes across the country
 - Set initial aims and milestones
 - Develop a nimble, iterative strategy and planning framework to guide local efforts
 - Consider governance and implementation structures that support execution of the strategy and work plan
 - Identify a backbone organization to execute (directly or through partnerships) on [key functions](#) and support implementation of local strategy including:
 - F1 - Community Engagement and Network Building
 - F2 - Visioning and Goal Setting
 - F3 - Partnership Coordinations and Communications
 - F4 - Fund Development and Resource Alignment
 - F5 - Measuring Community-Level Impact
 - F6 - Building Partner Capacity
 - F7 - Organizing and Advocacy for Systems Change

CS will support the key partners to articulate clear near and long-term aims and strategies, lay out a backbone support strategy and map it to required resources. CS can also advise on the regular reflection on strategies and support the team to iterate as needed once it moves further into the implementation phase in 2026.

We recognize that the City and County are currently in a leadership, governance and strategic transition. To that end, there are key enabling conditions that will be critical for successful implementation:

- City and county leadership supporting this approach and adoption of core elements of the Built for Zero approach
- Dedicated system-level staffing in place to support community improvement and coordination (CS will advise on capacity and responsibilities needed)
- Clarity on the current roles of different key partners and how they relate to each other in regards to governance, decision making and resources
- Identified capacity from a local core leadership team to guide the process, including project management and administrative support from DCSD

Supporting Activities:

- Convening of a core leadership team to guide, advise and make decisions throughout the process.
- Support for planning and design for **two** community-level strategy sessions* in summer and fall of 2025, including preparatory calls with project leads. These convenings will gather input and workshop specific aims and strategies for inclusion in the strategic framework.
- Support for planning and design for **two** backbone focused planning sessions* (added on to community planning visits), including preparatory calls with project leads. These convenings will focus on the key functions of a backbone organization and design and narrowing of strategy with the core leadership team.
- **6 months** of bi-weekly support calls with two experienced team members to support the planning process.
- **3 months** of advisory support for initial plan implementation including but not limited to the following:
 - Advising on staffing and resource implementation
 - Advising on data collection and reporting and using data to drive improvement
- Access to network events, resources and training and peer learning opportunities for backbone and community members

- Up to 10 staff hours of concierge-style access to members of CS team for relevant specialized advising, including but not limited to the following topics: communications, data coaching, data infrastructure design and management, coaching methodology, quality improvement training, communications, initiative design and strategy, stakeholder management. Such support should be requested (or may be suggested) through primary CS staff members working on this project, who will coordinate access to other team members as required.

At the end of the 6 months, the community will have a full draft strategic framework, set of aims and milestones, identified backbone organization, implementation structure and initial workplan. This strategy will also be mapped to initial recommendations for staffing and resource needs. While the timeline is subject to change based on decisions made by Community Solutions and the Core Leadership Team, the proposed schedule of activities is the following:

TIMEFRAME	Activity
Early July	<i>Build Core Leadership Team</i>
Late July	<i>Community listening sessions Establish planning framework Review Community Theory of Change Review backbone framework</i>
August	<i>Synthesis of key themes Draft aim development with Core Leadership Team</i>
September	<i>Aim setting feedback from community partners Draft 5 year strategic framework with Core Leadership Team</i>
October	<i>Annual milestones developed with Core Leadership Team Initial backbone strategy developed with Core Leadership Team Draft Implementation & Governance Structure Full draft strategy for feedback from community partners</i>
November	<i>Feedback incorporated to aims and strategy Initial 6 month work plan drafted with Core Leadership Team Draft Implementation & Governance Structure for community partner feedback</i>
December	<i>Full draft strategic framework, aim, milestones and backbone strategy shared Year 1 staffing and resource needs identified Working Implementation & Governance Structure for 2026 finalized</i>

*Some activities might take place virtually or leverage local partners pending travel availability and scheduling in order to move work forward as quickly as possible in 2025.

Following the successful design of a local strategy, there is opportunity to continue with advisory support in a regular rhythm of 6-month planning cycles, each anchored by a strategy planning session to review progress to set new short-term goals and refine and iterate strategy in support of local goals.

PROJECT BUDGET

A summary of project cost components and assumptions is included below.

ACTIVITIES and SUPPORT BUDGET (inclusive of all CS travel costs)*	
Community Engagement and Strategy Development	<p>Six month engagement period including:</p> <ul style="list-style-type: none"> ● All design and planning for local stakeholder engagement and strategy design ● Two community engagement sessions ● Two backbone and core leadership planning sessions ● 6 months of planning and support calls ● All planning and preparation for two strategy sessions ● Draft strategy framework and initial implementation plans ● Access to Built for Zero tools, resources and peer learning opportunities ● CS advisory support of key subject matter topics related to design and implementation <p>Three month engagement period including:</p> <ul style="list-style-type: none"> ● CS advisory support on initial plan implementation
	Total Service Cost: \$100,000



Project Officers:

1. Community Solutions International, Inc.: Melanie Lewis Dickerson
2. City of Durham: W. Bowman Ferguson