

GRANT AGREEMENT

This Grant Agreement (the "<u>Agreement</u>"), dated as of February 1, 2025 (the "<u>Effective Date</u>") is by and between the **Cities for Financial Empowerment Fund, Inc.** (the "<u>CFE Fund</u>"), 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 "<u>Code</u>"), and the **Metropolitan Government of Nashville and Davidson County** (the "<u>Grantee</u>") (the CFE Fund and the Grantee, individually, each a "<u>Party</u>", and collectively, the "<u>Parties</u>").

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 "<u>Purposes</u>").

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 **Financial Empowerment Cities** ("<u>FE Cities</u>") **Grant** funds provided by this Agreement (the "<u>Grant</u>") to support the Purposes by managing the implementation and operation of the activities set forth in <u>Exhibit A</u> (the "<u>Request for Proposal &</u> <u>Grantee Proposal</u>") and <u>Exhibit B</u> (the "<u>Scope of Work</u>") (<u>Exhibit A</u> and <u>Exhibit B</u> collectively, the "<u>Program</u>").

WHEREAS, the CFE Fund and 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 in the amount of \$160,000 [ONE HUNDRED SIXTY THOUSAND DOLLARS].

The \$160,000 will be made up of \$100,000 for roughly the first year of the Program, based on written proof that the Grantee has met the fundraising obligation of \$20,000; and \$60,000 for roughly the second year of the Program, based on written proof that the Grantee has met an additional fundraising obligation of \$100,000.

Grant funds will be paid in U.S. Dollars no sooner than what is laid out in the Grant Payout Schedule in Section 5(c).

2. Use of Grant.

The Grant is to be used only for the purposes outlined in the Scope of Work and in accordance with the specific allocations identified in the Grant budget included in <u>Exhibit C</u>

(the "<u>Grant Budget</u>"). The Grantee must obtain the prior written consent of the CFE Fund before engaging in any work that is beyond the Scope of Work and the failure to obtain such consent shall invalidate any obligation of the CFE Fund to make Grant payments.

3. Term.

- (a) The Grant term will begin as of the Effective Date and end on April 30, 2027 (the "<u>Term</u>"). Any funds not used by the end of the Term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the 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.

4. Vendor(s).

- (a) The CFE Fund hereby appoints the Grantee as its sole and exclusive agent with respect to any community-based 501(c)(3) organizations, governmental organizations, consultants, or other private entities (each a "<u>Vendor</u>") engaged by the Grantee to support the implementation of the Program. Each Vendor may rely upon the direction and instruction of the Grantee.
- (b) The Grantee shall administer all aspects of each contract entered into with any Vendor for purposes of this Agreement (the "<u>Vendor Contracts</u>"), including, without limitation, payment of Vendor(s)' invoices, managing and overseeing the performance of each Vendor under the Vendor Contracts and monitoring such Vendor's adherence to its duties, obligations and responsibilities thereunder, including appropriate insurance.

- (c) For a period of three (3) years and a day following the expiration of the 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.
- (d) Notwithstanding the above, Grantee shall notify CFE Fund in timely, written manner of any Vendors engaged for the purposes of this Agreement.

5. Conditions of Disbursement of Grant.

- (a) Grantee shall be eligible to receive funds upon the fulfillment of the following conditions:
 - (i) Initial \$100,000 of Grant funds:
 - a. Receipt by the CFE Fund of a fully executed Agreement, which includes Scope of Work and Grant Budget, and proof that the Grantee has met its first fundraising obligation of \$20,000 (through demonstrated proof of actual funding in hand or commitment letters demonstrating funds secured). Budget should be a detailed, line-item projected accounting of all Program costs, and specifically for use of CFE Fund Grant funds.
 - (ii) Final \$60,000 of Grant funds:
 - a. Satisfactory completion of Grant deliverables as defined in the Scope of Work at the end of the first year of the Grant, and proof that the Grantee has met its second fundraising obligation of \$100,000 (through demonstrated proof of actual funding in hand or commitment letters demonstrating funds secured).
- (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:
 - \$100,000 will be paid upon execution of Agreement (which includes Grant Budget of detailed line-item projected accounting), and based on written proof that the Grantee has met its \$20,000 fundraising obligation (through demonstrated proof of actual funding in hand or commitment letters demonstrating funds secured).
 - \$50,000 will be upon receipt of interim report, including documentation of Program spending to date in detailed line-item accounting (including attachments if necessary) of at least the initial \$100,000 of grant funds already disbursed, and proof that the Grantee has met its second fundraising obligation of \$100,000 (in addition to the \$20,000 fundraising obligation in (c)(i)) through demonstrated proof of actual funding in hand or commitment letters demonstrating funds secured.
 - (iii) \$10,000 will be paid upon receipt of final report, including documentation of Program spending in detailed line-item accounting (including attachments if necessary) of at least the initial \$150,000 of grant funds already disbursed, along with a plan for spending of remainder of grant funds within two months, if not already spent. Grantee will be responsible for providing documentation of the full spending of the \$160,000 Grant in detailed lineitem accounting, if not already spent at the time of the final report's submission. Any unspent Grant funds will be returned to the CFE Fund.

6. Payment of Grant.

- (a) The CFE Fund can make payment in one of two ways. Please initial in <u>ONE</u> 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 person authorized below to create an account and enter the Grantee's 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 Staff Member



Initial Here for Payment by Check

- b. For payment by check: The CFE Fund will issue a check to the Grantee at the address provided:
- (b) The CFE Fund's ability to pay out this Grant is dependent on the timely receipt of Grant funding from institutional funder(s). In the event that the CFE Fund has not received sufficient or timely funding from these funder(s), the CFE Fund may elect to postpone, reduce, or eliminate this Grant prior to disbursement.

7. Covenants.

During the Term, the Grantee is expected to adhere to the terms and conditions below and outlined in Exhibit B or as set forth in Exhibit A. Failure to adhere to these conditions will constitute an act of default and result in the return 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 Term and beyond as applicable, the Grantee under this Agreement agree to:

- (a) Coordinate the overall implementation of the Program with respect to the Program, as well as oversee and direct the work of any partner organizations or Vendors with respect to the Program.
- (b) Adhere to the uses of the Grant detailed in the 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 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 Grant 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 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 the Scope of Work and as set forth in <u>Exhibit D</u>.
- (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 following the end of the 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 Grant funds from the CFE Fund.

- (e) Adhere to the marketing and communications guidance of the CFE Fund as below:
 - (i) The Grantee agrees 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 funder(s).
 - (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 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.
 - (iv) The Grantee may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional funder(s) 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, and should coordinate all announcement plans with the CFE Fund.
 - (v) Execution of this Grant agreement provides the CFE Fund and its institutional funder(s) 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.

8. Compliance with Laws.

Grantee shall comply with, and 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 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.

9. Indemnification.

Each party shall be responsible for 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 of its employees, officers, officials, agents, boards, committees and commissions.

10. 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.

11. 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 7(e) and the Scope of Work) or when subject to disclosure by law including but not limited to the provisions of the Tennessee Public Reports Act. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, Tennessee Public Records Act, order or other judicial or governmental process shall not be considered a breach of this Agreement. CFE Fund acknowledges that any document provided to Grantee may become a public record subject to disclosure under the Tennessee Public Records Act. Within seven (7) days of receipt of a subpoena, summons, or request pursuant to the Tennessee Public Records Act, order or other judicial or governmental process, or a request under the Freedom of Information Act, Grantee will provide CFE Fund notice of such receipt. Unless such notice period would cause Grantee, in its sole determination, to violate applicable law or judicial or governmental process, , such notice to the CFE Fund shall precede any response to such requests by at least seven (7) days.

12. 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 Term without any restriction whatsoever, including any requirement for approval from the Grantee.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY EXPRESSLY AND IRREVOCABLY RELEASES, WAIVES AND RELINOUISHES 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.

19. Amendment.

The CFE Fund shall consider, but is not obligated to agree to, requests by the Grantee to amend the terms of this Agreement. Amendments to this Agreement shall be made only after (i) the CFE Fund has received written request from the Grantee stating the nature of the amendment request, and (ii) the CFE Fund has executed a written agreement describing the terms of the amendment.

20. **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.

21. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by electronic mail, 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.

By:

CITIES FOR FINANCIAL EMPOWERMENT FUND, INC.

Name: Jonathan Mintz

Title: President and Chief Executive Officer

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: Name: Freddie O'Connell Title: Mayor

Signature Page for the Metropolitan Government of Nashville and Davidson County Cities for Financial Empowerment Fund, Inc. Financial Empowerment Cities Grant

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO PROJECT SCOPE:

[See Previous Page] Metropolitan Mayor

APPROVED AS TO FINANCIAL MATTERS:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK

Metropolitan Clerk

DATE: _____

Exhibit A

Request for Proposal & Grantee Proposal

(To Be Attached)

Scope of Work

Where there may be discrepancies, this Scope of Work supersedes both the Request for Proposal and the Grantee Proposal.

As part of the Financial Empowerment Cities (FE Cities) Grant, the CFE Fund will provide the Grantee with a \$160,000 Grant; deliver direct technical assistance, including regular staff time and at least one site visit; coordinate a learning community of Grantees; and facilitate Grantee engagement with and technical assistance from senior staff members from other municipalities with significant expertise operating a municipal Office of Financial Empowerment (the "Expert Mentor(s)"). The CFE Fund will also cover all Grantee travel and accommodation for Grant-related convenings.

The FE Cities initiative, and the work performed by the Grantee under the Program, will be conducted in two phases.

In Phase 1, expected to last between 6-9 months, the Grantee is responsible for the following:

- 1. With approval of the CFE Fund, identify and hire/designate the full-time leader of the planned Office of Financial Empowerment ("<u>OFE</u>") (the "<u>OFE Leader</u>").
 - a. Prior to the hiring or designation of the OFE Leader, the Grantee will identify a senior staff member (the "Lead Staff Member") to engage with the CFE Fund.
 - b. The Lead Staff Member should be well positioned to support by facilitating high-level connections, providing guidance and feedback, and helping to monitor the overall work and ensuring it is aligned with mayoral priorities. The Lead Staff Member will likely be the eventual supervisor of the OFE Leader.
 - c. The Lead Staff Member will share the Grantee's proposed recruitment and hiring process and identify any technical assistance that may be required to ensure recruitment of a sufficiently senior and experienced candidate pool.
 - d. The OFE Leader must be sufficiently senior within the local administration to engage with high-level internal and external stakeholders, ensure the OFE will be developed according to the vision of the chief executive, and build the partnerships necessary for success (see Exhibit E "Sample OFE Leader Job Description")
 - e. The OFE Leader will become the primary liaison to CFE Fund and will represent the local government on Financial Empowerment issues; attend all relevant meetings with the CFE Fund, Expert Mentor(s), biannual CFE Coalition convenings, and the FE Cities learning community; and be responsible for execution of the initiative.
 - f. The OFE Leader's supervisor will have quarterly check-ins with the CFE Fund to ensure progress and connect on OFE Leader performance. During the initial six months of work, the supervisor will be regularly engaged to support the OFE Leader's onboarding.
- 2. Conduct a thorough analysis of the financial empowerment landscape in the community and build relationships with key stakeholders and potential partners.
 - a. The OFE Leader will identify all potential partners, stakeholders, funders, and other

organizations/people that could impact the success of the OFE and its mission.

- b. When identified, the OFE Leader will engage and build supportive relationships with a range of stakeholders including, but not limited to, internal city/county agencies, non-profit organizations and social service providers, advocacy and policy organizations, partners in other levels of government, financial institutions, academia, and other relevant stakeholders as required.
- c. The OFE Leader should consider convening stakeholders as a formal and/or informal advisory committee.
- 3. The OFE Leader will also take steps to engage the community at large to understand common financial empowerment challenges and potential solutions, with particular emphasis on historically disadvantaged groups such as communities of color, immigrants, etc. Coordinate an in-person site visit for CFE Fund. This includes:
 - a. Developing a site visit agenda and coordinating logistics such as reserving a space for meeting.
 - b. Convening the Advisory Group for a OFE overview and planning session facilitated with CFE Fund.
 - c. Facilitating and leading individual meetings with key internal stakeholders such as the Mayor, Chief of Staff, Finance Director, and other senior government staff members; community leaders; funders; and service or community partners.
 - d. Convening other meetings and engagements as needed.
- 4. Draft a strategic plan for the Office of Financial Empowerment including:
 - a. Context-setting information on financial empowerment issues faced in the community.
 - b. Programmatic and policy priorities the OFE expects to pursue.
 - c. Definition of the role the OFE will play in the financial empowerment landscape e.g., how it plans to engage stakeholders and the community, set the wider financial empowerment agenda, drive collective action in the financial empowerment space.
- 5. Develop private and public resources to support the launch and ongoing operation of the Office of Financial Empowerment.
 - a. As specified in Section 5(c), to draw down an initial CFE Fund grant disbursement of \$100,000, the Grantee must demonstrate \$20,000 in funds raised/allocated to the FE Cities initiative.
 - b. As specified in Section 5(c), by the start of year 2, the OFE Leader must demonstrate an additional \$100,000 in funds raised/allocated to draw down the next \$50,000 disbursement.
 - c. The OFE Leader will work to identify funding priorities and needs, develop a formal budget within the local budgeting process, and raise/allocate funds to ensure full operations and sustainability of the OFE.
- 6. Formally launch the Office of Financial Empowerment.
 - a. Launch timeline may vary based on local electoral/budgetary cycles.
 - b. The OFE must be launched as a publicly visible office or division within local government
 - c. Prior to the official announcement, the Grantee must coordinate all announcement plans with the CFE Fund.

In Phase 2, after launching the Office of Financial Empowerment, the Grantee is responsible for the following:

- 1. Launch at least 2 new financial empowerment programs and, as appropriate, consolidate or otherwise coordinate formally with existing programs under the umbrella of the OFE.
- 2. Capture and analyze programmatic data to build a base of evidence of the impact of financial empowerment on the community.
- 3. Leverage research, the learning community, and programmatic experience to inform policy change at the local level as applicable.
- 4. Conduct ongoing stakeholder engagement, build new partnerships, and maintain the relationships to the partners and the community established in Phase 1.
- 5. Develop additional public and private resources as needed to sustain and grow the operations of the OFE.
- 6. Manage political and communications opportunities, sharing information about OFE work publicly.
- 7. Continue engagement with the FE Cities learning community and the Cities for Financial Empowerment Coalition.

Grant Budget

Category	Projected Expenses	Notes
Personnel and Fringe	\$151,877	Personnel and Fringe benefits for two (2) fiscal years
Indirect/Admin	\$2,323	Travel and parking cost
Consultant(s)	\$0.00	No planned consultants
Meetings/Events	\$3,200	Quarterly Advisory Meetings
Supplies	\$2,600	IT Equipment
Total	\$160,000	

Use of Grant Funds:

Grant funds should be used towards building the capacity and infrastructure for the OFE. Expenses may include:

- OFE Leader's salary;
- Salary for other staff member(s), provided that their role supports the overall OFE work and not only an individual program;
- If salaries are already covered by other sources, funding can also be used for hiring consultants (research, capacity building, or other purpose aligned with guidance above)
- Other than personnel service expenses related to running the OFE

Grant funds *should not* be used towards the expenses of any single program, for example a financial counselor or full-time program manager.

Reporting

The Grantee is responsible for the below reports using the CFE Fund's online grant portal which can be accessed here: <u>https://www.grantinterface.com/Home/Logon?urlkey=CitiesFE</u>.

The grant portal will remind Grantee of submission due dates in advance.

<u>Reports</u>	Due Date
Narrative Report – 6 months	August 31, 2025
Initial Finance Report, Year 2 Match Funds – 12 months	February 28, 2026
Narrative Report – 12 months	February 28, 2026
Narrative Report – 18 months	August 31, 2026
Narrative Report – 24 months	April 30, 2027
Final Finance Report	April 30, 2027

Sample OFE Leader Job Description

Background

Financial empowerment programs and policies have emerged as front-line priorities for mayors across the country as they zero in on economic and racial disparities. These burgeoning opportunities achieve high quality scale and impact, particularly when integrated into local government services. The Metropolitan Government of Nashville and Davidson County seeks a visionary to launch and lead the City's newly created Office of Financial Empowerment (OFE) to institutionalize and catalyze these financial empowerment efforts.

The OFE Director will join a cohort with four peers from cities across the country who are similarly newly leading their own cities' OFEs. The Cities for Financial Empowerment Fund, a national non-profit, will support the cohort of local leaders as part of this new two-year Financial Empowerment Fellowship training program.

Each OFE Director will work with leaders within the City and CFE Fund staff to launch and lead a newly established local OFE, both managing existing and launching new financial empowerment programs and initiatives. OFE Directors will also serve as the local government's internal financial empowerment consultant, bring a financial stability lens to a range of related issues, and leverage their leadership role to ensure financial empowerment is central to local anti-poverty efforts. OFE Directors will be well-positioned to bring financial empowerment services and expertise into local racial equity efforts.

The purpose of the Office is to improve the financial resilience and well-being of residents through financial empowerment initiatives such as:

- Expanding access to safe and affordable credit and banking products
- Increasing access to one and one financial counseling and coaching services
- Expanding community wealth-building strategies
- Identifying policy and programmatic barriers to improving financial stability

Job Responsibilities

The OFE Director role will be responsible for designing, launching, and leading a government office with a comprehensive and dynamic strategy to advance financial resilience for the community. Specifically, the Director will be responsible for:

- Institutionalize OFE infrastructure for sustainable success
 - Analyze the financial empowerment landscape in the community to identify which could impact the success of the OFE and its mission.
 - Design a strategic plan for the OFE.
 - Develop public and private resources as needed to sustain and grow the operations of the OFE.
 - o Identify and convene stakeholders as a formal advisory committee/board.

- Launch the OFE.
- Implement successful programs
 - Develop and launch new financial empowerment programming and work to consolidate or coordinate of existing financial empowerment programs under the umbrella of the OFE.
 - Develop metrics of success and analyze programmatic data to build a base of evidence of the impact of financial empowerment on the community.
- Serve as the city's recognized community expert on financial empowerment
 - Engage and build relationships with a range of stakeholders including, but not limited to, internal city/county agencies, non-profit organizations and social service providers, advocacy and policy organizations, partners in other levels of government, financial institutions, academia, and other relevant stakeholders as required.
 - Convene stakeholders and partners from across sectors, including residents/those directly affected, to understand common financial empowerment challenges and potential solutions, with particular emphasis on historically disadvantaged groups such as communities of color, immigrants, etc.
 - Manage political and communications work, sharing information about OFE work publicly.
 - Highlight and share FE programmatic perspective on a relevant policy issues
- Lead OFE to be a functional and contributing member of the national FE community
 - Participate in national learning community meetings to learn and share best practices.
 - Learn from municipal FE experts, which includes shadowing experts in their cities.

Preferred Experience

- Bachelors degree and 8-10 years of professional experience required, including 5 years in a supervisory role.
- Familiarity with financial empowerment issues including banking, mainstream financial products, Community Reinvestment Act, financial counseling and coaching, community wealth building
- Familiarity with challenges facing unbanked/underbanked individuals
- Familiarity with local, state and federal programs and funding streams that support people with low incomes
- Strong background in coalition management or multi-sector collaboration
- Knowledge of local government, regulatory environment, and political context
- Deep relationships/network with community, including community-based organizations, local governments, and financial institutions
- Experience with public speaking and communications experience required
- Experience in grant writing/budget management
- Excellent writing and communication skills

Exhibit F

Notices

<u>Cities for Financial Empowerment Fund, Inc.</u> Scott Schwartz Deputy Contracts and Grants Director Cities for Financial Empowerment Fund, Inc. 44 Wall Street, Suite 1050 New York, NY 10005 (347) 382-7003 <u>sschwartz@cfefund.org</u>

<u>Grantee</u> Jamari Brown Senior Director of Economic and Community Development Metropolitan Government of Nashville and Davidson County 1 Public Square Nashville, TN 37201 Telephone: Email: jamari.brown@nashville.gov