# AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND FIRSTFOLLOWERS FOR COMMUNITY VIOLENCE INTERVENTION INITIATIVE ASSISTANCE

This Agreement is entered as of November 28, 2022, by and between the County of Champaign, Illinois ("County"), with an address of 1776 E. Washington Street, Urbana, IL 61802 and FirstFollowers, with an address of P.O. Box 8923, Champaign, IL 61826; collectively "the Parties."

**WHEREAS**, The County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA Funds"); and

WHEREAS, The County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury Final Rule 31 CFR Part 35 to transfer ARPA Funds to respond to the pandemic public health emergency or its negative economic impacts, including transferring funds to nonprofit organizations to support the organization's qualifying initiatives and services aimed toward community violence interventions, and

WHEREAS, FirstFollowers is a non-profit corporation whose mission is to build strong and peaceful communities by providing support, guidance, and hope to formerly incarcerated people and their loved ones through peer mentorship, and;

**WHEREAS,** FirstFollowers is a fiscal sponsor and coordinating agency for the H3 Coalition that is collaborating in a community driven initiative ("Initiative") to combat violence in Champaign County, and;

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in assisting with initiative costs of operating a community violence intervention initiative in Champaign County, hereby named "Initiative."

#### **NOW THEREFORE**, the Parties agree as follows:

- 1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for assisting Initiative costs through the following understanding:
  - a. **Initiative**: FirstFollowers will conduct activities between July 21, 2022 and December 31, 2024 directly related to developing and operating an Initiative in Champaign County to build a grassroots-driven coordinated system of care that provides services to enhance the capacity of communities that have been marginalized; with proposed Initiative details and budget included in Attachment 1.
  - b. **Funding**: The County will transfer ARPA funds to FirstFollowers in an amount of up to \$500,000 in developing and operating the Initiative; beginning in County fiscal year 2022, according to the projected budget in Attachment 1. The transfer

of funds shall be made in quarterly installments as needed of \$62,500. Installments may be made more frequently pending documentation of the Initiative being successfully implemented. In order for funds to be released, FirstFollowers must submit a Risk Assessment Form as provided by the County for the first installment; followed by documentation of funding and a Reporting Form as provided by the County for remaining installment(s) prior to release of funds. The Risk Assessment Form and Reporting Form shall be made available by the County to FirstFollowers in a fillable format.

#### 2. Roles and Responsibilities of FirstFollowers.

#### a. Oversight

- i. FirstFollowers agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review Initiatives in progress.
- ii. FirstFollowers will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
- iii. FirstFollowers will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include, but is not limited to: Initiative details and purpose, Initiative timeline and status, Initiative impact, expenditure information and status, capital expenditure amounts and details, impacted populations, public health or economic impact experienced due to the pandemic, Initiative response to public health or negative economic impact due to the pandemic, number of individuals served, Davis Bacon and Labor Reporting for capital expenditures over \$10 million. Reporting requirements will be specified by the County.
- iv. FirstFollowers will provide to the County, upon reasonable notice, access to and the right to examine such books and records of FirstFollowers and will make such reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- v. No person shall be excluded from participation in initiatives the County is funding, be denied the benefits of such initiative, or be subjected to discrimination under any initiative or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. FirstFollowers understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

- vi. FirstFollowers will comply with all applicable statutes, ordinances, and regulations. FirstFollowers will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, FirstFollowers will reimburse the County any amount that is determined to have been spent in violation of the law.
- vii. FirstFollowers will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this Initiative and is liable for all subgrantee and partner activity related to this specific Initiative agreement.

#### b. Initiative

- i. <u>Services</u>: FirstFollowers shall conduct activities toward development and operation of an Initiative under the following requirements:
  - 1. FirstFollowers shall incur Initiative costs between July 21, 2022 and December 31, 2024 directly related to developing and operating a grassroots-driven coordinated system of care that provides services to enhance the capacity of communities that have been marginalized.
  - 2. FirstFollowers shall conduct Initiative costs in accordance with the proposed budget and details provided in Attachment 1.
- ii. <u>Governance</u>: The Initiative activities shall be overseen by the FirstFollowers board of directors and H3 Coalition with the following responsibilities:
  - 1. Review reports and Initiative adherence.
  - 2. Approve significant changes in Initiatives prior to implementation.

#### 3. Roles and Responsibilities of the County.

- a. The County shall provide ARPA Funds to FirstFollowers in the amount of up to \$500,000, in quarterly installments as needed, available beginning in 2022. Installments may be made more frequently pending documentation of the Initiative being successfully implemented.
- b. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.
- c. The County is not responsible in any way for the operations of FirstFollowers.
- 4. **Term.** This Agreement shall commence upon its execution between the Parties.
- 5. **Termination**. The Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, FirstFollowers shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County.

- Additionally, if FirstFollowers does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, FirstFollowers will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.
- 6. **Amendments**. This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
- 7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 8. **Indemnity.** FirstFollowers agrees to indemnify and hold harmless the County, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by FirstFollowers, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
- 9. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
- 10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
- 11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- 12. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
- 13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

14. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE COUNTY OF CHAMPAIGN

Davine a Klaspae

**FIRSTFOLLOWERS** 

Marlon Mitchell

Darlene A. Kloeppel, County Executive

Marlon Mitchell, Executive Director

## H3 Coalition: Summary of Strategic Plan

## **Background**

H3 is a community driven initiative to combat violence. The three H's refer to the fact that we must acknowledge the **harm** that has ripped through the community and that **healing** is required to get people past those harms, Once healing has taken effect **hope** can be restored. Without hope there is no chance to address the violence that has engulfed our community.

H3 rests on three main notions:

- No single cause lies behind the spread of violence in our community. Therefore, no single
  organization or program can curb that spread. It requires a coordinated effort by a range of
  stakeholders.
- 2. People who are impacted by violence must participate directly in developing and implementing solutions to violence.
- 3. Addressing violence requires a continuous infusion of resources. The ARPA funds offer a unique opportunity to mobilize a significant component of those resources.

## Formulating H3

H3 is an effort to act on these notions by bringing together a variety of stakeholders. To this end, over the course of the past year, FirstFollowers has been reaching out to impacted individuals, community organizations, government officials and national experts to build a model for action in Champaign County.

Four main needs drove the emergence of H3:

- 1) The need for a community center or a "one-stop" shop which would provide a safe space for people impacted by violence as well as offering resources for a range of programs.
- 2) The need to identify the mental health components that underlie much of the violence and to create counseling and support programs that could ameliorate this situation.
- 3) The need to create opportunities that would offer people impacted by violence pathways to economic and educational opportunities.
- 4) The need to build membership, or a formal coalition structure which connects existing organizations that strive for a common goal. By unifying the community and agencies doing the work, a force capable of solving the challenge of community violence can be created.

# **Governing Structure**

H3 will use a coalition-based governing structure to guide our development over the first year. The Coalition will develop in four phases, the developmental phase, the integration and development phase, and the implementation phase. A sustainability phase will follow as the implementation phase unfolds.

#### **Developmental Phase**

A dedicated committee of FirstFollowers members referred to as FirstFollowers' H3 Planning Committee, will lead H3 during the developmental phase. During this phase, this Planning Committee will begin to conceptualize and plan for the Coalition with input from other organizations. This Committee, operating under the authority of the FirstFollowers board, will apply for funding and resources to support the H3 Coalition and will create an initial structure for the H3 Coalition.

#### Integration & Development Phase

In the integration and development phase, the FirstFollowers' H3 Planning Committee will meet with representatives from prioritized organizations and consolidate MOUs for our collaborative operation. This group will collectively be referred to as the H3 Organizing Committee. During this phase, the H3 Organizing Committee will refine the governing structure, policies, pillars, and culture of the H3 Coalition.

#### Implementation Phase

In the implementation phase of coalition building, the H3 Organizing Committee will transition power to the Leadership Council, and the H3 Organizing Committee will dissolve. The Leadership Council, Directors of H3, and members of H3 will implement the governing structure, five pillars of work, and operate at full capacity. During this phase H3 will form its own legal entity and governance will shift from the FirstFollowers Board to the governing entity of the new H3.

#### Sustainability Phase

In the final stage, the H3 Coalition will pursue additional funding and resources to sustain the coalition beyond the initial ARPA funds.

# **Proposed Program for first 12 months of H3.**

# Administration & Management

H3 will hire a full-time director, full-time administrator and a half time program coordinator who will focus on developing and implementing H3.

# Program Structure

Each of the five pillars will develop its programs and deliver services working in collaboration with other pillars and community partners.

Counseling and Support- The lead of the Counseling and Support is Ready Set Go, led by Dr.
Regina Parnell and her team of five licensed clinical social workers with extensive experience in
trauma-informed care. They will provide direct services to 30 impacted individuals. Each client
will have up to 12 counseling and support sessions that will be conducted via in-person and/or
telehealth consultations. The coordinator of the services will be led by a local resident who has
experienced the effects of community violence firsthand.

- 2. Economic Development-The lead of the Economic Development pillar is the non-profit Business Elevator founded by local educator and entrepreneur Mark Pelmore. This pillar will identify individuals for training in basic computer skills, financial literacy, entrepreneurship, and preparation for home ownership. This pillar targets 25 people to complete courses and programs in the first year. The agency will also provide capacity building workshops for existing minority owned businesses and technical assistance services for aspiring minority business startups. Thus far, the Economic Development Pillar has delivered a series of workshops that provided technical assistance to minority start-up businesses. Ten people participated in the workshops. Business Elevator also ran a chess club for youth that taught entrepreneurship skills using chess. The ages of the club ranged from 10 to 16 and seven youth attended the 8 week training.
- 3. Community Outreach- FirstFollowers peer mentor team will lead the Community Outreach pillar. The agency will utilize its existing network to bring impacted people together in safe spaces to identify gaps between impacted individuals and service providers. This pillar will also create cultural initiatives designed to cultivate and nurture identity. H3's first year aim is to engage with 100 people through the community outreach pillar and funnel selected individuals to counseling and support services, if needed. Those participants will be provided with an opportunity to connect with services offered by other pillars. In collaboration with the Illinois Department of Corrections, the Community Outreach pillar has conducted a live stream video with incarcerated individuals returning to Champaign County. The session was live streamed in five Illinois prisons: Danville, Decatur, Lincoln, Logan, and Jacksonville. In addition, the pillar has partnered with Dr. Tariq Khan of UIUC's History Department. Dr. Khan and his students researched the history of violence in Champaign-Urbana. The research will be converted to an active website where people can learn more about the trends and impacts of community violence.
- 4. Civic Engagement- The temporary lead to the Civic Engagement is FirstFollowers. The agency will run a series of community workshops involving local practitioners and nationally known experts to explore the successes and failures of anti-violence initiatives in other places such as: Richmond CA, Baltimore, and Chicago. The Civic Engagement pillar will also provide the knowledge of such programs and strategically share it through workshops and popular education efforts for government officials, service providers and the impacted population. Research projects on community violence and cultural competence as they apply to the local community will be shared with government, faith-based organizations, and the community. In addition, the Civic Engagement Pillar will produce a series of conversations and cultural events that showcase local talent dedicated to ending violence.
- 5. **General Education-** FirstFollowers will lead this pillar temporarily. This pillar will offer support for adult literacy, ESL, GED, High School diploma and basic vocational skills training. Working in partnership with the Counseling and Support Pillar, the General Education Pillar will develop courses that deal with the social and emotional components of what drives individuals into violence as well as provide instruction and tutoring for individuals involved in formal education programs outside H3. Thus far, the pillar has already secured an agreement with Penn Foster for online high school diploma courses and students have been enrolled.

# The One Stop Center

An essential component of this model is the creation of safe spaces where impacted members of the community can seek support, access resources and build community. A safe space represents more than just a building. It is the focal point of H3, a place community members can shape according to their needs and wants.

The proposal seeks a facility that would have the capacity to provide offices, classroom and workshop spaces, but also be able to accommodate community meetings and occupational training. It should also include a commercial kitchen and computer lab.

The goal is to secure an unused or under-used facility which would require renovation to suit our purposes. The development of this facility should be carried out through an intergovernmental agreement involving the Champaign County Board, the city councils of Champaign and Urbana and the Village of Rantoul. The immediate need is for a central facility but in the medium and long-term this would turn into a network with smaller satellite centers in impacted communities.

#### **H3 Coalition Phases of Development**

Phase	Developmental Phase (Phase 1)	Integration & Development Phase (Phase 2)	Implementation Phase (Phase 3)	Sustainability Phase (Phase 4)
Timeline	September 2021 - March 2022	March 2022 - December 2022	January 2023 - December 2023	January 2024
Lead	FirstFollowers' H3 Planning Committee with some initial input from potential organizations	H3 Organizing Committee Representatives from FirstFollowers and prioritized organizations	H3 Leadership Council, H3 Staff, Directors & Coalition Members cedes power to H3 board	H3 Leadership Council, H3 Staff, Directors & Coalition Members
Purpose	Develop the early conceptualizations of the H3 Coalition	Collaboratively refine and designing the governing structure, pillars, and culture of H3	Implement the H3 governing structure and pillars of work	Pursue additional funding and resources to sustain the Coalition's work

## **MOU's & Letters of Support**

The following organizations have signed a Memorandum of Understanding with H3:

- A Cut Above the Rest Barber Academy LLC
- Bethel AME's
- Business Elevator
- Courage Connection
- Champaign-Urbana Trauma Resilience Initiative
- Forever Healing LLC
- Housing Authority of Champaign County
- Ready Set Go
- Youth and Family Alliance
- YouthBuild

The following organization/person have written letters of support for H3:

- ACLU of Champaign County
- Professor Helen Neville, UIUC

H3 Coalition

Project Period March 1, 2022 - December 31, 2024

#### PERSONNEL COSTS

	Year 1		Year 2			Year 3						
Key Personnel	FTE	Base Salary	Fringe	Total Salary	FTE	Base Salary	Fringe	Total Salary	FTE	Base Salary	Fringe	Total Salary
Director	0.42	\$90,000	\$11,340	\$49,140	0.5	\$92,700	\$13,905	\$60,255	0.5	\$95,481	\$14,322	\$62,063
Operations Manager	0.42	\$75,000	\$9,450	\$40,950	0.5	\$77,250	\$11,588	\$50,213	0.5	\$79,568	\$11,935	\$51,719
Administrator	0.42	\$50,000	\$6,300	\$27,300	0.5	\$51,500	\$7,725	\$33,475	0.5	\$53,045	\$7,957	\$34,479
Total				\$117,390				\$143,943				\$148,261

#### OTHER THAN PERSONNEL SERVICES

Consultants	Year 1	Year 2	Year 3
Counseling and Therapy Pillar			
(Ready Set Go! Counseling			
Services)	\$90,800	\$93,524	\$96,329
Economic Development Pillar	,	, , .	,
(Business Elevator Consulting			
Services)	\$85,700	\$88,271	\$90,929
Education Pillar (Penn Foster	ψου, ι ου	Ψ00,271	φου,υΣυ
& A Cut Above Barber			
Academy)	\$98,000	\$213,600	\$217,668
Community Outreach Pillar	ψ30,000	Ψ2 10,000	Ψ217,000
(FirstFollowers)	\$0	\$100,000	\$103,000
Civic Engagement Pillar	ΨΟ	\$100,000	ψ103,000
(FirstFollowers)	\$0	\$41,600	\$42,200
Accountant - TBD	\$7,500	\$7,725	\$7,957
Auditor - TBD	\$15,000	\$15,450	\$15,914
Community Center	φ10,000	φ15,450	φ10,914
Development Consulting			
Services - TBD	¢3E 000	¢20,000	\$0
Strategic Planning Consultant	\$35,000	\$30,000	φυ
(Treel Center)	¢20,000	¢20,000	¢24 027
Staff Development Training	\$30,000	\$30,900	\$31,827
Consultants - TBD	<b>#25 000</b>	¢25,000	¢25,000
Implementation and	\$25,000	\$25,000	\$25,000
Sustainability Consultant - TBD	¢0	¢70.000	£70.400
IBD	\$0	\$70,000	\$72,100
Consultants Subtotal	\$387,000	\$716,070	\$702,923
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Other Project Expenses			
Travel	\$2,690	\$7,756	\$7,975
Equipment	\$15,500	\$25,500	\$26,100
Project Expenses Subtotal	\$18,190	\$33,256	\$34,075
Operational Expenses			
Utilities & Maintenance &			
Communications	¢16 200	¢24 006	¢22.760
	\$16,200	\$31,806	\$32,760
Insurance Community Center Building	\$1,800	\$1,854	\$1,910
	Φ0	¢250,000	¢Ω
Acquisition Community Center	\$0	\$250,000	\$0
,	40	¢400.000	<b>*</b>
Renovations	\$0	\$100,000	\$0
Office Supplies	\$3,750	\$3,863	\$3,978
Marketing	\$1,500	\$1,545	\$1,591
Software & Technology	\$1,450	\$1,494	\$1,538
Operational Expenses	40.4	4000 5	A ===
Subtotal	\$24,700	\$390,561	\$41,778

	Year 1	Year 2	Year 3
TOTAL PERSONNEL			
SALARY	\$117,390	\$143,943	\$148,261
TOTAL OTHER THAN			
PERSONNEL SERVICES	\$405,190	\$749,326	\$736,998
OPERATIONAL EXPENSES	\$24,700	\$390,561	\$41,778
TOTAL REQUESTED	\$547,280	\$1,283,830	\$927,037

**NOTE 1:** The budgets for years 2 and 3 were created based on a 3% inflation rate. There may be rounding errors associated with calculations.

**NOTE 2:** Although this budget encapcalates 3 years of funding, the budget narrative focuses primarily on year 1 of H3's strategic plan. Budgeting for the entire 3 year grant period provides clarity of the goals and objectives of H3.

PILLAR CONSULTANTS					
Agency Contract Amount Service		Service	# of Clients Served		
Business Elevator	\$85,700	Provides training for interested individuals basic computer skills, financial literacy, entrepreneurship, and home ownership. The agency will also provide capacity building workshops for existing minority owned businesses and technical assistance services for aspiring minority business startups.	The program will serve 20 clients for year 1		
Ready-Set-Go	\$90,800	Provides counseling, therapy, and wraparound support plans for H3 clients. The counseling and therapy will consist of individual and group therapy. The telehealth model will play a	The program serve 30 clients for year 1		
Penn Foster	\$9,000	Provides an accredited online high school diploma option.	The program will serve 10 students for year 1		
A Cut Above the Rest Barber Academy		Provides instruction and testing for barber licensure.	The program will serve 10 students for year 1		

OTHER CONSULTANTS					
Position Contract Amount Service					
		Will provide bookeeping and payroll services for			
Accountant	\$7,500	H3 staff.			
		Will be responsible for preparing the audit			
Auditor	\$15,500	report for H3 coalition.			
		Will work closely with H3 staff, coalition			
		partners, and strategic planner to implement the			
Community Development Consultant	\$35,000	3 year strategic plan.			
		Will work closely with H3 staff, coalition			
		partners, and strategic planner to develop a 3			
Strategic Planning Consultant	\$30,000	year strategic plan.			
		Will provide training and professional			
		development opportunities for H3 staff and			
Staff Training Consultant	\$25,000	coalition partners.			

#### H3 Planning Phase Proposal

As an organization, FirstFollowers is requesting a portion of the \$500,000 ARPA funds to implement a planning phase for the H3 coalition. For this phase, FirstFollowers will serve as fiscal sponsor for coalition organizations.

The planning phase allows FirstFollowers time to onboard coalition partners, develop critical structures, and build obligatory processes. The planning phase will cover the initial 90 days of the agreed contract. This will include two half-day workshops/team building sessions, ten weekly planning sessions to be facilitated by an external facilitator.

The deliverables associated with the planning phase include developing a governing structure, establishing decision making processes, dispersing subrecipient contracts, creating a marketing strategy, and producing building acquisition plans.

The total budget requested for planning is estimated at \$130K and it is detailed below:

ltem	Cost	Notes		
Grant Administration	\$50,000	10% of total grant allocation		
		(FirstFollowers)		
Coalition Member Stipends	\$18,000	\$2K per 9 orgs or \$111/meeting		
		for 12 meetings (FirstFollowers,		
		CU Tri, Bethel, Ready-Set-Go,		
		Business Elevator, Forever		
		Healing Us, Courage		
		Connection, Youth and Family		
		Peer Support Alliance, and A Cut		
		Above the Rest Barber's		
		Academy)		
Consultants	\$30,000	Facilitator, Marketing, Building		
		Acquisition Planner		
Accountant	\$12,500	Outsourced Professional		
Auditor	\$18,000	Outsourced Professional		
Materials & Supplies	\$1,000	Team building activities		
Misc	\$500	Rental Space		
Total	\$130,000	Allocated for the initial 90 days		