

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”), dated as of \_\_\_\_\_, 2025 (the “Effective Date”) is by and between the **Cities for Financial Empowerment Fund, Inc.** (the “CFE Fund”), with its principal office located at 44 Wall Street, Suite 1050, New York, 10005, a Delaware non-stock, non-profit corporation 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 Kansas City, Missouri** (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 MOU furthers the exempt purposes of the CFE Fund.

WHEREAS, the Grantee has agreed to use the **CityStart Grant** funds provided by this MOU (the “Grant”) to support the Purposes by managing the implementation and operation of the activities set forth in Exhibit A (the “Request for Proposal & Grantee Proposal”) and Exhibit B (the “Scope of Work”) (Exhibits A and B, collectively the “Program”).

WHEREAS, the CFE Fund and the Grantee desire to enter into this MOU 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 an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). Grant funds will be paid in U.S. Dollars as provided for in the Grant Payout Schedule in Section 5(b).

### 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 Grant budget included in Exhibit C (the “Grant Budget”). The work detailed in the Request for Proposal should be executed in accordance with the Scope of Work. The Grantee must obtain the prior written consent of the CFE Fund before using the Grant for goods or services outside the Scope of Work. The failure to comply with this provision may invalidate any obligation of the CFE Fund to make grant payments and constitutes a breach of this MOU.



### **3. Term.**

- (a) The Grant term (the “Term”) will begin as of the Effective Date and end no later than August 31, 2026. Any unused Grant funds will be returned to the CFE Fund within thirty (30) days after the Term unless otherwise agreed upon by both parties in writing in advance.
- (b) At any time prior to the scheduled termination of August 31, 2026, this MOU may be terminated at any time:
  - (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 MOU 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 MOU, without limitation, by the Grantee’s administration of any Vendor Contract (as defined below).
- (c) If this MOU 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 MOU (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, including appropriate insurance.
- (c) Notwithstanding the above, the Grantee shall notify CFE Fund in a timely, written manner of any Vendors engaged for the purposes of this MOU.



## 5. Conditions of Disbursement of Grant.

- (a) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
  - (i) Receipt by the CFE Fund of a countersigned copy of this MOU, which includes a Scope of Work (Exhibit B) and Grant Budget (Exhibit C).
  - (ii) Timely receipt of all reports as detailed in Exhibit D ("Reporting").
  - (iii) Satisfactory performance of this MOU in accordance with the Scope of Work.
- (b) Grant Payout Schedule:
  - (i) 90% of funds (\$90,000) will be paid upon full execution of this MOU.
  - (ii) Final 10% of funds (\$10,000) will be paid upon the satisfactory submission of final deliverables as defined in the Scope of Work, an accounting of spending of at least the initial 90% of grant funds already disbursed, along with a plan for spending of remainder of grant funds within two months, if not already completely spent. Grantee will be required to provide a final accounting when all funds have been spent. Any unused Grant funds will be returned to the CFE Fund.

## 6. Payment of Grant.

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

- (i) 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.

**MOU Signatory:**

Initial here for  
electronic payment and to  
authorize employee to set  
up bill.com account

**JG**

Steven Robben, Fiscal Officer  
Civil Rights & Equal Opportunity Department  
City of Kansas City  
steven.robben@kcmo.org  
816-513-1851

- (ii) For payment by check: The CFE Fund will issue a check to the Grantee at the address provided:

**MOU Signatory:**

Initial here for  
payment by check





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

## **7. Covenants.**

During the term of this Grant, the Grantee is expected to adhere to the terms and conditions below and outlined in the Scope of Work or as set forth in Exhibit A. 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 MOU agrees to:

- (a) Coordinate the overall implementation of the Program with respect to the Scope of Work and the Grantee Proposal.
- (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 MOU. 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 term of the Grant 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 MOU.

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 D.
- (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 Program. 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 written 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 (3) 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 marketing and communications guidance of the CFE Fund as below, and of any grant-relevant CFE Fund partners, as provided by the CFE Fund and as applicable (guidance may be amended, modified, supplemented or otherwise revised).
  - (i) The Grantee agrees to provide details about all Grant-related marketing and communication materials and events to the CFE Fund thirty (30) days in advance to jointly determine appropriate branding opportunities for the CFE Fund and any relevant CFE Fund partners. Materials include, but are 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 also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.
  - (ii) The Grantee will request permission from the CFE Fund before using or modifying the CityStart logo and related branded materials.
  - (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 and its Vendor(s), if any, may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional funder(s) have made their official announcement or have otherwise given permission in writing.
  - (v) Notwithstanding the foregoing, if the Grantee needs to get approval to accept/receive this Grant and/or this Agreement in a public forum such as a city council, county commission, or board meeting, the Grantee may do so; the Grantee shall make best efforts to notify and coordinate with the CFE Fund in advance of any public forum at which this Grant will be discussed.
  - (vi) Execution of this MOU provides the CFE Fund and its institutional funder(s) the right to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. 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 shall 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 and Scope of Work without express written permission from the CFE Fund.

## **8. 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.



## **9. Confidentiality.**

All reports, information or data furnished to or to be prepared or assembled under this MOU or any Vendor Contract are to be held confidential, unless otherwise herein provided or subject to disclosure by law.

## **10. 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 MOU 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 MOU. The Grantee agrees that for any work product generated by the Grantee during the Grant Term and publicly released by the Grantee, the CFE Fund may reproduce, publish, or otherwise use that work product without any restriction whatsoever, including any requirement for approval from the Grantee. The Grantee agrees that for any work product generated by the Grantee during the Grant Term and not yet publicly released by the Grantee, the CFE Fund may reproduce, publish, or otherwise use that work product with the prior written approval from the Grantee, with such prior written approval not to be unreasonably withheld.

## **11. Non-Assignability.**

The Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this MOU 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.

## **12. Compliance with Laws.**

The 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 MOU. 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 MOU.

## **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. Entire MOU.**

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

#### **15. Binding MOU.**

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

#### **16. Amendment.**

Each party shall consider, but is not obligated to agree to, requests by the other party to amend the terms of this MOU. Amendments to this MOU shall be made only after (i) the party requesting the amendment has provided a written request stating the nature of the amendment, and (ii) the parties have executed a written agreement describing the terms of the amendment.

#### **17. Counterparts.**

This MOU 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 MOU and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have caused this MOU 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

**CITY OF KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Name: Jaime, Guillen  
Title: Director, CREO Department

Approved as to Form:

By: \_\_\_\_\_  
Name: Julian Langenkamp, Associate City Attorney



**Request for Proposal & Grantee Proposal**

(To Be Attached)



## Scope of Work

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

As part of the CityStart Grant, the CFE Fund will provide the Grantee with technical assistance, including staff time, and a \$100,000 grant to fulfill the following expectations and tasks:

- **Designating Senior Government Staff Member Leads:** The Grantee must designate one or two senior staff members to serve as project leads (the “Lead(s)”) and be engaged throughout the Grant Term. The CFE Fund anticipates a three-to-five-hour a week commitment for designated Lead(s), especially during the first few months of the engagement. Lead(s) should be able to regularly update and gain insights from Administration leadership, including the Mayor/County Executive and City/County Manager (if applicable).
  - Lead(s) will be required to attend two in-person convenings at the CFE Fund offices in New York City. The kick-off convening (March 13<sup>th</sup>-14<sup>th</sup>, 2025) and an additional convening in Fall 2025 (date to be determined). For both convenings, travel expenses will be paid for by the CFE Fund. Leads will also be required to participate in other cohort webinars throughout the engagement to support strategy and Blueprint development; join bi-weekly technical assistance phone calls; spearhead decision-making processes with relevant stakeholders; and participate in learning community activities.
- **Convening a CityStart Local Government Working Group:** Identify senior local government leaders to that will form an internal “Working Group” to foster buy-in for the work and support overall financial empowerment efforts, including opportunities to further the financial stability of Black residents. Lead(s) will facilitate these meetings and determine structure/timing.
  - Internal Working Group members can be from various municipal agencies (e.g., transportation, economic development, housing, budget, etc.), the Mayor’s Office / County Executive’s Office, City/County Manager’s office, and/or other local government entities.
- **Coordinating and Facilitating Stakeholder Engagement:** Lead(s) will develop a plan to engage local stakeholders as part of their CityStart process, specifically for the CFE Fund site visit as well as other ongoing information-gathering needs.
  - In preparation for the site visit, Lead(s) will:
    - Hold one-on-one interviews with possible stakeholders to brief them on the CityStart initiative, provide context for the upcoming work, and get stakeholders’ initial ideas for issue areas of interest, opportunities, and potential roundtable attendees
    - Identify stakeholders and invite them to participate in CFE Fund site visit activities at least 4 weeks before the site visit
    - Finalize an agenda for CFE Fund approval that includes the number of roundtables, topic areas, potential attendees, and a meeting with senior leadership
    - Develop a post site visit engagement plan for stakeholders through the Blueprint release



- **Coordinating Story of Wealth:** Working with the CFE Fund, Lead(s) will coordinate efforts to complete their “Story of Wealth”: a landscape analysis that explores local wealth data, local policies and practices, and resident engagement. This includes scheduling, planning, and actively participating in stakeholder engagement sessions during site visits and supporting follow-up work to identify the historical context, additional information and data needed to develop priorities and the Blueprint. The Grantee can work with local consultants to support the Story of Wealth landscape analysis, including issue specialists, researchers who can assist with additional data collection, or facilitators who can coordinate stakeholder engagement efforts, including resident engagement.
- **Drafting and Releasing the Municipal Financial Empowerment Blueprint (the “Blueprint”):** The key deliverable for the CityStart initiative is a publicly released Blueprint outlining how the local government will use financial empowerment strategies to build financial stability for residents, using a wealth equity lens that addresses the systems and practices that have largely extracted wealth from Black residents (and other communities of color).
  - Lead(s) will work with Administration leadership and draw from stakeholder and community input gathered during Story of Wealth process to identify the financial empowerment priorities and actions to be featured in the Blueprint; the Grantee may choose to use CityStart Grant funding to hire a consultant to assist with Blueprint writing or design efforts. The CFE Fund will provide detailed guidance and technical assistance throughout this process.
  - Lead(s) will be required to submit an Executive Summary of the Blueprint and release plan (templates to be provided) to the CFE Fund for approval 4 - 6 weeks before the estimated release date of their Blueprint.
  - Lead(s) will need to develop a release strategy for their Blueprint that:
    - Demonstrates a public commitment to the work outlined in the Blueprint
    - Includes and reengages stakeholders and residents – as part of the initial launch and/or through subsequent events and presentation opportunities (e.g., roundtables, resident town halls, etc.)
    - If appropriate, includes a press release and engages local press; the CFE Fund will need to review all press releases before they are issued.

**Participating in the CFE Fund’s CityStart Learning Community:** The Grantee will participate in learning community activities to highlight best practices and lessons learned. As part of the Grant engagement, the CFE Fund will:

- Lead regular calls and be available via email to support all CityStart efforts;
- Facilitate virtual learning community activities to help the Grantee develop and draft the Blueprint;
- Support and help facilitate stakeholder engagement sessions, working with the partner on any local content, e.g. during site visits;
- Facilitate connections to national experts and consultants to support efforts;
- Participate in meetings or phone calls with senior Administration leadership as needed; and
- Support efforts to write and release the Blueprint, including reviewing drafts.



**Grant Budget**

The CFE Fund will provide \$100,000 to support the Grantee's work. Grant funds may be used for these approved uses: staff commitments, managing administrative needs, hiring a consultant, or other activities relevant to the development of the Blueprint, in line with the Request for Proposal, Scope of Work, and the following budget.

Staff Commitments	\$70,000
Administration	-
Consultant(s)	\$30,000
<b>TOTAL BUDGET</b>	<b>\$100,000</b>



**Reporting**

The CityStart Grant reporting requirements are as follows:

- **Mid-Grant Report:** The Grantee will provide a report on progress made to date (based on a template provided by the CFE Fund), including an overview of stakeholder engagement activities, and current thinking on the Blueprint outline. The Mid-Grant Report is due January 31, 2026, through the CFE Fund's grant portal, accessible at: <https://www.grantinterface.com/Home/Logon?urlkey=CitiesFE>
- **Final Report and Documentation of Grant Expenditures:** The municipal financial empowerment Blueprint will serve as the final deliverable. The Blueprint is due July 31, 2026. A final accounting of how Grant funds were spent is due August 31, 2026. As described in Section 5(b)(ii), the final 10% of the Grant will be paid upon the Grantee providing an accounting of expenditures of at least the initial 90% of grant funds already disbursed, along with a plan for spending of remainder of grant funds within two months, if not already completely spent. The Grantee will be required to provide a final accounting when all funds have been spent. Any unused Grant funds will be returned to the CFE Fund, unless otherwise agreed in writing.