



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
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WWW.DETROITMI.GOV

April 19, 2022

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the Financial Empowerment Center Estate Planning Pilot Grant

The Cities for Financial Empowerment Fund, Inc. has awarded the City of Detroit Department of Neighborhoods with the Financial Empowerment Center Estate Planning Pilot Grant for a total of \$30,000.00. There is no match requirement. The total project cost is \$30,000.00.

The objective of the grant is to provide funding and technical assistance to incorporate estate planning into the Financial Empowerment Center (FEC) model. The funding allotted to the department will be utilized to pilot a new work set of counselor services, milestones, and client achievements.

If approval is granted to accept and appropriate this funding, the appropriation number is 21101.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,
DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Steven Watson
42C91AA10FE84AD...

Office of Budget
DocuSigned by:
[Signature]
3925B7659A3D409...

Agreement Approved as to Form
By the Law Department

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Department of Neighborhoods is requesting authorization to accept a grant from the Cities for Financial Empowerment Fund, Inc., in the amount of \$30,000.00, to provide funding and technical assistance to incorporate estate planning into the Financial Empowerment Center (FEC) model; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21101, in the amount of \$30,000.00, for the Financial Empowerment Center Estate Planning Pilot Grant.



GRANT AGREEMENT

This Grant Agreement (the “Agreement”), dated as of December 1, 2021 (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 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 Detroit** (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 was a recipient of a CFE Fund grant to implement, in partnership with Wayne County, a Financial Empowerment Center (“FEC”), and the Grantee continues to operate their FEC.

WHEREAS, the Grantee has agreed to use the **FEC Estate Planning Pilot Grant** funds provided by this Agreement (the “Grants”) to support the Purposes by managing the implementation and operation of the activities set forth in Exhibit A (the “Scope of Work”) and Exhibit C (the “Model”) (Exhibits A and B collectively, the “Program”).

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

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

1. **Grants.**

The CFE Fund pledges and agrees to provide the Grantee a grant in the form of cash or in the amount of \$30,000 [THIRTY THOUSAND DOLLARS] (the “FEC Estate Planning Pilot Grant”). 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 Program and in accordance with the specific allocations identified in the budgets included in Exhibit C (the “Grant Budget”). The Grantee must obtain the prior written consent of the CFE Fund before using the Grant for goods or services outside either scope of work; the failure to comply with this provision may invalidate any obligation of the CFE Fund to pay any invoices for such goods or services and constitute breach of this Agreement.

3. Term.

- (a) The Grant term will begin as of the Effective Date and end no later than July 31, 2022 (the “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, without limitation, by the Grantee’s administration of any Vendor Contract (as defined below).
- (c) If the Agreement is terminated by either 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 “Vendor”) 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 “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.
- (c) Notwithstanding the above, Grantee shall notify CFE Fund in a 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 receipt of a countersigned copy of this Agreement.
- (b) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
 - (i) Timely receipt of all Grantee reports as detailed in the Scope of Work.
 - (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.
 - (iii) 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.
- (c) Grant Payout Schedule:
 - (i) 100% of the FEC Estate Planning Pilot Grant funds (\$30,000) will be paid upon full execution of this Agreement.

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 the Grantee and the Vendor(s).
- (b) Services provided by the Grantee to clients beyond the Grant Term shall not be within the Scope of Work under this Agreement and shall not be included in the Grant.

- (c) The CFE Fund can make payment 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.
- Colleen Doctor
Supervisory Accountant, Office of Departmental Financial Services
Grants Accounting Division, City of Detroit
(313) 628-0272 (office)
(313) 269-3942 (mobile)
doctorc@detroitmi.gov
- b. For payment by check: The CFE Fund will issue a check to the Grantee at the address provided:
- _____
- _____
- _____
- _____
- (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.

Initial Here for
Electronic Payment and to
Authorize Staff Member

☐

Initial Here for
Payment by Check

☐

7. Covenants.

During the term of this Grant, the Grantee is expected to adhere to the terms and conditions below and outlined in the Exhibit A (the "Scope of Work"). Failure to adhere to these conditions will constitute an act of default and result in the Grantee's obligation to 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 and the Grantee Proposal.

The Grantee will oversee and direct the work of all partner organizations with respect to the Scope of Work and the Grantee Proposal, including its nonprofit, referral, integration and training partners and Vendor(s). In particular, the Grantee will monitor and manage any Vendor(s) to ensure proper implementation in conformance with the Scope of Work and will serve as the main point of contact with the Vendor. The Grantee and its Vendor(s), if any, will draft and sign an agreement that will memorialize this understanding and submit a timely, written copy of such sub-agreement to CFE Fund.

- (b) Adhere to the uses of the Grant detailed in the Request for Proposal.
 - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to the Request for Proposal and 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) The Grantee will provide immediate written notification to the CFE Fund if significant changes or events occur during the Grant Term which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in the Grantee's or any Vendor(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 or any Vendor(s)' budget. The CFE Fund, in its sole and absolute discretion, will determine if requests for budget modifications are warranted.
- (c) To the extent that any Vendor is a tax-exempt entity, to confirm the tax-exempt status of such Vendor at the time of each payment, and ensure that that each such Vendor is maintaining all authorizations, filings, exemptions, insurance, etc. required of a Vendor to perform its duties within and outside this Agreement.

The Grantee also agrees to provide immediately any correspondence from the Internal Revenue Service or other related agencies regarding the above.

- (d) Cooperate in the monitoring, evaluation, and reporting of work, as detailed in the Scope of Work and as set forth in Exhibit E ("Reporting").
- (e) Adhere to the CFE Fund financial compliance stipulations.
 - (i) The Grantee will maintain financial records to clearly account 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 and Bloomberg Family Foundation (“Foundation”) 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 Grant Term, the Grantee must maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of the CFE Fund Grant funds.
- (f) Adhere to the CFE Fund’s marketing and communications guidelines.
 - (i) The Grantee agrees to adhere to the marketing and communication guidelines of the CFE Fund as set forth in Exhibit B (as it may be amended, modified, supplemented or otherwise revised), and any Grant-relevant CFE Fund partners, including the Foundation, as provided by the CFE Fund and as applicable.
 - (ii) 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 and its Vendor(s), if any, 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.
- (g) Adhere to the following prohibitions on the use of the Grant.

Under no circumstances will the Grantee 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 Request for Proposal 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 release any Vendors and sub-Vendors of the Grantees, 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 sub-Vendors, or because of any negligence or fault of the CFE Fund, its officers, directors or trustees, employees, agents, representatives, Vendors or sub-Vendors. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (b) The Grantees shall ensure that all Vendors and sub-Vendors indemnify and hold harmless the CFE Fund, including its staff, and its officers, directors or trustees, employees and agents from such claims. Nothing in this paragraph should be construed as waiving any immunities the Grantee may have from such claims. 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, vendors and sub-vendors are covered under all insurance policies necessary to effectuate the provisions of this Section.

10. 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 or subject to disclosure by law.

11. 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 Grantee to materials developed by the CFE Fund. The Grantee may use the CFE Fund's intellectual property (i) for internal planning processes; (ii) in furtherance of the Scope of Work; and (iii) if 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 agrees 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. The Grantee agrees 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 either Grantee.

12. 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 or under any Vendor Contract, either in whole or in part, without the prior written consent of the CFE Fund.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Arbitration.

ANY CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED IN THE CITY OF NEW YORK, OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES, BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY AWARD RENDERED THEREUNDER SHALL BE FINAL AND BINDING ON ALL PARTIES THERETO.

19. Service of Process.

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 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. 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.

21. 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.

22. 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.

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 DETROIT,
a Michigan municipal corporation

By: _____
Name: Raymond Solomon
Title: Director, Department of Neighborhoods,
City of Detroit

Date: _____

Exhibit A**Scope of Work – FEC Estate Planning Pilot Grant**

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

As part of the FEC Estate Planning Pilot Grant, the CFE Fund will be providing the City of Detroit with technical assistance, including staff time, and a \$30,000 grant to incorporate estate planning into the FEC model by piloting a new work set of counselor services, milestones, and client achievements.

I. The Grantee will be responsible for the following:

- Designate the necessary staff members to manage and support the pilot efforts, and be engaged throughout the design and implementation process.
 - Ensure that the designated staff members are actively working independently and collaboratively with the CFE Fund in furtherance of the design efforts, including engaging the FEC counselors as needed.
- Conduct an estate planning landscape analysis, following the template provided by the CFE Fund, to identify and engage key referrals and stakeholders in the process, understand the local resources available for clients seeking estate planning services and identify the local laws impacting the estate planning approach in the locality
 - Work with the CFE Fund to review findings from the landscape analysis, provide feedback and develop input for the pilot
- Identify and procure local trainings for the FEC counselors based on topics identified in the landscape analysis and topics provided by the CFE Fund
- Develop new partnerships to further the pilot effort (e.g., training, outreach, etc.) with organizations and/or individuals providing estate planning services
- Launch and maintain integration operations for at least 6 months
- Assess the estate planning needs of at least 50% of clients served by the FEC during the implementation period
- Monitor efforts and programmatic data and course correct on an ongoing basis
- Participate in post-implementation information gathering including, but not limited to, client interviews, focus groups, surveys, data analysis and meetings facilitated by the CFE Fund.
- Participate in any Learning Community activities to share findings and best practices with the FEC Public grantee network, as well as the field at large.

The Grantee agrees to adhere to the following marketing and communication guidelines.

- The Grantee and any Vendor(s) may not publicly announce the receipt of this Grant or its details until the CFE Fund has made its official announcement or has otherwise given permission in writing
- Prior written approval of the CFE Fund is required before the Grantee or any employees or agents make any statement to the press, make a public announcement or issue any

material for publication through any medium of communication bearing on the Grant, work performed or data collected under this Agreement.

- The CFE Fund will provide specific communication protocols, including the guidelines in Exhibit F (the “Financial Empowerment Center Branding Assets”). Grantee also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.

As part of the grant, the CFE Fund team will provide technical assistance to the Grantee on a regular basis. The CFE Fund will:

- Train FEC counselors on national topics relevant to estate planning and delivery methods;
- Add features to the FEC database;
- Coordinate regular learning community engagements to advance program design and implementation;
- Provide guidance on outreach, messaging, data collection and partnership development;
- Collect, analyze, and share client feedback on pilot services
- Support grantee efforts through check-in calls and be available via email.

II. FECBOT Database and Experian Connectivity

1. For the term of the Grant, Grantee will use the CFE Fund’s FEC database, FECBOT (Financial Empowerment Center Boost Outcomes Tool). Grantee must obtain prior written approval from the CFE Fund to grant a User license and access the FECBOT Database. The CFE Fund will provide licenses for FEC program-essential personnel, such as the Financial Counselors, the Program Manager, and the Local Government Manager. However, all non-essential users are subject to licensing fees and reasonably related management costs
2. Grantee will ensure that the Financial Counseling Provider maintains rigorous client confidentiality when using FECBOT and Experian, and follows data collection protocols to ensure client confidentiality:
 - a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports.
 - b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, City and Counseling Provider Managers and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Grantee’s other office locations. Any staff member who is authorized to access FECBOT will be required to sign the FECBOT User Agreement (see Exhibit H – Sample FECBOT User Agreement) and provide a copy to the CFE Fund’s FECBOT Administrator.
 - c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
 - d. Ensure each client understands and signs a Client Waiver form approved by the CFE Fund. Grantee must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.

- e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Grantee client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
- f. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
- g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
- h. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

III. License

- 1. Subject to compliance with all terms and conditions of this Agreement, CFE Fund hereby provides Grantee a non-exclusive and non-transferrable license to all City of Detroit data stored in the FECBOT database during the Term of this Agreement. The Grantee may only use this data for City of Detroit Financial Empowerment Center program purposes, as permitted in Exhibit H (the "Sample FECBOT User Agreement"), and in accordance with instructions from the CFE Fund.
- 2. Grantee acknowledges that CFE Fund owns all right, title, and interest in FECBOT, including all intellectual property rights and FECBOT data. Grantee further acknowledges that the CFE Fund has dedicated substantial resources to build, administer, and manage the FECBOT database and it is the sole intellectual property of the CFE Fund. If Grantee violates the terms of this Agreement, including not effectively administering the terms and conditions in the FECBOT User Agreement, the CFE Fund may, in its discretion, provide Grantee a reasonable opportunity to cure or remedy the violation. Absent acceptable cure, the CFE Fund may terminate this License with reasonable notice to Grantee.

IV. Intellectual Property

- 1. Grantee, and the Financial Counseling Provider, recognizes that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund to the Grantee, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
- 2. Grantee, and its Financial Counseling Provider(s) if applicable, will not use, transmit, display or publish or otherwise license such materials without the CFE Fund's prior written consent.

Financial Empowerment Center Model **(the “Model”)**

Please note that this provides a broad overview of the model. During the course of engagement, the CFE Fund team will be providing further details on all components of the model.

Model:

- One-on-one financial counseling from trained professionals
- Offered by local government, often as delivered through nonprofit organization partners, as a free public service
- Data systematically tracked, including defined client outcomes
- Counseling connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly-funded service

Operations:

- Program implementation and management is led and overseen by the local government
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in four primary areas: banking, savings, debt, and credit
- Client retention, critical to outcome achievement, is prioritized
- All counselors must take and pass a CFE Fund-approved training (based on CFE Fund standards)

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of banking, savings, debt, and credit. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client’s financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the

process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves in order to further counselors' professional development and understanding of new issues facing those with low incomes.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial counseling and coaching into local government and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners play a key role in both the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while

also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts. FEC initiative Grantees will be required to use FECBOT throughout the grant period and participate in all national data collection, tracking, and evaluation activities. Grantees have access to all local data collected and are able to create customized reports.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation.

Exhibit C**Grant Budget**

The CFE Fund will provide a \$30,000 grant to support the City of Detroit. Grant funds may be used for these approved uses: staff commitments, managing administrative needs, hiring a consultant, or other activities relevant to the integration of estate planning into the FEC model, in line with the following budget.

City of Detroit	
Staff Commitments (to Wayne Metropolitan Community Action Agency and Matrix Human Services)	\$30,000
Administration	
Consultant(s)	
TOTAL BUDGET	\$30,000

Reporting

The Grantee will be responsible for the following reports:

- **FEC Estate Planning Pilot Grant Interim Report:** a five-month narrative report, includes an overview of activities to date related to the Scope of Work and next steps (estimated due date: February 28, 2022)
- **FEC Estate Planning Pilot Grant Final Report:** Grantee will be required to submit a final report to outline all activities and will be due on August 15, 2022, along with an accounting of how grant funds were spent. Any unused Grant funds will be returned to the CFE Fund, unless otherwise agreed in writing.

The report should be submitted using the CFE Fund's online grant portal which can be accessed through this link: <https://www.grantinterface.com/Home/Logon?urlkey=CitiesFE>.

Exhibit E

Notices

Cities for Financial Empowerment Fund, Inc.

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Exhibit F

Financial Empowerment Center Branding Assets

(To Be Attached)

Exhibit G

CFE Fund Public Outcome Definitions and Calculations

(To Be Attached)

Sample FECBOT User Agreement**A. General Agreement**

FECBOT, the Financial Empowerment Center Boost Outcomes Tool, is a safe and central database for Financial Empowerment Centers (FECs) to gauge client impact, manage counselor performance, and report on key metrics to a variety of stakeholders. To protect the system, and the privacy and confidential information of FEC clients and staff, you agree to use FECBOT in a productive, ethical, and lawful manner. You acknowledge and agree that FECBOT is provided under license, and not owned by you. You do not acquire any ownership interest in FECBOT, its data, materials or products downloaded or stored on FECBOT. You, as a financial counselor, manager, consultant, data analyst, or other staff member who has been authorized to use the FECBOT system (“User”), agree that you will use FECBOT in accordance with the limited license granted by the Cities for Financial Empowerment Fund, and subject to all terms, conditions, and restrictions, under this Agreement and as instructed by the CFE Fund, and its FECBOT Administrator or an approved agent of the CFE Fund. The CFE Fund shall not be liable for any loss, cost, expense, or other liability arising out of any User use of the Administrative Web Site.

B. Proper Use

Users of FECBOT shall always maintain a professional etiquette when using FECBOT including, but not limited to, communication on the platform, client notes, session notes, and participating in the learning community. Poor language, inappropriate comments, use of profanity, bullying, discriminatory language or conduct and other inappropriate behavior is strictly prohibited.

Platform use and any communications shared or stored throughout the FECBOT system should resemble commonly accepted, professional and respectful business correspondence.

C. Security, Access, and Passwords

You understand that it is your responsibility to maintain a safe and secure environment when accessing, using, or working in FECBOT, and responsible for all local security and access of the FECBOT system.

It is the responsibility of each User to adhere to industry standard IT security guidelines including but not limited to the creation, format, and scheduled changes of passwords. All user names, passcodes, passwords, and information used or stored on the FECBOT System or its network is the property of the CFE Fund. No User may use a username, passcode, password, or method of encryption that has not been issued to that employee or authorized in advance by the FECBOT Administrator.

No User shall share usernames, passcodes, or passwords with any other person except the FECBOT Administrator or their authorized agent. A User shall immediately inform the FECBOT Administrator and the CFE Fund if they know or suspect that any username, passcode, or password has been improperly shared, used, displayed, or compromised and if IT security has been violated in any way.

Users who have not accessed the FECBOT system for a period of **six (6) months** will be subject to suspension or have their license terminated at the discretion of the FECBOT Administrator without notice.

D. Privacy

All content shared by any User on the FECBOT system, except client data and where excluded by a superseding client agreement, exists in the FECBOT public domain. Therefore, Users should have no expectation of privacy whatsoever in any message, file, data, document, community post, conversation, or any other kind or form of information or communication they have transmitted to FECBOT.

The FECBOT Administrator may also store copies of such data and communications from time to time after they are created and may delete such copies from time to time without notice. You agree that such data and communications may also be used for quality and training purposes at the discretion of the FECBOT Administrator and the CFE Fund.

A User may also extract data from the FECBOT system, consistent with their authorization, training, or as otherwise provided by the FECBOT Administrator, so long as the data extracted maintains an industry standard level of encryption to protect data from unauthorized disclosure and cyber threats. Other data may only be extracted and used upon prior written consent from the FECBOT Administrator, the CFE Fund, or an authorized agent thereof.

Furthermore, the counselor, employee, agent or User of FECBOT acknowledges that any information stored in or shared on the FECBOT system shall not be shared via social media, including, but not limited to, Snapchat, Facebook, Twitter, Instagram, LinkedIn, Pinterest, etc. absent the expressed approval in writing of the FECBOT Administrator or the CFE Fund.

E. Cloud System

The CFE Fund maintains a cloud-based data communications network to facilitate all aspects of the FECBOT system. Highly sensitive financial information is stored on the system. Users understand that they may never sign into FECBOT using the password or username of another User of FECBOT. No User shall access, attempt to access, alter, or delete any network document on a computer not authorized by the FECBOT Administrator, CFE Fund, or an authorized agent of the CFE Fund.

All users are required to use industry standard protocols to maintain security from hackers and database intrusion. This includes the limited use of unsecured configurations and 'open access' configurations, which shall include, but not limited to, use of public Wi-Fi locations, hardware and software installations from an unapproved third-party, objectively hazardous internet "click-bait"; and settings that permit unnecessary or unauthorized access to or use of IT systems and networks. Computers and network devices that come with a vendor-supplied, factory-default settings that favor connectivity and data sharing over security shall be subject to evaluation by the FECBOT Administrator, the CFE Fund or an approved agent thereof. FECBOT Users shall not use FECBOT on any public computer, including, but not limited to, library computers, internet cafes, hotel computers, or otherwise.

F. Confidentiality and Proprietary Rights

FECBOT is the intellectual property, including, but not limited to, all files, documents, templates, forms, guidebooks, training material, communications materials, and other trade secrets of the CFE Fund and is an extremely valuable asset. By signing this agreement, you agree not to jeopardize the system with any personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail.

Disclosure of confidential information to anyone outside of any approved FEC provider, the FECBOT Administrator, or a staff member of the CFE Fund is strictly prohibited. A User shall ask the FECBOT Administrator if they are unsure whether to disclose confidential information to particular individuals or how to safeguard the company's proprietary rights.

Use of the CFE Fund name, intellectual property, materials, brand names, logos, taglines, slogans, or other trademarks without written permission from the FECBOT Administrator or an authorized representative of the CFE Fund is strictly prohibited.

G. Remedies

Users who violate any provision of this agreement are subject to all adequate remedies available at law and equity, up to and including termination or revocation of a contract, general and special damages, and other equitable remedies allowed by law.

H. Acknowledgement and Review

I, _____, acknowledge that on _____ I received a copy of this FECBOT User Agreement and that I read it, understood it, and agree to comply with it. I understand that the CFE Fund has the maximum discretion permitted by law to interpret, administer, change, modify, or delete my use of FECBOT at any time without any notice. I understand that neither this agreement nor any other communication by a the CFE Fund, whether oral or written, is intended in any way to create a contract of employment.

[SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Signature

[SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Printed Name

[SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Date