

Resolution No. RS2021-704

A resolution to appropriate grant funds from the Cities for Financial Empowerment Fund, Inc. to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, to support a Summer Jobs Connect Program to provide banking access and financial empowerment training to participants.

WHEREAS, the Cities for Financial Empowerment has awarded a grant in an amount not to exceed \$40,000.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, to support a Summer Jobs Connect Program to provide banking access and financial empowerment training to participants; and,

WHEREAS, the Metropolitan Action Commission has accepted this grant pursuant to its authority under Metro Code of Laws 2.108.050; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that these funds be appropriated to the Metropolitan Action Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the funds from a grant by and between the Cities for Financial Empowerment Fund, Inc., in an amount not to exceed \$40,000.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, to support a Summer Jobs Connect Program to provide banking access and financial empowerment training to participants, a copy of which grant is attached hereto and incorporated herein, be appropriated to the Metropolitan Action Commission.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

INTRODUCED BY:

Kiyonte Jones
Barbara

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Derrick C. Smith
Assistant Metropolitan Attorney

Sharon W. Akert
Member(s) of Council
Zulfat Suara

GRANT SUMMARY SHEET

Grant Name: CFE Summer Jobs Connect 20-21

Department: METRO ACTION

Grantor: Cities for Financial Empowerment Fund, Inc.

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$40,000.00

Cash Match Amount \$0.00

Department Contact: Ellen Zinkiewicz, Asst. Director of Youth Services
862-8860

Status: NEW

Program Description:

The Summer Jobs Connect program will provide banking access and financial empowerment training to participants in municipal Summer Youth Employment Programs. MAC utilizes these funds to provide financial literacy for youth.

Plan for continuation of services upon grant expiration:

MAC plans to continue this program in future years upon approval from grantor.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
METRO ACTION	075	Ellen Zinkiewicz, Asst. Director of Youth Services				862-8860	862-8870
Grant Name:	CFE Summer Jobs Connect 20-21						
Grantor:	Cities for Financial Empowerment Fund, Inc.					Other:	
Grant Period From:	03/01/20	(applications only) Anticipated Application Date:					
Grant Period To:	04/30/21	(applications only) Application Deadline:					
Funding Type:	OTHER	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:	Select Pass-Thru --- >	Randall Funding Project:		<input type="checkbox"/>			
Award Type:	OTHER	Total Award:		\$40,000.00			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:	Applic. Submitted Electronically?		<input type="checkbox"/>				
<p>The Summer Jobs Connect program will provide banking access and financial empowerment training to participants in municipal Summer Youth Employment Programs. MAC utilizes these funds to provide financial literacy for youth.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
MAC plans to continue this program in future years upon approval from grantor.							
How is Match Determined?							
Fixed Amount of \$		or	0.0%	% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?	\$0.00	Fund	31522	Business Unit	75311020		
Is not budgeted?	\$0.00	Proposed Source of Match:					
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:	0.00	Actual number of positions added:		0.00			
Departmental Indirect Cost Rate	15.71%	Indirect Cost of Grant to Metro:		\$5,431.00			
*Indirect Costs allowed?	<input checked="" type="radio"/> Yes <input type="radio"/> No	% Allow.	15.71%	Ind. Cost Requested from Grantor:	\$5,431.00	in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY 20			\$40,000.00				\$40,000.00	\$5,431.00	\$5,431.00
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total			\$0.00	\$40,000.00	\$0.00		\$0.00	\$40,000.00	\$5,431.00	\$5,431.00
Date Awarded:				03/01/20	Tot. Awarded:	\$40,000.00	Contract#:	Deleware Non-Profit		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

GCP Rec'd
10/02/20

GCP Approved
10/02/20

vw



**Cities for
FINANCIAL
EMPOWERMENT
Fund**

GRANT AGREEMENT

This Grant Agreement (the “Agreement”), dated as of March 1, 2020 (the “Effective Date”) is by and between the **Cities for Financial Empowerment Fund, Inc.** (the “CFE Fund”), a Delaware non-stock, non-profit corporation with its principal office located at 44 Wall Street, Suite 1050, New York, NY 10005 qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the **Metropolitan Government of Nashville and Davidson County**, acting by and through the Metropolitan Action Commission (the “Grantee”).

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate-income households by embedding financial empowerment strategies into local government infrastructure (the “Purposes”).

WHEREAS, the CFE Fund has determined that the support of the Grantee in the work contemplated by this Agreement furthers the exempt purposes of the CFE Fund.

WHEREAS, the Grantee has agreed to use the **Summer Jobs Connect** grant funds provided by this Agreement (the “Grant”) to support the Purposes by managing the implementation and operation of the activities for Summer Jobs Connect (“the Program”) set forth in Exhibit A (the “Scope of Work”).

WHEREAS, the CFE Fund, the Grantee desire to enter into this Agreement to provide for the terms and conditions of the Grant and the Program.

NOW, THEREFORE, the CFE Fund and the Grantee agree as follows:

1. Grant.

The CFE Fund pledges and agrees to provide the Grantee a Grant in the form of cash or cash equivalents in an amount not to exceed \$40,000 [FORTY THOUSAND DOLLARS]. Grant funds will be paid in U.S. Dollars no sooner than what is laid out in the Grant Payout Schedule in Section 6(c).

2. Use of Grant.

The Grant is to be used only to support a Summer Jobs Connect Program in accordance with the specific allocations identified in the Grant budget included in Exhibit C (the “Grantee Budget”). The Summer Jobs Connect program will provide banking access and financial empowerment training to participants in municipal Summer Youth Employment Programs. The Grantee must obtain the prior written consent of the CFE Fund before using the Grant for goods or services outside the Scope of Work; the failure to comply with this provision may invalidate any obligation of the CFE Fund to pay any invoices for such goods or services and constitute breach of this contract.

3. Term.

- (a) The Grant term will begin as of the Effective Date and end on April 30, 2021. Any funds not used by the end of the Grant term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the Grant term unless otherwise agreed upon by both parties in writing in advance.
- (b) This Agreement may be terminated at any time prior to its scheduled termination as set forth above:
 - (i) By either the CFE Fund or the Grantee without cause by giving the other party sixty (60) days prior written notice;
 - (ii) Immediately by a non-breaching party following a material breach of this Agreement by the other party and the expiration of a ten (10) day “cure” period after the non-breaching party shall have given notice to the breaching party of such breach; or;
 - (iii) Immediately by the CFE Fund when its objectives can no longer be advanced through the relationship set forth in this Agreement including, without limitation, by the Grantee’s administration of any Vendor work as it relates to the Scope of Work.
- (c) If the Agreement is terminated by any party for any reason, CFE Fund will have no further obligation to make any payments to the Grantee except for work already completed but not yet paid for prior to the termination; provided, that (i) such work is within the Scope of Work or (ii) if such work is beyond the Scope of Work, the prior written consent of the CFE Fund has previously been obtained.

5. Vendor(s).

- (a) A Vendor shall be defined for purposes of this Agreement as a community-based 501(c)(3) organization, governmental organization or private entity engaged by the Grantee to support the implementation of the Program.
- (b) The CFE Fund hereby appoints the Grantee as its sole and exclusive agent with respect to any Vendor(s). Each Vendor may rely upon the direction and instruction of the Grantee.
- (c) For a period of three (3) years and a day following the expiration of the Grant term, the Grantee shall keep and maintain accurate books, records, and accounting documentation of each Vendor’s performance under the Scope of Work and shall make such records available for inspection by the CFE Fund and/or its auditors upon prior reasonable notice to such effect.

6. Conditions of Disbursement of Grant.

- (a) Grantee shall be eligible to receive funds upon the fulfillment of the following condition:
 - (i) Receipt by the CFE Fund of a countersigned copy of this Agreement, which includes Scope of Work and Grantee Budget. Budget should be a detailed, line-item projected accounting of all Program costs.
- (b) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
 - (i) Timely receipt of all Grantee reports and Financial Reporting in accordance with Exhibit D - Reporting.
 - (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.
 - (iii) The Grantee covenants that it shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund's exempt status under the Internal Revenue Code, or which could hinder the CFE Fund's ability to fulfill its charitable mission.
- (c) Grant Payout Schedule: The total grant will be split into three payments.
 - (i) Initial 90% of funds (\$36,000) will be available upon execution of Agreement and receipt of detailed line-item projected accounting.
 - (ii) Additional 5% of funds (\$2,000) will be available upon receipt of interim report and documentation of all project spending projected in detailed line-item accounting (including attachments).
 - (iii) Final 5% of funds (\$2,000) will be available upon receipt of final report and detailed invoices reconciling current grant spending, as well as projected spending of remaining grant funds.

7. Payment of Grant.

Subject to the fulfillment of the conditions set forth in Section 6:

- (a) The CFE Fund may increase the Scope of Work and corresponding outcome requirements and make concomitant payment adjustments as funds become available to expand services. Any increase in the Scope of Work and subsequent outcome goals would be made in consultation with and at the option of the Grantee.
- (b) Services provided by the Grantee to clients beyond the Grant term shall not be within the Scope of Work under this Agreement and shall not be included in the Grant.

(c) The CFE Fund can make payment to the Grantee in one of two ways. Please initial in **ONE** of the boxes to select the requested payment option:

a. For electronic payment: The CFE Fund will make an electronic payment through the CFE Fund's payment system, bill.com. The Grantee authorizes the below employee to create an account and enter the Grantee appropriate bank routing and account number into bill.com. **The Grantee will ensure that account information in bill.com is accurate throughout the life of the Grant.**

Initial Here for
Electronic Payment and to
Authorize Employee

b. For payment by check: The CFE Fund will issue a check to the Grantee at the address provided:

Initial Here for
Payment by Check

Metropolitan Government of Nashville and Davidson County
Metropolitan Action Commission
Attention Ann Parkinson, Accountant III
800 2nd Avenue North
Nashville, TN 37021

(d) The CFE Fund's ability to pay out this Grant is dependent on the timely receipt of Grant funding from institutional Grantors. In the event that the CFE Fund has not received sufficient or timely funding from these Grantors, the CFE Fund may elect to postpone, reduce, or eliminate this Grant prior to disbursement.

8. Covenants.

During the term of this Grant, the Grantee is expected to adhere to the terms and conditions below and outlined in Exhibit A - Scope of Work. Failure to adhere to these conditions will constitute an act of default and result in the return of part or all of the Grant funds to the CFE Fund and the termination of any obligation of the CFE Fund to pay subsequent invoices submitted after such default. In such a case, the CFE Fund will determine in its sole and absolute discretion the percentage of the Grant to be returned. Cessation or reclamation of Grant funding by the CFE Fund may also result in the Grantee's elimination from consideration for investment from the CFE Fund in any other form. In the event that the CFE Fund terminates the Grant as provided herein, the Grantee shall return Grant funds to the CFE Fund within the time period specified by the CFE Fund upon termination.

During the Grant term and beyond as applicable, the Grantee under this Agreement agrees to:

(a) Coordinate the overall implementation of the program with respect to the Scope of Work.

The Grantee will oversee and direct the work of all partner organizations with respect to the Scope of Work and proposal, if any, including nonprofit, referral, integration and training partners.

- (b) Adhere to the uses of the Grant detailed in Exhibit A - Scope of Work.
 - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to this Agreement. Any Grant funds not expended or committed for these purposes within the Grant term will be returned to the CFE Fund. Any prospective changes in the use of this Grant totaling over ten percent (10%) of any individual budget line must be submitted in writing to and approved in advance by the CFE Fund.
 - (ii) In addition, the Grantee is expected to meet the milestones and outcomes stated in the Scope of Work within the specified timeframe and in accordance with the Grantee Budget. Any material changes in the Grantee's milestones, outcomes or timeframe should be reported to the CFE Fund at the earliest reasonable opportunity. The CFE Fund will decide in its sole and absolute discretion whether any delays in meeting milestones or outcomes constitute a violation of this covenant, and thus an event of default.
 - (iii) The Grantee will provide immediate written notification to the CFE Fund if significant changes or events occur during the term of the Grant which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in the Grantee's management personnel or lead staff member(s) responsible for implementing the Program, loss of funding or other extenuating circumstances which could affect the Grant budget. The CFE Fund, in its sole and absolute discretion, will determine if requests for budget modifications are warranted.
- (c) Cooperate in the monitoring, evaluation and reporting of work, as detailed in Exhibit A - Scope of Work.
- (d) Adhere to the CFE Fund financial compliance stipulations.
 - (i) The Grantee will maintain financial records to account clearly for the Grant funds from the CFE Fund and proper expenditures in furtherance of the Grant. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related to the specific Grant expenditures and make these records available to the CFE Fund upon request.
 - (ii) The CFE Fund reserves the right to audit the Grantee's financial and other records to ensure the proper utilization of its Grant funds. During and at least three years and one day following the end of the Grant term, the Grantee will be expected to maintain records showing, separately from other accounts kept

in its books and records, the receipt and expenditure of the CFE Fund Grant funds.

- (e) Adhere to the CFE Fund's marketing and communications guidelines.
 - (i) The Grantee agree to adhere to the marketing and communication guidelines of the CFE Fund (as it may be amended, modified, supplemented or otherwise revised), and any Grant-relevant institutional investors, including Citi Foundation as provided by the CFE Fund and as applicable. The current form of the marketing and communication guidelines of the Citi Foundation are attached hereto as Exhibit G.
 - (ii) The Grantee agrees to provide details about all Grant-related marketing and communication materials and events to the CFE Fund reasonably in advance to jointly determine appropriate branding opportunities for the CFE Fund and any relevant CFE Fund partners. The Grantee agrees to acknowledge the CFE Fund and Citi Foundation in all Grant-related materials and events, including but not limited to websites, newsletters, media releases, public announcements, event invitations and programs. The CFE Fund will provide specific communication protocols including language for recognizing the CFE Fund in text and logo format. Grantee shall also provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.
 - (iii) Any Grant-related media interviews or public announcements intended for media or public purposes must be coordinated with and approved by the CFE Fund in advance.
 - (v) The Grantee may not publicly announce the receipt of this Grant or its details, except as required by law, until the CFE Fund and its institutional investors have made their official announcement. Prior to the official announcement, the Grantee should consult with the CFE Fund to develop language that may be used for the purposes of recruitment and other administrative purposes.
 - (vi) Execution of this Grant agreement provides the CFE Fund and its institutional investors the right to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. Whenever feasible, the CFE Fund will share these materials with the Grantee prior to publication and give appropriate credit to the Grantee as the provider of this information. The Grantee will be expected to cooperate in any public education or outreach effort undertaken in connection with this Grant, which may include other CFE Fund programs.
- (f) Adhere to the following prohibitions on the use of the Grant.

Under no circumstances shall the Grantee, any Vendor, or any other organization receiving the CFE Fund's Grant funds use these funds directly or indirectly for the following purposes or activities:

- (i) Make a Grant to an individual for travel, study or other similar purpose, as described in section 4945(d)(3) of the Code.
- (ii) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-Grants to any entity that engages in these activities.
- (iii) Influence legislation, especially for the benefit of the CFE Fund or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation.
- (iv) Any other purposes outside what is stated in the Scope of Work without express written permission from the CFE Fund.

9. Compliance with Laws.

Grantee shall comply with, and Grantee shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program comply with, all local, state and federal laws (including common laws), ordinances, codes, rules and regulations regarding the Program and Grantee's obligations and performance under this Agreement. Grantee shall obtain and maintain, and Grantee shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program obtain and maintain, any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

10. Indemnification.

Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions.

11. Non-Impairment of Charitable Status.

The Grantee covenants and agrees that it shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund's exempt status under the Internal Revenue Code, or which could hinder the CFE Fund's ability to fulfill its charitable mission.

12. Confidentiality.

All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided (including, without limitation, the terms and conditions set forth in Section 8(e) and the Scope of Work) or subject to disclosure by law including but not limited to the provisions of the Tennessee Public Records Act. The Grantee shall provide written notice to the CFE Fund within seven (7) business days of receipt by the Grantee of a request for public records relating to this Agreement pursuant to the Tennessee Public Records Act including a copy of the relevant records request; and prior to the release of any public records relating to this Agreement pursuant to the Tennessee Public Records Act allow for a written response from the CFE Fund within fifteen (15) days with respect to such notice containing either (a) a notice of approval, in which case the public records requested may be released or (b) initiation of legal action (such as an injunction or other judicial remedy) to prevent the release of information.

13. Intellectual Property.

All ownership, title, interest, and intellectual property rights of documents, templates, and other materials provided by the CFE Fund shall remain solely the CFE Fund's. Nothing in this section or agreement is intended to, and shall not be construed to, transfer any property rights or any intellectual property rights to materials developed by the CFE Fund to the Grantee. The Grantee may use the CFE Fund's intellectual property for (i) internal planning processes; (ii) in furtherance of the Scope of Work; and (iii) otherwise expressly authorized by the CFE Fund. Any unauthorized disclosure of the CFE Fund's intellectual property without expressed authorization shall be considered a breach of this agreement. The Grantee agree that CFE Fund may reproduce, publish or otherwise use the work product generated during the Grant term without any restriction whatsoever, including any requirement for approval from the Grantee.

14. Non-Assignability.

The Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this Agreement or of its rights, obligations, responsibilities or duties hereunder, either in whole or in part, without the prior written consent of the CFE Fund.

15. Compliance with Anti-Discrimination Rules.

In its use of Grant funds provided by the CFE Fund, and in the course of all development, marketing and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

16. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

17. Entire Agreement.

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter of this Agreement and replaces and supersedes all prior agreements and understandings of the parties. This Agreement may be amended or modified only by a writing executed by the parties hereto.

18. Binding Agreement.

Notwithstanding any other provision of this Agreement, the parties agree that this Agreement constitutes a legal, valid and binding agreement of each party, and is enforceable against each party in accordance with its terms.

19. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

20. Submission to Jurisdiction; Service of Process.

- (a) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY TO THIS AGREEMENT AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING WILL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.
- (b) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO THE SERVICE OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS IN ANY OTHER ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY, ON BEHALF OF ITSELF OR ITS PROPERTY, BY PERSONAL DELIVERY OF COPIES OF SUCH PROCESS

TO SUCH PARTY. NOTHING CONTAINED IN THIS SECTION 17 WILL AFFECT THE RIGHT OF ANY PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY OTHER PARTY IN ANY OTHER JURISDICTION.

21. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY EXPRESSLY AND IRREVOCABLY RELEASES, WAIVES AND RELINQUISHES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR CAUSE OF ACTION IN WHICH ANY OF THEM ARE PARTIES, WHICH IN ANY WAY (DIRECTLY OR INDIRECTLY) ARISES OUT OF, RESULTS FROM OR RELATES TO ANY OF THE FOLLOWING, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL BASIS: (I) THIS AGREEMENT; (II) ANY PAST, PRESENT OR FUTURE ACT, OMISSION, CONDUCT OR ACTIVITY WITH RESPECT TO THIS AGREEMENT; (III) ANY TRANSACTION, EVENT OR OCCURRENCE CONTEMPLATED BY THIS AGREEMENT; (IV) THE PERFORMANCE OF ANY OBLIGATION OR THE EXERCISE OF ANY RIGHT UNDER THIS AGREEMENT; AND (V) THE ENFORCEMENT OF THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY FURTHER AGREES THAT THIS AGREEMENT CONSTITUTES ITS WRITTEN CONSENT THAT TRIAL BY JURY WILL BE WAIVED IN ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION AND AGREES THAT EACH OF THEM WILL HAVE THE RIGHT AT ANY TIME TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT IN WHICH ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION MAY BE PENDING AS WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

22. Nonwaiver.

The failure of either party in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder, shall not be construed as a waiver or relinquishment for the future of such term or option.

23. Amendment.

This contract may be modified only by written amendment executed by all parties and their signatories hereto.

24. Counterparts.

This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means of communication, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

25. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by electronic mail, telefacsimile or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) at the respective party's address listed on Exhibit F - Notices or (b) at such other address as may be designated by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

CITIES FOR FINANCIAL EMPOWERMENT
FUND, INC.

By: J. Mintz
Name: Jonathan Mintz
Title: President and Chief Executive Officer
Date: 10/03/2020

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY,
METROPOLITAN ACTION COMMISSION

By: Cynthia Croom
Name: Cynthia Croom, Ed.D.
Title: Executive Director
Date: 10/5/20

**SIGNATURE PAGE FOR
CITIES FOR FINANCIAL EMPOWERMENT FUND AGREEMENT**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

(SEE PREVIOUS PAGE)
Cynthia Croom, Ed.D., Executive Director
Metropolitan Action Commission

Date

LaVoneia C. Steele
LaVoneia C. Steele, Ed.D., Chair
Metropolitan Action Commission

10/05/2020
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

12/10/2020
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
B.C. Cobb
B.C. Cobb, Director of Insurance

12/10/2020
Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Derrick C. Smith
Metropolitan Attorney

12/10/2020
Date

FILED:

Metropolitan Clerk

Date

Scope of Work**1. COVID-19**

Recognizing the fluid COVID-19 environment, this Scope of Work acknowledges that summer youth employment programs for 2020 likely will be different than in previous years. With prior notice and approval, funding for this grant may be flexible to support programs offering young residents the opportunity to earn money for their participation in workforce, education, or vocational training opportunities during the 2020 calendar year.

2. Summer Employment

The Grantee may use funding from this grant to provide job slots to low- and moderate-income youth participating in a municipal summer youth employment program. The CFE Fund will provide \$40,000 that can be used to provide paid employment to program participants and financial empowerment programming.

Grant funds may be used to pay program participants who are either:

- employed by nonprofit entities or governmental institutions, or employers that are for-profit companies with minimal financial resources, such as micro - or small businesses.
- paid to complete online or in-person training opportunities.

The Grantee will provide the CFE Fund with a detailed proposal of how this grant's "Summer Employment" funding will be used, no later than three weeks before the start of programming.

3. Operational Support

With prior approval from the CFE Fund, the Grantee may use funding from this grant to support the operational costs of administering a municipal summer youth employment program. Operational costs may include, but are not limited to, technology vendors and online education providers. All proposed changes to "Operational Support" funding during the grant period must be submitted to the CFE Fund for approval.

4. Banking Access and Financial Empowerment Programming

The Grantee will help SYEP participants access and use direct deposit, ensuring that the accounts offered to youth meet the Summer Jobs Connect Banking Priorities found in Exhibit E – Summer Jobs Connect Youth Account Priorities.

The CFE Fund recognizes program delivery models are subject to change due to the impacts of COVID 19. Given the fluid nature of such changes, the Grantee will regularly update the CFE Fund about proposed changes to the program structure and will additionally document program design in the interim and final reports. The current program design is laid out in Exhibit B (SYEP Design, Banking Access & Financial Empowerment), but may change over time. Whenever possible, the Grantee will implement banking access into their SYEP and administer financial empowerment programming aligned with the goals identified in Exhibit B.

5. Evaluation

The Grantee must identify, track, and report on youth occupying the jobs slots and/or educational experiences funded by The CFE Fund. The Grantee and its vendors will also document progress towards the outcomes as structured in Exhibit D – Reporting

6. Learning Community

The CFE Fund hopes to host an in-person meeting to serve as a training for new partners in the fall of 2020. Select partners, including the Grantee, may be invited to join as an expert to share best practices. Additionally, the CFE Fund strongly encourages attendance at weekly video conferences to facilitate sharing of program ideas as cities adapt to the changing environment. The Grantee will respond to requests from CFE Fund to share best practices with other Program Grantees. The CFE Fund reserves the right to hold monthly, one-on-one check-in calls with the Grantee.

7. Media and Public Relations

Whenever possible, the Grantee will document the success of the program, focusing on financial empowerment achievements, throughout the year to communicate the progress and impact of SJC. To do so, the CFE Fund will compile data and stories from all cities participating in the Summer Jobs Connect program. To prepare for both planned and ad hoc communication opportunities, the Grantee will be expected to prepare and provide content to the CFE Fund that includes, but is not limited to:

A. Social media campaign: The CFE Fund will execute the national SJC Social Media campaign throughout Summer 2020. The CFE Fund will provide partners with custom social media kits, a social media strategy guide, and flyers with each weekly prompt for the campaign. Partner participation in the campaign includes but is not limited to:

- *City Partner Engagement in SJC Social Media Outreach:* Cities and program partners will be asked to post content; to tweet regularly, and if partners also have Instagram, they can use that channel as well. The CFE Fund will provide a social media calendar with sample tweets, but partners should also be prepared to create and post original content. All posts should use the #SummerJobsConnect hashtag.
- *SJC Participant Engagement in National SJC Social Media Campaign:* Throughout the summer, the CFE Fund will run weekly prompts, including incentivized contests, where youth will be rewarded for sharing what SJC success has meant to them over Twitter and Instagram. City partners are responsible for disseminating CFE Fund information about these contests and regularly encouraging participation in contests; city partners should also ensure that participants understand contests guidelines and requirements. City

partners may choose to identify a cohort of Ambassadors who are encouraged to share social media content regularly, both for CFE Fund contests and independently.

B. Communications and Press: The Grantee is expected to participate in and include the CFE Fund and Citi Foundation in all relevant communications and marketing opportunities, including but not limited to press releases, grant announcements, social media posts, launch events, or other program related events where press will be present and/or program funders will be recognized.

- Press Office contact: By August 18, 2020 cities must identify a contact in the Mayor's Press Office or other appropriate office who can coordinate with CFE Fund staff when press inquiries arise. Contact information should be sent to Kelsey Bradley, kbradley@cfefund.org.
- Logos and Collateral Material: Please add the CFE Fund and Citi Foundation logos liberally to materials – mock ups or drafts of logo usage should be sent to Kelsey Bradley (kbradley@cfefund.org) for approval. **PLEASE NOTE that the Citi Foundation requires that any grant recipient using Citi's logo on any collateral, including websites, will complete a Logo Consent Form, which will be provided by the CFE Fund.**

SYEP Design, Banking Access, Financial Empowerment**Updated Program Plan as of 07/01/2020****Program Design (e.g. in person vs. remote, employment, education or vocational training, paid vs. volunteer)**

As we begin PY20, Opportunity NOW unexpectedly finds ourselves in a very different situation than we anticipated when we first submitted our proposal. Due in part to budget considerations brought about by the economic impact of COVID, the Nashville Career Advancement has invested in year-round employment readiness infrastructure embedded within some of our funded summer partners. Part of the expectation of this expanded work with young people is that these partners will be focusing comprehensively on the elements of work-readiness, including helping young people gather identity documents and open bank and credit union accounts in advance of the hiring season. We feel strongly that these more concrete benchmarks are as much about work-readiness as traditional resume writing and soft-skill-building.

Banking Access (including financial institution partners, process by which to open accounts)

Part of our requirement for year-round work-readiness is that the services be connected to specific communities. We will need to recruit new, neighborhood-based banking partners while still cleaving to the highest account standards. Much of our practice around financial literacy education is based on participating in a structured on-boarding session and SYEP. We will need to explore how best to incentivize participation in the off-season and at non-traditional times. We are currently structured to provide financial literacy to young people. This year-round model could present opportunities for two-generation approaches. What are the best practices and most effective incentives for those kinds of initiatives?

Other financial empowerment programming (including education, experience)

This expanded capacity gives us the advantage of time for relationship building with youth and their families as well as the flexibility of more fully utilizing the time that the SYEP "off season" affords. While our providers are excited about the possibilities of helping young people get their documents, supporting them with bank access, and helping provide basic financial literacy, the tools and structures we use to embed options in our SYEP on-boarding and in the SYEP time itself may need some tweaking in order to be supports in the new model.

In order to best financially support the opportunity our expanded, out-of-season capacity represents, Opportunity NOW is requesting funding for the following:

- Incentive dollars for young people who sign-up for direct deposit (\$10 per young person deposited prior to program start). This strategy was extremely successful last

year as we were able to enroll 76% of our SYEP participants in direct deposit.

- Peer Financial Counselors (5 summer only). This will be our fourth summer of utilizing a near-peer financial literacy counseling strategy where new high school graduates who have earned either the CUA certification in financial counseling or college credit in personal finance while in high school provide one-on-one financial counseling with 14-16 year old participants in our Experience Work programs. Last year this program helped encourage SYEP participants who had not chosen direct deposit to open bank accounts (88.8% of SYEP participants reported having a bank account at the end of the summer) as well as reinforcing savings.
- Lead Peer Financial Counselors (2 Lead Counselors). In our model, these positions are filled by college students who have served as Peer Financial Counselors in the past. These young adults provide coordination and leadership for the Peer Counselors; they are also responsible for tracking program outcomes.
- “Off Season” Peer Financial Counselor (1 Spring/Summer position). This new position would provide support for off-season and non-traditionally timed events structured to include banking opportunities.
- Incentives for 2 generational participation in banking and financial literacy.

Exhibit CGrantee Budget

CFE/SJC Budget		Notes
Direct Deposit Incentive		
Total Number Participants	320	
Target % for DD	60%	2019 76% utilized direct deposit; all payroll is virtual for PY20 with no opportunities to include real-time banking partner access
Incentive	\$15	
Total Incentive Cost	\$ 2,880.00	
SYEP Implementation		
Participant wage and benefit support for 2020 SYEP	\$ 23,000.00	This is approximately 20-30 young people
Financial Literacy Content Development		
Content development for youth appropriate virtual finlit content	\$ 5,000.00	
2Gen Strategy Support		
Incentives and supports for 2-gen finlit events	\$ 3,689.00	
Indirect Cost	\$ 5,431.00	
Total Request	\$ 40,000.00	

Reporting

The Grantee is responsible for submitting progress reports using the CFE Fund's online grant portal which can be accessed through the web link below:

<https://www.grantinterface.com/Home/Logon?urlkey=CitiesFE>

Financial Reporting

The CFE Fund requires financial documentation of expenses paid for Summer Jobs Connect corresponding to the Grantee Budget in Exhibit C.

Program Reports

The CFE Fund will assign semi-annual program reports to track progress towards grant objectives and understand local Summer Jobs Connect accomplishments, challenges, and lessons learned. An overall program budget will also be expected. A total of two Program Reports will be completed throughout the Grant term. The interim report is due on August 7, 2020, and the final report is due on October 23, 2020.

Grantees who receive approval to use this grant towards Fall 2020 programming are required to submit interim reports by October 23, 2020 and final reports by December 14, 2020.

Outcomes to be tracked include the following:

Summer Jobs Connect Outcomes		2020 Actual	Estimated pre-SJC totals*
Program model	How many youth participated in your city's SYEP?		
	How many youth are served by the SYEP your agency oversees/manages?		
Financial Education	How many youth were taught about the benefits of banking?		
	How many youth received follow-up financial education on how to efficiently use a bank account, budgeting, and/or savings?		
Account opening	How many youth was the city able to determine banking status for? <i>(Whether participants had an account prior to programming)</i>		
	How many youth <u>had the opportunity</u> to open a bank or credit union account through your program?		
	How many youth actually opened accounts through your program?		
Direct Deposit	How many youth <u>had the opportunity</u> to direct deposit their SYEP payments into a bank/credit union account?		
	How many youth actually received their pay via direct deposit?		
	How many youth chose to split their SYEP payments into a savings and transactional (checking) account?		

Due to the anticipated changes in programming this summer, the CFE Fund will also collect qualitative and quantitative outcomes on program employment/training outcomes (e.g. the number of youth who completed work experience and/or online training).

Summer Jobs Connect Youth Account Priorities**SUMMER JOBS CONNECT YOUTH ACCOUNT PRIORITIES**

These following priorities are intended for use by programs seeking or negotiating financial institution transaction accounts for youth populations.

Critical Features	
Terms	Standards
Transaction Account at Banking Institution	Checking account (including checkless checking); bank- or credit union-offered prepaid Non-custodial account ownership for those under 18
Minimum Opening Deposit	\$25 or less, with ability for consumer to delay funding initial balance until first payroll
Monthly Maintenance Fee	None for youth accounts
Overdraft or Non-Sufficient Funds (NSF) Fees	None, structurally not possible (e.g. via checkless checking)
Dormancy or Inactivity Fees	None; after 6 months or more of inactivity, account can be suspended with an option to reactivate
Withdrawal Capability	Free methods to access funds through in-network ATMs
Insured Deposits	Insured by FDIC or NCUA
New Account Screening (e.g. ChexSystems, Early Warning Services)	For consumers under 18: Flexible usage, reflecting that any negative reports are unlikely to be fault of the minor For consumers 18 and over: Flexible usage; only deny new customers for past incidences of actual fraud
Alternative IDs	Accept alternative IDs (e.g. school IDs, program IDs)
Remote Account Opening	Accounts can be opened remotely (e.g. through onsite program enrollment, assisted account opening, or online), including issuing account numbers off-site
Linked Savings Accounts	Free savings accounts and account transfers
Additional Important Features	
Point of Sale (POS) Capability	Debit card/prepaid card
Branch Access	Free and unrestricted
Telephone Banking	Free and unrestricted (including live customer support)
Use of Out-of-Network ATM	\$2.50 or less (not including local ATM fee)
Deposit Capability	Free in branch, at ATM, and direct deposit
Bill Pay by Customer	Free
Bill Pay by Financial Institution	Free if available, otherwise at least four free money orders and/or cashier checks per month
Check Cashing for Checks Issued by that Bank	Free
Online and Mobile Banking	Free
Banking Alerts	Free
Monthly Statements	Free paper (or electronic with consumer consent)
Mobile Deposits	Available, free
Funds Availability	Immediate availability for known customers cashing government, payroll, or same-bank checks
Money Orders	\$1.60 or less (based on U.S. Postal Service rate)
Remittances (International Wire)	Competitively priced (\$5.00 - \$20.00, depending on country)
Credit-Building Product Offerings	Secured credit card or secured personal loan, e.g.



www.cfefund.org

Exhibit F

Notices

Cities for Financial Empowerment Fund, Inc.

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Exhibit G

Citi Foundation Marketing Guidelines

(As Attached)