



PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (“the “Agreement”), dated as of March 1, 2019 (the “Effective Date”), is by and between the **Cities for Financial Empowerment Fund, Inc.** (the “CFE Fund”), a Delaware nonprofit corporation qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) with its principal office located at 44 Wall Street, Suite 605, New York, NY 10005 and **The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of the Mayor**, (the “Partner” or “Expert Partner”).

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 desires to engage the Partner to support four Financial Empowerment Center “FEC Public” grantee partners (“FEC Public Grantees”), and the Partner desires to accept such engagement on the terms and conditions set forth hereinafter.

WHEREAS, the Partner has agreed to use the funds provided by this Agreement (the “Stipend”) to manage, implement, and oversee the activities set forth in Exhibit A (the “Scope of Work”).

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

WHEREAS, the CFE Fund and the Partner desire to replace the original partnership agreement, which was adopted by Metropolitan Nashville Ordinance BL2018-1198 (“the 2018 Agreement”), a copy of which is attached as Exhibit B, with this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the CFE Fund and the Partner agree as follows:

1. **Scope of Work and Deliverables.**

The primary purpose of the Partner’s activities, as set forth in Exhibit A (the “Scope of Work”) will be to provide technical assistance to four FEC Public Grantee localities planning for and/or launching the Financial Empowerment Center model as part of an Implementation Phase of their own grant relationship with the CFE Fund.

2. **Term.**

The term of this Agreement shall begin as of the Effective Date and continue until February 28, 2020, renewable thereafter upon an amendment signed and executed by both parties hereto in the same manner as this Agreement.

3. Stipend.

The CFE Fund pledges and agrees to provide the Partner a Stipend in the form of cash or cash equivalents in an amount not to exceed \$20,000 (TWENTY THOUSAND DOLLARS) (the "Agreement Amount"). The Stipend will be paid electronically in U.S. Dollars in accordance with Section 4.

4. Payment of Stipend.

- (a) Partner shall be eligible to receive the full Stipend upon full execution of this Agreement.
- (b) The CFE Fund may increase the Scope of Work 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 Partner.
- (c) Services provided by the Partner beyond the Term shall not be within the Scope of Work under this Agreement and shall not be included in the Stipend.
- (d) Partner acknowledges that the CFE Fund will be making one or more electronic payments, and that Barbara Hagman (Finance Manager, Metro Nashville Department of Finance, barbara.hagman@nashville.gov) is authorized to enter the Partner's appropriate routing and account number into CFE Fund's payment system (bill.com). The first time the Partner uses the system, the Partner's fiscal staff will create an account to enter the Partner's appropriate bank routing and account number. The fiscal staff will ensure that account information in system is accurate.
- (e) After fulfillment of its other obligations under this Agreement, Partner is authorized to apply any remaining funds from the Stipend toward the general operations for the Nashville Financial Empowerment Center program within the period of this Agreement.

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5. Confidentiality.

Subject to the provisions of the Tennessee Public Records Act, the Partner hereby agrees that during the entire term of this Agreement and thereafter the Partner shall not disclose or divulge any Confidential Information (as hereinafter defined), or any part thereof, to any person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of the CFE Fund and the FEC Public Grantees. Upon the request of the CFE Fund, and in any event upon termination of the Agreement, the Partner shall promptly deliver to the CFE Fund all documents or other materials in its possession (and all copies thereof) constituting or containing Confidential Information. Subject to the provisions of the Tennessee Public Records Act, "Confidential Information" means information which the CFE Fund, in its sole

determination, marks as confidential or proprietary including, but not limited to, items, materials, and information concerning the following: data security configuration, source code of software applications, marketing plans or strategies; budgets; designs; promotional strategies; client preferences and policies; creative activities for clients; contact information relating to the CFE Fund's personnel or that of any of its clients; concepts; trade secrets; product plans; financial information and all documentation, reports and data (recorded in any form), and other data, files, and/or other material, both tangible and intangible, in writing and orally imparted that relates to the CFE Fund's business operations.

6. Work Product.

(a) The Partner hereby agrees and acknowledges that all documents and other work products developed or produced by the Partner under this Agreement (the "Work Product") and the copyrights thereto, will remain sole property of the CFE Fund. The CFE Fund may reproduce, publish or otherwise use the work products or any portion thereof, or allow others to reproduce, publish, or otherwise use the work products or any portion thereof, without approval of the Partner. Subject to the provisions of the Tennessee Public Records Act, the Partner may not reproduce, publish or otherwise use the work product.

(b) The Partner represents and warrants that the Work Product:

(i) Shall be wholly original material not published elsewhere;

(ii) Shall not violate any copyright, trademark or other applicable law; and

(iii) Shall not, to the best of the Partner's knowledge, constitute a defamation or invasion of the right of privacy or publicity, or an infringement of any kind, of any rights of any third party.

To the extent that the Work Product incorporates any non-original material or to the extent that the Partner uses any non-original material in performing services under this Agreement, the Partner represents and warrants that it has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the CFE Fund upon execution of this Agreement or upon use of such non-original material.

7. Partner's Performance.

The CFE Fund expects the Partner to perform the Scope of Work in a high quality manner and in accordance with the specifications set by the CFE Fund. If the product does not meet the CFE Fund's standards, the CFE Fund reserves the right to avail itself of all legal and equitable remedies, including, but not limited to, reducing or withholding payment to Partner, terminating the Agreement, and hiring another party to complete the work.

8. Return of Documents.

Upon termination of this Agreement, the Partner shall deliver all records, notes, data, memoranda, models and equipment of any nature that are in the Partner's possession or under the Partner's control and that are the CFE Fund's property or relate to CFE Fund's business, provided that Partner shall be entitled to retain a copy of all records, notes, data, and memoranda for auditing and financial purposes.

9. Benefits.

The CFE Fund is not responsible for any insurance or other fringe benefits, including, but not limited to, social security, worker's compensation, state unemployment, federal and state income tax withholdings, retirement or leave benefits, for the Partner or employees of the Partner. The Partner assumes full responsibility for the provision of all such insurances and fringe benefits for the Partner and all the Partner's employees.

10. W-9 Form / Tax I.D. Number.

The Partner shall provide to the CFE Fund a signed and completed W-9 Form upon the execution of this Agreement. Payment will be made to the entity named on the W-9 Form. The Partner hereby agrees to notify the CFE Fund immediately upon any change of taxpayer information found on the W-9 Form. ***PLEASE NOTE: PAYMENT SHALL NOT BE MADE TO THE PARTNER WITHOUT THE RECEIPT BY THE CFE FUND OF A COMPLETED W-9 FORM.***

11. Termination.

Notwithstanding any of the above, this Agreement may be terminated by either party after thirty (30) days written notice; however, any and all fees due and owing must be paid at the time of termination.

12. Relationship of the Parties.

For purposes of this Agreement, the Partner is not an agent of the CFE Fund and the CFE Fund is not an agent of the Partner. Neither party has the right or authority to bind the other party through its actions or any other Agreements or communications.

13. Right to Audit.

The Partner shall keep (a) accurate documentation in connection with the Scope of Work to be performed herein, and (b) a legible set of books of account in accordance with generally accepted accounting principles. The Partner's documentation and books of account related to this Agreement shall be open for inspection by the CFE Fund or its auditors to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed.

14. Amendment.

This Agreement, or any part hereof, may be amended from time to time only by a written instrument executed by CFE Fund and the Partner.

15. Assignment.

This Agreement may not be assigned by either party without the prior written approval of either party.

16. Nonwaiver.

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

17. Parties Bound.

The terms and provisions of this Agreement shall be binding upon the parties hereto, their legal representatives, successors and assigns.

18. Merger.

This instrument contains the entire Agreement between the parties with respect to the subject matter hereof, superseding and substituting any and all prior oral or written agreements relating to the subject matter hereof, including the "2018 Partnership Agreement", and extinguishes any previous obligations thereto. No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this Agreement, shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing and signed by the parties.

19. Notice.

Any notice under this Agreement shall be in writing and shall be deemed delivered upon receipt of notice at the address hereunder:

Tamara Lindsay
Cities for Financial Empowerment Fund, Inc.
44 Wall Street, Suite 605
New York, NY 10005

Anne Havard
Office of the Mayor, Metropolitan Government of Nashville-Davidson County
1 Public Square
Nashville, TN 37201

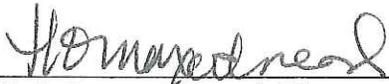
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

CITIES FOR FINANCIAL EMPOWERMENT
FUND, INC.

By: J. M. Mintz
Name: Jonathan Mintz
Title: President and Chief Executive Officer
Date: 05/06/2019

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:



Talia Lomax-O'dneal, Director
Department of Finance

5/8/19

Date

APPROVED AS TO RISK AND INSURANCE:

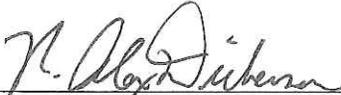


Director of Risk Management Services

5/8/19

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

5/8/19

Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date

Scope of Work

The Expert Partner shall be paired by the CFE Fund with four of its Financial Empowerment Center “FEC Public” grantee partners (“FEC Public Grantees”) in order to provide technical assistance to those FEC Public Grantees. The CFE Fund encourages FEC Public Grantees to utilize the assistance of the Expert Partner within a year of this agreement. The Expert Partner’s four designated FEC Public Grantees are:

- **Roanoke, Virginia**
- **Atlanta, Georgia**
- **Greenville County, South Carolina**
- **Shelby County, Tennessee**

Below is guidance on the Expert Partner’s responsibilities, which are based on supporting Grantees through their Planning phase and the start of their Implementation Phase. The CFE Fund anticipates that Planning Grantees will work with each Expert Partner based on their own local priorities, needs, and timing.

- At least 10 one-hour technical assistance phone calls, scheduled at the discretion of the FEC Expert Partner and the FEC Public Grantees;
- One site visit at the designated FEC Public Grantee based on the FEC Public Grantee’s needs; and
- At the start of the Implementation Phase, hosting FEC Public Grantee’s newly-hired counselors for one day of counseling sessions to observe and shadow.

Examples of Expert Partner Technical Assistance

- Help determine who might be internal and external champions for the program, as well as departments that might be important thought partners during these early stages of internal planning.
- Provide guidance on potential Advisory Group members, as well as the structure, design, and operations of the group.
- Support navigating often complex city budget processes, including sharing their expertise on where embedding FEC funding in the municipal budget has proven successful.
- Engage with local funders, including via telephone, or speak at a ‘funders roundtable’ about their FEC program and how the local funding community engages with their program.

Reporting

The FEC Expert Partner will be responsible for one brief Final Report to the CFE Fund using the CFE Fund’s online grant portal. This report will include details on the technical assistance provided, and a financial overview of how the stipend was spent (estimated due date February 2020).