



GRANT AGREEMENT

This Grant Agreement (the "Agreement"), dated as of March 1, 2022 (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 **City of Cleveland** (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 "Request for Proposal & Grantee Proposal") and Exhibit B (the "Scope of Work").

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 \$70,000 [SEVENTY THOUSAND DOLLARS] for the Grantee's programming of their 2022 summer youth employment program ("2022 SYEP") and 2023 summer youth employment program ("2023 SYEP").

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 Exhibit C (the "Grant Budget"). 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 October 31, 2023 (the “Grant Term”). 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.

4. **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 (each a “Vendor”). Each Vendor may rely upon the direction and instruction of the Grantee.
- (b) The Grantee shall contract with **Youth Opportunities Unlimited (“Y.O.U.”)** as a Vendor for the 2022 SYEP program year.
- (c) The CFE Fund hereby appoints the Grantee as its exclusive agent with respect to any community-based 501(c)(3) organizations, governmental organizations or private entities engaged by the Grantee to support the implementation of the Program.
- (c) The Grantee shall consult with the CFE Fund in advance of the selection of any new Vendor engaged by the Grantee to support implementation of this Program, including a Vendor for the 2023 SYEP program year, and agree that any selection without the CFE Fund’s prior written consent (not to be unreasonably withheld,

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conditioned or delayed) shall be an act of default under this Agreement and may result in a requirement that the Grantee return part or all of the Grant funds to the CFE Fund as determined by the CFE Fund in its sole and absolute discretion; provided, however, that Grantee shall not be required to return to the CFE Fund any Grant funds that were expended by the Grantee through Vendors that were approved by the CFE Fund and used for work that was not beyond the Scope of Work.

- (d) The Grantee shall administer all aspects of each contract entered into with any Vendor for purposes of this Agreement (the "Vendor Contracts"), 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. The Grantee shall promptly notify the CFE Fund of any material breach by a Vendor of its duties, obligations and responsibilities under the Vendor's Contract.
- (d) The Grantee shall designate appropriate staff to fulfill its responsibilities as the CFE Fund's agent for the Vendor Contracts and to act as liaison with the CFE Fund.
- (e) 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.
- (f) Notwithstanding anything to the contrary herein set forth, the Grantee shall notify the CFE Fund if they plan to amend, modify, rescind or terminate any of the Vendor Contracts relevant to this Grant.
- (g) The Grantee shall notify the CFE Fund of any prospective external relationships a Vendor wishes to establish for the purposes of subcontracting the Vendor's responsibility as defined by the Scope of Work. Any prospective external relationships for this purpose must be submitted in writing by the Grantee to and approved by the CFE Fund.

5. 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 Grant 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 E - Reporting.

- (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.
 - (iii) The Grantee covenants that they 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. The Grantee shall review each invoice submitted by a Vendor for the performance of services in light of the purposes as expressed in the Scope of Work, and upon request of the CFE Fund shall promptly furnish the CFE Fund with copies of Vendor(s) invoices or other such proof of services pursuant to the Vendor Contract(s). The Grantee shall determine whether the Vendor is in compliance with its Vendor Contract and this Grant Agreement, and report such determination in accordance with the reporting requirements in Exhibit D ("Reporting"). The Grantee should proactively notify the CFE Fund on a quarterly basis whether the Vendor is in compliance with its Vendor Contract and this Grant Agreement and thus appropriately eligible for payment disbursement(s).
- (c) Grant Payout Schedule: The total Grant will be split into three payments to the Grantee:
- (i) \$20,000 will be paid upon execution of Agreement, which includes Grant Budget of detailed line-item projected accounting.
 - (ii) \$45,000 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 \$20,000 of grant funds already disbursed, and CFE Fund approval of Grantee's program plan and Vendors) for 2023 SYEP.
 - (iii) \$5,000 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 \$65,000 of grant funds already disbursed, along with a plan for spending of remainder of grant funds by the end of the Grant Term, if not already spent. Grantee will be responsible for providing documentation of the full spending of the \$70,000 Grant in detailed line-item accounting, if not already spent at the time of the final report's submission.

6. Payment of Grant.

Subject to the fulfillment of the conditions set forth in Section 5:

- (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, YOU, and any other Vendor(s).
- (b) Services provided by the Grantee and their Vendor(s) 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 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'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 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

Commented [SS2]: Cleveland: If selecting electronic payment:
Complete this section and have contract signatory initial the box.
Name, Title, Email Address, Phone Number

Commented [SS3]: Cleveland: If selecting payment by check: complete this section and have contract signatory initial the box.
Exact payee name, to whose attention the check should go to, and full mailing address

- (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.

7. Covenants.

During the Grant Term, the Grantee is expected to adhere to the terms and conditions below and outlined in **Exhibit B - Scope of Work**. 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 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, as well as oversee and direct the work of any partner organizations or Vendors with respect to the Scope of Work and proposal.
- (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 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 Grant Budget. Any material changes in the Grantee's or YOU'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 Grant 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.
- (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 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 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 H.
 - (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.
 - (iv) The Grantee may not publicly announce the receipt of this Grant or its details 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.
 - (v) 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, Y.O.U., 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.

- (a) The CFE Fund shall indemnify, defend and hold harmless the Grantee, including Grantee's staff, and its officers, employees and agents, from any and all claims, demands, costs, judgments or liabilities to which they may be subject because of any acts or omissions of the CFE Fund, its officers, directors or trustees, employees, agents, representatives, Vendors, or because of any negligence or fault of the CFE Fund, its officers, directors or trustees, employees, agents, representatives, or Vendors. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (b) The Grantee shall indemnify, defend and hold harmless the CFE Fund, including its staff, and its officers, directors or trustees, employees and agents, from any and all claims, demands, costs, judgments or liabilities to which they may be subject

because of any acts or omissions of the Grantee, or any of its employees, agents, representatives, or because of any negligence or fault of the Grantee or its employees, agents, and representatives. This obligation shall survive and continue beyond any termination or expiration of this Agreement.

- (c) Each of the parties hereto shall take all steps necessary to ensure that its staff, officers or trustees, employees, agents, representatives, and vendors are covered under all insurance policies necessary to effectuate the provisions of this Section.

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 or any Vendor Contract are to be held confidential, unless otherwise herein provided or subject to disclosure by law.

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 Grant 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. 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.

19. 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.

20. 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.

21. Amendment.

The CFE Fund shall consider, but is not obligated to agree to, requests by the Grantee to amend the terms of this MOU. Amendments to this MOU 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.

22. 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.

23. 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 G - Notices or (b) at such other address as may be designated by written notice to the other party.

[SIGNATURE PAGE FOLLOWS]

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: _____
Name: Jonathan Mintz
Title: President and Chief Executive Officer

Date: _____

CITY OF CLEVELAND

By: _____
Name:
Title:

Date: _____

ACKNOWLEDGED AND AGREED BY:

YOUTH OPPORTUNITIES UNLIMITED

By: _____
Name:
Title:

Date: _____

Request for Proposal & Grantee Proposal

(To Be Attached)

Exhibit A

Scope of Work

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

1. Banking Access and Financial Empowerment Programming

The CFE Fund will provide the City of Cleveland with technical assistance and \$70,000 to integrate financial empowerment programming into the City of Cleveland's summer youth employment program (SYEP).

The Grantee, and Y.O.U. as Vendor for the Grantee, will plan and implement 2022 financial empowerment programming by completing the tasks set forth in Exhibit D – 2022 Banking Access and Financial Empowerment. The Grantee will propose a separate banking access and financial empowerment plan for the City of Cleveland's 2023 summer youth employment program. The Grantee's 2023 banking access and financial empowerment program plan is subject to the CFE Fund's approval.

The Grantee and Y.O.U. will provide SYEP participants with access to solely-owned bank and credit union accounts that meet the CFE Fund's Summer Jobs Connect Youth Account Priorities (Exhibit F – "Summer Jobs Connect Youth Account Priorities: Sole Ownership Accounts for Minors").

2. Evaluation

The Grantee and Y.O.U. must identify, track, and report on financial empowerment programming funded by the CFE Fund. The Grantee and its vendors will also document progress towards the outcomes as structured in Exhibit E – Reporting.

3. Learning Community

The Grantee and Y.O.U. will attend the CFE Fund's Summer Jobs Connect Convening in fall 2022. The Grantee and a designated 2023 program vendor will attend at least one program convening during 2023. The setting of Summer Jobs Connect convenings will be determined by public health guidance. The Grantee and Y.O.U. will also attend virtual learning community events throughout the grant term.

The Grantee and Y.O.U. will respond to requests from CFE Fund to share best practices with other CFE Fund grantees. The CFE Fund reserves the right to hold monthly, one-on-one check-in calls with the Grantee and Y.O.U.

4. Media and Public Relations

The Grantee and Y.O.U. will document the success of the program, focusing on financial empowerment achievements, throughout the year to communicate the progress and impact of

Summer Jobs Connect. 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 and Y.O.U. 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 2022 and 2023. 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 and Y.O.U. will participate in and include the CFE Fund 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.
- **Logos and Collateral Material:** Please add the CFE Fund logos liberally to materials – mockups or drafts of logo usage should be sent to Katie Plat (kplat@cfefund.org) for approval.

Grant Budget

The CFE Fund will provide \$70,000 to support the Grantee’s efforts to integrate financial empowerment and banking access into the 2022 City of Cleveland’s summer youth employment program. The Grantee will work with a designated 2023 Cleveland summer youth employment program vendor to implement financial empowerment and banking access programming. The Grantee will utilize the first grant installment of \$20,000 according to the budget below.

 Cities for FINANCIAL EMPOWERMENT Fund	SUMMER JOBS CONNECT	
	<i>***please complete all sections highlighted in yellow**</i>	

City Name:	Cleveland/Youth Opportunities Unlimited
Budget Year:	2022
Amount Budgeted:	\$20,000
Budget Line	Amount
Staff salaries	\$20,000.00
TOTAL PROPOSAL	\$20,000.00

The Grantee will propose a separate budget for the remaining funds in the interim grant report. The proposed budget is subject to the CFE Fund’s approval.

2022 Banking Access and Financial Empowerment

The Grantee and Y.O.U. will employ the Summer Jobs Connect Logic Model to plan and implement financial empowerment programming in the 2022 City of Cleveland’s summer youth employment program.

SUMMER JOBS CONNECT: LOGIC MODEL

PLANNING PHASE <i>Designing a program integration and building required Infrastructure.</i>			IMPLEMENTATION PHASE <i>Operating your banking integration at scale.</i>		
Inputs	Planning Activities	Planning Outputs or Implementation Inputs	Implementation Activities	Outputs	Outcomes
A paid Summer Youth Employment Program	Confirm the program population is substantially unbanked	A plan for integrating banking access	Provide program staff with financial empowerment training	High % of program staff are trained on financial empowerment	Youth understand the benefits of banking and direct deposit
A program team committed to financial empowerment and banking access	Identify the program touchpoints, brainstorm how they can be utilized for financial empowerment efforts	Training plans and materials for program staff and participants	Educate participants on the benefits of banking: • Build into application & enrollment processes • Build into orientation curriculum	High % of participants have received training on the benefits of banking	Youth intend to continue using their accounts
The ability to pay participants via direct deposit	Examine the program payroll process and identify opportunities for direct deposit registration	Committed financial institution partner(s) offering accounts that meet the SJC Youth Account Priorities	• Train financial empowerment trainers • Offer online resources	High % of participants have opened youth friendly transactional accounts	Financial empowerment and banking access are embedded in program structure
Eight to twelve months for program design, building partnerships, and training staff	Build relationships with local financial institutions and negotiate accounts that meet the SJC Youth Account Priorities	Outreach materials produced and ready for distribution	Help unbanked participants open appropriate accounts: • Invite financial institutions to program touchpoints • Program staff facilitate account opening process	Low % of participants report difficulties with opening accounts and registering for direct deposit	Program partners commit to building integrations in future program years
	Identify implementation partnerships and determine partner roles	A clear process for direct deposit registration	Enroll participants in direct deposit: • Youth provide account information to program staff • Youth have access to a self-registration portal • Financial institutions provide account information to payroll	High % of participants register for direct deposit	
	Develop a plan for communicating new financial empowerment opportunities to participants	A data collection plan in place (data sharing, measuring outcomes)	Distribute safer/cost-efficient pay cards		
	Examine pay card terms, consider re-negotiating terms/fees	Improved pay card terms as an alternative to direct deposit			

The Grantee will propose a separate banking access and financial empowerment plan for the 2023 City of Cleveland’s summer youth employment program. The 2023 banking access and financial empowerment program plan is subject to the CFE Fund’s approval

Reporting

The CFE Fund will assign two grant reports to track progress towards grant objectives and understand financial empowerment challenges and accomplishments. The Grantee is responsible for submitting grant 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>

Interim Grant Report

The interim grant report will document progress towards 2022 grant objectives, including performance, operations, and partnerships. In addition, the Grantee will submit a financial empowerment proposal, including a project budget, for the 2023 SYEP program. The Grantee’s and proposal is subject to the CFE Fund’s approval. The interim grant report is due September 7th, 2022.

Final Grant Report

The final grant report will track progress towards 2023 grant objectives and document local Summer Jobs Connect accomplishments, challenges, and lessons learned. The final grant report is due September 7th, 2023.

Financial Reporting

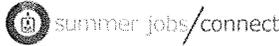
The CFE Fund will require financial documentation in the interim and final grant reports that demonstrates expenses paid through this grant correspond with the Grant Budget in Exhibit C.

Quantitative Reporting

The Grantee and will track and report the following outcomes for all youth enrolled in the City of Cleveland’s summer youth employment program during 2022 SYEP and 2023 SYEP:

Summer Jobs Connect Outcomes		2022 Actual	Estimated pre-SJE totals
Program model	How many youth participated in SYEP throughout the city?		
	How many youth were 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 did the city determine banking status for? <i>(Whether participants had an account prior to programming)</i>		
	How many youth identified as unbanked at the beginning of the program?		
	How many youth had the opportunity to open a bank or credit union account through the program?		
Direct Deposit	How many youth actually opened accounts through the program?		
	How many youth had the opportunity to direct deposit their SYEP paychecks into a bank/credit union account?		
	How many youth actually received their pay via direct deposit?		
	How many youth chose to split their SYEP paychecks into a savings and transactional (checking) account?		

Summer Jobs Connect Youth Account Priorities: Sole Ownership Accounts for Minors



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 product 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 NCUSIF
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 Considerations (e.g. preferred)	
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 for 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.cfe fund.org

Notices

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Citi Foundation Marketing Guidelines

(to be attached)

Exhibit H

1 Organizational Capacity

1.1*

How many years has your organization been implementing the current iteration of SYEP?

39

1.2*

How many full-time staff work on the program? Part-time?

Full Time – Core

Director Work Experience	1
Manager, SYEP	1
Community Partner Coordinator	1
Sr Data Specialist	1
Data Specialist	1
Facilities Specialist	1
Manager, Office Operations	1
Assistant Controller	1
Accounting Specialist & Payroll	1
Accounting Specialist	1
Sr. Work Experience Specialist	1
Director Evaluation and Learning	1
Director of HR & Talent Management	1
HR Specialist/Recruiters	1
HR Recruiter	1
Job Coach Coordinator	1
Chief Program Officer	1
Lead Compliance Specialist	1
Director, Compliance	1
Sr Case Managers	2
Employer Relations & Business Services	3
Sr. Training Specialist	1
Customer Experience Specialist	1
Customer Service Rep	1
Records Assistant	1
Case Managers	8
VP Development & Communications	1
Communications Specialist	1
Case Management Data Entry	1

Seasonal Staff – Full Time

Job Coaches	35-40
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Program Assistants	3
File Clerk	1
Third Level Reviews/Compliance	3

1.3*

Which program staff member(s) would serve as the liaison for this grant?

- What is his/her title and job function? Please highlight responsibilities related to this workforce program.

Eric Dillenbeck - Director of Work Experience Program – oversees all of Y.O.U.’s Work Experience programs to ensure quality programming is provided to youth and young adults. Looking at our banking practices from a global perspective to ensure all participants across our programs would benefit from new banking relationships.

Jamie Perryman – Senior Work Experience Specialist – processes youth payroll and has the most direct connection to our banking partners as it relates to paying youth and setting up any needed PayCard accounts.

Cassidy McMahan – Senior Case Manager – responsible for working with our Case Management team to provide financial literacy training to the young people involved in our summer program.

1.3a*

sent those to you separately

1.4*

Do you intend to partner with another organization on this project? (e.g. Bank On Coalition, a nonprofit financial empowerment organization, etc.)

No

- If so, please identify the organization, its mission, and the relevant contact from that organization.
- How do you anticipate program responsibilities would be divided among all partnering organizations?

1.4a

Please attach a letter of support from the partnering organization(s), if applicable.

2 Program Structure

2.1*

Does your agency directly administer program services, or does it contract direct services to non-profit organizations?

We directly administer program services.

DS - 2.2*

Are all participants paid through a centralized payroll system? If not, please explain.

Yes. We use Ceridian Dayforce.

DS - 2.3*

For each of the last three years, how many participants has the program served annually?

2021: 1,098

2020: 839

2019:1,148

DS - 2.4*

Describe any payments made to program participants. Please include the payment options available to youth (i.e. paper check, direct deposit) and the number of payments made throughout the summer.

Youth involved in all Y.O.U. Summer Youth Employment programs are paid through our Ceridian Dayforce system. Every participant is paid via direct deposit; we do not issue paper checks for participants who are paid wages. All work experience participants have two options:

- Provide Y.O.U. staff with appropriate banking information for their own non-custodial accounts. Y.O.U. requires a printout or PDF of the direct deposit information provided by the bank to eliminate handwriting errors.
- If participants do not have a non-custodial account, the Y.O.U. team sets up a Skylight paycard that is used to facilitate direct deposit of all youth wages. Y.O.U. provides paycard instructions on where to withdraw their funds without having to pay fees.

There is normally 4 pay periods processed during the 6-week work experience:

- 1st – 1 week
- 2nd – 2 weeks
- 3rd – 2 weeks
- 4th – 1 week

Additional pays are processed if there are any payroll problems reported.

The youth in our internship programs are paid through a stipend process instead of wages. For this reason, we are not able to use our Ceridian Dayforce timekeeping system. Instead, these youth are paid with physical checks.

3 Banking Access Interest

3.1*

Explain your program's interest in connecting SYEP participants with safe banking products and integrating direct deposit into your program. How is banking access relevant to the mission of your organization?

According to the FDIC, households headed by individuals ages 15 to 24 are almost twice as likely to be unbanked than the national average, and only one in five youth, ages 15 to 17, living at home have a bank account of their own. A critical component of youth financial capability is having access to bank accounts and direct deposit.

Y.O.U.'s mission is to prepare teens and young adults to become economically self-sufficient contributors to Northeast Ohio's educated, skilled, and inclusive workforce. Financial literacy is a key pillar in eliminating systematic economic injustice for our youth. Y.O.U. believes having financial knowledge will result in positive financial outcomes, including higher savings rates and better money management skills, key components to building generational wealth.

3.2*

Describe your program's population, including their demographics (age, gender, ethnicity).

This data is for summer 2021.

Age

14: 144
15: 250
16: 330
17: 237
18: 122

Gender

Female: 50.7%
Male: 48.6%
Non-binary 0.5%
Self-describe: 0.2%

Race

Black/African American: 87.1%
White: 4.6%
Other: 3.7%
2 or more races: 3.4%
Asian: 0.7%
American Indian: 0.3%
Hawaiian Islander or Other Pacific Islander: 0.1%

Ethnicity

Hispanic/Latino: 7.2%

3.3*

What percent of program participants are likely to be unbanked or underbanked? Please explain how you estimate that percentage.

(You may consider the percentage of people who do NOT receive pay by direct deposit as a proxy for this calculation.)

In summer 2021, 12% of our SYEP participants were able to utilize their own bank accounts. More participants presented banking information, but it was not in the proper format required to be accepted. Y.O.U. does require direct deposit information to be printed information from the bank because of difficulties that arose from accepting handwritten submissions with poor handwriting or incorrect banking information.

The remaining youth were paid via direct deposit onto Skylight paycards that are set up by Y.O.U. staff.

3.4*

Describe any previous efforts to integrate banking access into your program, including which financial institutions and other partners participated in those efforts.

Several years ago we partnered with Huntington and First National Bank to open accounts for all SYEP participants. As part of the program, Y.O.U. agreed to cover banking fees charged to the youth. After paying more than \$70,000 in fees, we made the decision to end the program. In addition, the bank was deducting fees from youth accounts that sat inactive.

4 Integration Plan

4.1*

In anticipation of planning to incorporate each of the three components of a banking integration (education, account opening, and direct deposit), what about your workforce program is likely to play key roles for success? Please consider what components of the program delivery and payment is centralized and/or controlled by your entity.

Y.O.U.'s SYEP has many supports throughout the year that will promote the success of stronger banking integration.

Program sign up = From the start, Y.O.U. staff are building relationships with the parents/guardians of our future participants. We have time during our eligibility/intake appointments when parents/guardians can learn about our partner banks and the services they will provide to the youth enrolled in our program. Through our data system, we can track from the application stage who already has a noncustodial account and who doesn't, enabling our team to target communication about any banking relationships developed to target audiences.

Financial literacy = During the orientation sessions for SYEP, every participant is required to take part in a financial literacy workshop. During this time, Y.O.U. staff lead content to help young people understand taxes, the importance of saving, financial goal setting, and the value of having a banking relationship. In addition, all youth are assigned a case manager. In the year after the SYEP, the case management team hosts engagement events for youth. At least one of these sessions is about financial literacy, and we invite our banking partners to lead the conversations.

In past years, we had banking institutions present at the orientation sessions to help participants create an account. In this scenario the bank would then communicate the necessary direct deposit information with the Y.O.U. admin staff responsible for setting up our payroll system for the youth. A program like this could easily be reestablished with new banking partners.

Payment = Y.O.U. has been using an online timekeeping and payroll system for four summers. Our infrastructure is set up to easily accommodate direct deposits into participant accounts.

5 Financial Institution Partnerships

5.1*

Will your municipality require a public procurement process to secure financial institution partners?

No.

5.2*

Does your program have any existing relationships with local financial institutions? If so, please provide additional information.

We have relationships with several financial institutions. All provide program funding and many volunteer with our Jobs for Ohio's Graduates and young adult programs. They also deliver financial literacy education to the youth. Our partners are as follows:

- Citizen's Bank
- Huntington Bank
- First Federal Lakewood
- KeyBank
- PNC
- Bank of America

- Third Federal
- First National Bank
- Dollar Bank
- U.S. Bank

6 Data Collection Capacity

6.1*

How many individuals do you estimate would be served at each of the Three Steps of Banking Access? Please clarify if all participants would be exposed to the various Steps of Banking, or if there would be a "funnel" at each step.

Y.O.U. is in the process of writing grants for both City and County contracts, so we don't have solid numbers for SYEP 2022. However, over the past three years Y.O.U. has served between 800 and 1,100 participants each year.

In order to reach these numbers, we engage a much higher number of participants in the early phases of the program. Selection for program participation is usually done at a 3:1 ratio. For every three people selected for an intake/eligibility appointment, one will complete and move on to orientation.

Education about any recommended banking partners and the services they provide would be presented to anywhere from 3,000-4,000 youth and their families during the intake/eligibility appointments.

Direct financial literacy education with youth would be provided to all youth who attend orientation. Y.O.U. has the capability to work with banking partners to be present to help youth open new accounts if needed. In 2021, only 12% of youth had non-custodial accounts; roughly 1,000 youth could be in need of banking access.

Every youth who works for Y.O.U. is paid via direct deposit, so we are more than ready to easily facilitate the usage of the bank account.

7.1. Budget narrative

The entire budget would be used for staff salaries to implement the program:

- Senior Case Manager (20%) to deliver financial literacy training to seasonal job coaches and youth participants throughout the year
- Director of Work Experience (10%) to manage the implementation of the program
- Senior Work Experience Specialist (10%) to work individually with youth to set up direct deposit accounts
- Seasonal job coaches (15%) to deliver financial literacy training to youth participants during the summer
- Senior Manager of Corporate & Foundation Relations (5%) to serve as a liaison between our banking partners and the SYEP team