



## GRANT AGREEMENT

This Grant Agreement (the “Agreement”), effective on the date of execution by both parties (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 **Orange County, Florida**, a charter county and political subdivision of the State of Florida, located a 201 South Rosalind Avenue, Orlando, Florida 32802, acting through its Community and Family Services Department (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 **Financial Empowerment Center Implementation Grant** funds provided by this Agreement (the “FEC Implementation Grant” or 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”), Exhibit B (the “Scope of Work”) and Exhibit C (the “Model”) (Exhibits A, B and C 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 Grant and the Program.

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

### 1. Grant.

For purposes of this Grant, Year 1 shall be understood to mean the period following the Effective Date through June 30, 2025 (“Year 1”). This is expected to include an estimated 3-month build phase, estimated to be from April 1, 2024, to June 30, 2024, and the first 12 months of FEC operations, estimated to be from July 1, 2024, to June 30, 2025. Year 2 shall be understood to include the 12-month period immediately following Year 1 (“Year 2”). This is expected to be the second 12 months of FEC operations, estimated to be from July 1, 2025, to June 30, 2026.

The CFE Fund pledges and agrees to provide the Grantee grant funds in the form of cash in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000) for FEC operations during the FEC Implementation Grant Term based on written proof that the Grantee has met the fundraising obligation, equal to the budgeted cost of FEC operations, inclusive of this grant, for at least Year 1; and demonstrated proof of the actual funding in hand or provided commitment letters demonstrating funds secured to the CFE Fund.

The CFE Fund pledges and agrees to provide the Grantee grant funds in the form of cash in the amount of FIFTY THOUSAND DOLLARS (\$50,000) for FEC operations during the FEC Implementation Grant Term, upon the Grantee demonstrating its ability to secure funds equal to the budgeted cost for FEC operations, inclusive of this grant, for Year 2, to be submitted for approval. The Grantee will be expected to raise Year 2 funds within nine months of the launch of the FEC.

## **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 budget included in Exhibit D (the “Grantee Budget”). The work detailed in the Request for Proposal should be executed in accordance with 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 pay any invoices for such goods or services and constitute breach of this Agreement.

## **3. Term.**

- (a) The term of this grant will begin as of the Effective Date and end no later than June 30, 2026 (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 forty-five (45) 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 the fulfillment of the following conditions:
  - (i) Initial \$300,000:
    - a. Receipt by the CFE Fund of a fully executed Agreement and proof of actual funding in hand or commitment letter(s) for the total cost of at least Year 1 of FEC operations as outlined in Exhibit D.
  - (ii) \$50,000 Year 2 funds:
    - a. Satisfactory completion of contract deliverables as defined in the Scope of Work at the end of Year 1, submission of a Year 1 status report through the CFE Fund’s grant interface, proof of actual funding in hand or commitment letter(s) for the updated annual program cost for Year 2 of FEC operations.
- (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) \$300,000 will be available to the Grantee upon receipt by the CFE Fund of a fully executed Agreement, pending Grantee meeting requirements in Section 5(a)(i) of this Agreement. If the Grantee does not want any or part of these funds until a later date, the Grantee can notify the CFE Fund and invoice the CFE Fund when the Grantee would like the CFE Fund to disburse funds.
- (ii) \$40,000 will be paid at the start of Year 2, pending Grantee meeting requirements in Section 5(a)(ii) of this Agreement.
- (iii) \$10,000 will be paid upon the satisfactory submission of final deliverables as defined in the Scope of Work, and documentation of Program expenditures in detailed line-item accounting (including attachments if necessary) of at least the \$340,000 of grant funds already disbursed, along with a plan for spending of remainder of Grant funds within two months, if not already spent. The Grantee will be responsible for providing documentation of the full spending of the \$350,000 Grant in detailed line-item accounting, if not already provided 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 of this Agreement:

- (a) The CFE Fund and Grantee may mutually agree in writing to 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.

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.

Initial Here for  
Electronic Payment and to  
Authorize Staff Member

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Initial Here for  
Payment by Check

Orange County Board of County Commissioners  
Community and Family Services, Fiscal and Operations  
ATTN: Financial Empowerment Center  
2100 E. Michigan Street, 2nd Floor  
Orlando, Florida 32806

(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 (the “Scope of Work”) or as set forth in Exhibit A (the “Request for Proposal and Grantee Proposal”). 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 forty-five (45) days, unless a longer the time period is 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 Program. The Grantee will oversee and direct the work of all partner organizations with respect to the Program, 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 Grantee 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.

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 funders 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. The CFE Fund shall comply with Section 2-3 of the Orange County Code prior to any usage of the Grantee’s official seals or logos.

- (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, Sovereign Immunity, and Liability.**

- (a) The CFE Fund shall indemnify, defend, and hold harmless the Grantee, including Grantee staff, directors, trustees, employees, and agents, from any and all claims, demands, costs, judgments, or liabilities to which Grantee may be subject because of any acts or omissions of the CFE Fund, CFE Fund officers, directors or trustees, employees, agents, representatives, Vendors or sub-Vendors, or because of any negligence or fault of the CFE Fund, CFE Fund officers, directors, trustees, employees, agents, representatives, Vendors or sub-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 CFE Fund staff, directors, trustees, employees, and agents, from any and all claims, demands, costs, judgments, or liabilities to which CFE Fund may be subject because of any acts or omissions of the Grantee, Grantee's employees, or because of any negligence or fault of the Grantee, Grantee's employees or officials, acting within the scope of their employment. Grantee's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes. In addition, the Grantee shall ensure that all Vendors and sub-Vendors indemnify and hold harmless the CFE Fund, including CFE Fund staff, officers, directors, trustees, employees, and agents 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.
- (d) Nothing in this Agreement shall constitute a waiver of the Grantee's sovereign immunity or protections under Section 768.28, Florida Statutes. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the Grantee be liable to CFE Fund under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the Grantee related to this Agreement and are not confined to tort liability.



**10. Non-Impairment of Charitable Status.**

The Grantee covenants and agrees that it shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund's exempt status under the Internal Revenue Code, or which could hinder the CFE Fund's ability to fulfill its charitable mission.

**11. Confidentiality.**

All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided or subject to disclosure by Florida or federal law including, but not limited to, Florida's public records laws codified in Chapter 119, Florida Statutes, and the federal Uniform Guidance contained in 2 CFR Part 200. The Grantee shall provide written notice to the CFE Fund within three (3) business days of receipt by the Grantee of any request for public records relating to this Agreement pursuant to the Chapter 119, Florida Statutes or the federal Uniform Guidance contained in 2 CFR Part 200, including a copy of the relevant records request. Such notice to the CFE Fund shall precede any response by the Grantee to such request by at least seven (7) business days.

**12. Intellectual Property.**

All ownership, title, interest, and intellectual property rights of documents, templates, and other materials provided by the CFE Fund shall remain solely the CFE Fund's. Nothing in this section or agreement is intended to, and shall not be construed to, transfer any property rights or any intellectual property rights to 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 the 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 or under any Vendor Contract, 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.**

[INTENTIONALLY OMITTED]

**19. Submission to Jurisdiction; Service of Process.**

[INTENTIONALLY OMITTED]

**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 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.

**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 F ("Notices") or (b) at such other address as may be designated by written notice to the other party.

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

**CITIES FOR FINANCIAL EMPOWERMENT FUND, INC.**

By: \_\_\_\_\_  
Name: Jonathan Mintz  
Title: President and Chief Executive Officer  
Date: 08/26/2024

**ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners**

By: \_\_\_\_\_  
Name: Jerry L. Demings  
Title: Orange County Mayor  
Date: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Printed Name:

Date: \_\_\_\_\_

**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.*

- I. As part of the Financial Empowerment Center Implementation Grant, the Grantee will:
1. **Implement the FEC initiative in accordance with the model requirements (Exhibit C) provided by the CFE Fund, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on a set of training standards, data collection, and active partnership with the selected financial counseling provider(s) to manage the work. This financial counseling provider role either must be a nonprofit organization or a local government agency. The selected financial counseling provider(s) is hereafter referred to as the “Financial Counseling Provider”.**
    - a. Meet benchmarks in Year 1 and Year 2 on average number of sessions per full-time counselor (as defined in Exhibit C) and average number of outcomes per full-time counselor (as defined in Exhibit H - CFE Fund Public Outcome Definitions and Calculations):  
At a minimum, conduct an average of **480 sessions** per full-time counselor in Year 1 and an average of between **600-700 sessions** per full-time counselor in Year 2.  
Achieve an average of **100-150 outcomes** per full-time counselor in Year 1, and an average of **200-250 outcomes** per full-time counselor in Year 2.
  2. **Identify a manager from the City/County (the “Local Government Manager”) who will monitor all FEC activities, including the following:**
    - a. Serve as the contact person between the Grantee and the CFE Fund for all program management activities with the expectation that the Local Government Manager will devote the necessary time to the FEC initiatives as needed, along with other required job functions if applicable.
    - b. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.
    - c. Monitor the work of the Financial Counseling Provider(s), including but not limited to service delivery, counselor training and Code of Ethics adherence, reporting and progress towards target goals (number of sessions and outcomes).
    - d. Coordinate all partnership development efforts to ensure FEC counselors are deployed effectively, including working closely with the Financial Counseling Provider(s) to identify, develop and maintain such partnerships, conduct outreach to initiate partnerships, and monitor progress.
    - e. Participate in regular calls with the CFE Fund to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
    - f. Track progress and service delivery through the Financial Empowerment Center Boost Outcomes Tool database (“FECBOT”) for at least the Grant Term.
    - g. Participate in all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, any continuing education sessions, and CFE-Fund hosted

trainings.

- h. Participate in all learning community activities, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
  - i) Attendance at national gatherings hosted by the CFE Fund.
  - ii) Participation in ad-hoc webinars or conference calls with other grantees and partners.
  - iii) Involvement in written communications about the work, which could include features on the CFE Fund website, newsletter, or written briefs.
- i. Coordinate fundraising and sustainability efforts, including identifying public and private funds for Year 2 to sustain the FEC, as well as exploring opportunities to further embed the work within the government.
  - i) Grantee will submit a Year 2 match funding proposal within nine months of the launch of the FEC.

**3. Ensure that the Financial Counseling Provider(s) is delivering the service effectively and following the model requirements provided by the CFE Fund.**

- a. Sign an agreement with the Financial Counseling Provider(s) that has a detailed scope of work including but not limited to requirements for staffing; counselor training; day-to-day operations; facilities; counselor deployment; use of the FECBOT and data security; partnership development; communications, and outcomes. The agreement with the Financial Counseling Provider(s) must remain active in order for the FEC to operate. If the initial agreement with the Financial Counseling Provider(s) is set to expire before the end of the Grant Term, it should be renewed by amendment or with a new agreement, assuming the Grantee intends to proceed with the Financial Counseling Provider(s). Once signed, the fully executed agreement with the Financial Counseling Provider(s), and any amendments or new agreements, must be shared with the CFE Fund. The Financial Counseling Provider(s) must be approved by the CFE Fund, with such approval not to be unreasonably withheld, conditioned, or delayed. Any changes to or at the selected Financial Counseling Provider(s) during the Grant Term, including but not limited to adding additional providers, termination of providers, and staffing changes, must be approved by the CFE Fund.
- b. Ensure that the Financial Counseling Provider(s) has identified a manager (the “FEC Manager”) to oversee the day-to-day operations and serve as the main contact for the Grantee and the CFE Fund.
- c. Support efforts to hire and train the financial counselors.
  - i) Confirm all FEC staff members are trained in accordance with the CFE Fund-approved training plan.
  - ii) Support continuing education efforts, including identifying opportunities for counselors to learn about existing and new government programs.
- d. Work closely with the Financial Counseling Provider on day-to-day operations, reporting needs, partnership development, counselor supervision and sustainability efforts.
- e. Ensure, with the Financial Counseling Provider, that no material changes to operations are made without the prior approval and consent of the Grantee including change in hours of operation, staffing, partnerships, and locations.
- f. Work with the Financial Counseling Provider to monitor and track the quality of the service delivered and address any program issues.
- g. Support and inform the Financial Counseling Provider to develop and implement an effective deployment strategy for counselors based on City/County priorities, geographic

- needs, target population, partnership opportunities or other needs.
- h. Ensure that the FEC database is used for at least the duration of the grant for data collection and reporting; and that data security and client confidentiality protocols are in place.
  - i. Ensure that the Financial Counseling Provider staff members attend all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, database trainings, any continuing education sessions, and CFE Fund-hosted trainings, as well learning community activities.
- 4. Coordinate efforts, along with the Financial Counseling Provider(s), to identify, secure and manage programmatic partnerships.**
- a. Launch the FEC with a minimum of eight partnerships with internal City/County agencies or external community organizations (each, a “Program Partner”), with the goal of referring clients to the FEC.
  - b. On an ongoing basis, work to deepen partnerships to ensure an effective and efficient process for clients of the partner organizations to access FEC services. Common strategies for integration design include:
    - i) Defined Referral Process: Program Partner’s case manager directs client to an FEC counselor or the referral is embedded within the program.
    - ii) Co-Location: An FEC counselor serves clients on site with the Program Partner on a regular basis.
    - iii) FEC Participation Integrated Fully: FEC services have become a normal part of the client journey for the partner organization. The Program Partner has formalized incentives, or has made FEC counseling an eligible way to fulfill general program requirements with the goal of fully integrating FEC services into the partner organization’s client journey.
    - iv) Coordinated Case Management: The FEC and Program Partner meet or communicate regularly to discuss client progress, encourage client retention and multiple session attendance, and work collaboratively to ensure an effective referral process.
    - v) Regular Reporting: The FEC regularly shares information about program/client progress with the Program Partner.
    - vi) Data Sharing Agreement: The FEC and Program Partner have executed a data sharing agreement to govern how client information is shared.
    - vii) Supervitamin Study: The FEC and Program Partner have identified partner-specific outcome metrics and goals that they believe may be positively impacted by the integration of FEC services and are actively monitoring if said metrics are improving among clients receiving FEC services.
  - c. Once launched, continue to identify and secure new programmatic partnerships within a range of services and locations, including within local government programs, nonprofit services or private companies.
  - d. Work with Financial Counseling Provider to assess partnerships, ensuring effectiveness and impact.
- 5. Adhere to the following CFE Fund marketing and communications guidelines.**
- a. Acknowledgements by the Grantee relating to the Grant will be given to “the Cities for Financial Empowerment (CFE) Fund”.
  - b. On any signage or communications pieces related to the FEC, the local government



partner logo and financial counseling provider logo are always included with the FEC logo. The Grantee's logo may be used in accordance with Section 2-3 of the Orange County Code.

- c. Prior written approval of the CFE Fund is required before the Grantee, or any employees, servants, agents or independent Grantees may, at any time, before, during or after completion or termination of this Agreement, make any formal statement to the press, make a public announcement or issue any material for publication through any medium of communication bearing on the work performed or data collected under this Agreement.
- d. 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, including the Foundation. Materials include but are not limited to websites, newsletters, media releases, public announcements, event invitations and programs. The Grantee will request permission from the CFE Fund before using or modifying the FEC Public and FEC logos and related branded materials.
- e. The CFE Fund will provide specific communication protocols, including the guidelines in Exhibit G (the "Financial Empowerment Center Branding Assets Template"). Grantee also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.
- f. The Grantee shall not make any statement or otherwise imply to donors, funders, media, or the general public that the Foundation directly funds the activities detailed in the Scope of Work.
- g. The Grantee and its Vendor(s) may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional funders have made their official announcement or have otherwise given permission in writing.

## **II. FECBOT Database and Experian Connectivity**

1. During the Grant Term, the Grantee will use the CFE Fund's FEC database, FECBOT. The Grantee must obtain prior written approval from the CFE Fund before anyone at the FEC will be granted access to the FECBOT database. The CFE Fund will provide licenses for FEC program-essential personnel, such as the Financial Counselors, the FEC Manager, and the Local Government Manager (each, a "User"). However, all non-essential Users are subject to licensing fees and reasonably related management costs.
2. The Grantee will ensure that the Financial Counseling Provider(s) maintains rigorous client confidentiality when using FECBOT and Experian, and follows data collection protocols to ensure client confidentiality, to the extent allowed under Florida and federal law (including, but not limited to, Florida's public records laws codified in Chapter 119, Florida Statutes, and the federal Uniform Guidance contained in 2 CFR Part 200) and in compliance with Section 11 of this Agreement.
  - 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, to the extent allowed under Florida and federal law (including, but not limited to, Florida's public records laws codified in Chapter 119, Florida Statutes, and the federal Uniform Guidance contained in 2 CFR Part 200) and in compliance with Section 11 of this Agreement.

- 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, Local Government Manager, FEC Manager, 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 (other than an employee of the Grantee) who is authorized to access FECBOT will be required to sign a FECBOT User Agreement (in similar form as Exhibit I – "Sample FECBOT User Agreement") and provide a copy to the CFE Fund's FECBOT Administrator. Any employee of the Grantee who is authorized to access FECBOT will be required to sign a FECBOT User Agreement for Orange County Employees (in similar form as Exhibit J – "Sample FECBOT User Agreement for Orange County Employees") 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 Service Agreement 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 Service Agreement, to the extent allowed under Florida and federal law (including, but not limited to, Florida's public records laws codified in Chapter 119, Florida Statutes, and the federal Uniform Guidance contained in 2 CFR Part 200) and in compliance with Section 11 of this Agreement.
- 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, the CFE Fund hereby provides the Grantee a non-exclusive and non-transferrable license to all Orange County FEC data stored in the FECBOT database during the Grant Term. The Grantee may only use this data for Orange County FEC Financial Empowerment Center program purposes, as permitted in the FECBOT User Agreement, samples of which are attached to this Agreement as Exhibit I (the "Sample FECBOT User Agreement") and Exhibit J (the "Sample FECBOT User Agreement for Orange County Employees"), and in accordance with instructions from the CFE Fund.
2. The 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 the 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. The Grantee, and the Financial Counseling Provider(s), 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. The Grantee, and its Financial Counseling Provider(s), will not use, transmit, display or publish, or otherwise license such materials without the CFE Fund's prior written consent, unless otherwise required by law including, but not limited to, Florida's public records law codified in Chapter 119, Florida Statutes, and in compliance with Section 11 of this Agreement.

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

Please note that this provides a broad overview of the Financial Empowerment Center model (the “FEC Model” or the “Model”). During the course of engagement, the CFE Fund team will be providing further details on all components of the model. The Model has been developed by the CFE Fund in order to ensure consistency and high-quality standards. The Model should be actively followed by the Grantee. The Model may be amended, modified, supplemented, or otherwise revised by the CFE Fund. Any changes to the Model will be communicated by the CFE Fund during the course of technical assistance to the Grantee.

### **Model:**

- Professional, one-on-one and free public service.
- Systematically track data and outcomes for client management and evaluation.
- Connects to a range of local government and nonprofit service delivery systems.
- Prioritizes sustainability efforts to become a permanent service in the locality.

### **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, formalized via MOU.
- 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 as counselors work with clients to make progress on their action plan.
- All program managers and counselors must be trained based on the CFE Fund’s training standards and pass a CFE Fund–administered final exam.

### **The Financial Counseling Session**

As defined for the Model, one-on-one financial counseling and coaching represents a mix of direct service goal setting and light case management provided by highly trained professionals 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 can be either in person or remote (i.e. phone, video) 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 in 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 to further counselors' professional development and understanding of new financial issues that those with low incomes face.

***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. Partnerships deeply embed financial counseling/coaching into local government and nonprofit programs, advancing both programs' goals. Partnerships can have a variety of characteristics in a scale of increasing integration, which are: formalized via MOU, defined referral process, co-location, FEC participation fully integrated, coordinated case management, regular reporting, data sharing agreement, and Supervitamin Effects Study. Potential complementary program integrations could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

*Philanthropic Partners* are influential in 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. The Grantee is required to use FECBOT and participate in all national data collection, tracking, and evaluation activities throughout the Grant Term. The Grantee will have access throughout the Grant Term to all local data collected and is able to create customized reports. The parties agree that by using FECBOT, the Grantee is delegating to the CFE Fund the obligation to retain all records uploaded to FECBOT under Florida and federal law. Accordingly, the CFE Fund shall retain and comply with all Florida and federal laws related to such records including, but not limited to, Florida's public records laws and information protection laws codified in Chapter 119, Florida Statutes, and Section 501.171, Florida Statutes, respectively.

### **Learning Community**

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation. Learning community calls or events are valuable opportunities to learn and share best practices.

**Grantee Budget**

The CFE Fund will provide \$350,000 to support Orange County's Financial Empowerment Center, in line with the following budget. Of the \$350,000, \$300,000 may be used to support Years 1 and/or 2 of Orange County's Financial Empowerment Center, and \$50,000, which is pending Orange County demonstrating its ability to secure funds equal to the budgeted cost for FEC operations, inclusive of this grant, may be used to support Year 2 of Orange County's FEC. Year 2 FEC budget to be submitted for CFE Fund approval in the Year 2 Fundraising and Budget Update report as outlined in Exhibit E. Below is the Year 1 budget. The Year 2 budget, once approved, will be incorporated into the overall Grantee Budget.

[Budget on following page]

**FEC Implementation Budget**

Instructions: Include the full cost of the FEC including CFE funding, other funding, and in-kind donations. Add notes for what is in-kind. Separate salary from fringe. Include

Local Government Partner Name: **Orange County Florida**

| Local Government  | Projected Expense    | Expense Narrative<br>Provide a few sentences describing the logic behind this expense.   |
|---|----------------------|--|
| <i>Personnel</i>  |                      |  |
| Local Government FEC Manager Salary                               | \$ -                 | will always be provided in-kind  |
| Administrative Support Salary                                     | \$ -                 | will always be provided in-kind  |
| Fringe Benefits   | \$ -                 | will always be provided in-kind  |
| <i>Other than Personnel Services</i>                              |                      |  |
| Marketing and Outreach  | \$ 10,000.00         |  |
| Events  | \$ 10,000.00         |  |
| Equipment   | \$ -                 | will always be provided in-kind  |
| Client Management Database  | \$ -                 |  |
| Fiscal Sponsor Fee  | \$ -                 | n/a  |
| Indirect Costs  | \$ -                 |  |
| <b>SUBTOTAL</b>   | <b>\$ 20,000.00</b>  |  |
| Financial Counseling Provider                                     | Projected Expense    | Expense Narrative<br>Provide a few sentences describing the logic behind this expense.   |
| <i>Personnel</i>  |                      |  |
| FEC Manager Salary  | \$ 80,000.00         | 1 FT manager   |
| Financial Counselors Salary                                       | \$ 171,000.00        | 3 FT Counselor, \$57k/Counselor  |
| Administrative Support Salary                                     | \$ 42,000.00         | FT Coordinator/Admin support. We will be evaluating the need for this position, and will fill this position only if a need arises.   |
| Fringe Benefits   | \$ 87,900.00         | 30% of personnel   |
| <i>Other than Personnel Services</i>                              |                      |  |
| Marketing and Outreach  | \$ 6,000.00          |  |
| Initial Counselor Training  | \$ 4,500.00          | estimated at \$1,500/counselor   |
| Ongoing Counselor Training and Continuing Education               | \$ 3,500.00          |  |
| Equipment   | \$ 7,000.00          | 3 laptops, laptop travel cases that lock, personal travel scanners, personal printer/ copier, hot spots, cell phones, tablets for clients to fill out paperwork & sign electronically, Microsoft Office license, Zoom license, Sign Now license, other equipment to counsel both in office and in other locations. |
| Onsite Supplies   | \$ 5,000.00          |  |
| Space & Occupancy Costs   | \$ 15,000.00         |  |
| Utilities & Internet Costs  | \$ 7,000.00          |  |
| Credit Report Pulls   | \$ 7,500.00          | \$2500 estimated per counselor   |
| Local & National Learning Network Events (including travel costs) | \$ 13,000.00         | Off-site service locations, outreach (milage, parking, etc); One conference, 4 FEC staff   |
| Client Incentives   | \$ 3,500.00          | Gift cards, other incentives   |
| Indirect Costs  | \$ 45,290.00         | 10% of budget for indirect and contingencies   |
| <b>SUBTOTAL</b>   | <b>\$ 498,190.00</b> |  |
| <b>TOTAL</b>  | <b>\$ 518,190.00</b> |  |



**Reporting**

The Grantee is responsible for reports using the CFE Fund’s online grant portal, which can be accessed through the link below:

<https://www.grantinterface.com/Home/Logon?urlkey=CitiesFE>

| <b><u>Reports</u></b>                | <b><u>Due Date*</u></b> |
|--------------------------------------|-------------------------|
| Narrative Report and Client Snapshot | January 31, 2025        |
| Year 2 Fundraising and Budget Update | April 30, 2025          |
| Narrative Report and Client Snapshot | July 31, 2025           |
| Narrative Report and Client Snapshot | January 30, 2026        |
| Narrative Report and Client Snapshot | July 31, 2026           |

\*Pending adjustments based on actual FEC launch date

- **Narrative Report**  
This report should be completed jointly by the Grantee and the Financial Counseling Provider(s) and address performance, operations, partnerships, staffing and professional development, fundraising and sustainability, budget, grant spending, and next steps.
- **Client Snapshot**  
Using the client snapshot template to be provided by the CFE Fund, this report from the Financial Counseling Provider(s) should contain 1-2 client stories that share their experience and success at the FEC, and a high-resolution photo (photo submitted separately from the grant portal).

Notices

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

Grantee  
Orange County, Florida  
Community and Family Services Department  
Attn: Lavon Williams, Deputy Director  
201 S. Rosalind Avenue  
Orlando, FL 32802  
(407) 490-6750  
[Lavon.williams@ocfl.net](mailto:Lavon.williams@ocfl.net)

AND

Orange County Administrator, Administration and Fiscal Services  
Orange County Administration Building  
201 South Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

**Financial Empowerment Center Branding Assets Template**

(To Be Attached)

**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, as a financial counselor, manager, consultant, data analyst, or other staff member who has been authorized to use the FECBOT system (“User”), 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 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 use of the FECBOT.

**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 usernames, 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 declarant, 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 I have 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 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

**Sample FECBOT User Agreement for Orange County Employees**

**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, as a financial counselor, manager, consultant, data analyst, or other staff member who has been authorized to use the FECBOT system (“User”), 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 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 use of the FECBOT.

**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 usernames, 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, to the extent deleting such data does not violate Florida or federal law including, but not limited to, Florida's public records laws codified in Chapter 199, Florida Statutes, and the federal Uniform Guidance contained in 2 CFR Part 200. 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. Notwithstanding any other provision of this User Agreement, a User may extract data from the FECBOT system as necessary to comply with Florida or federal law including, but not limited to, Florida's public records laws codified in Chapter 119, Florida Statutes, and the federal Uniform Guidance contained in 2 CFR Part 200.

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 declarant, 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 to the extent such disclosure is not required under Florida or federal law including, but not limited to, Florida’s public records laws codified in Chapter 119, Florida Statutes, and the federal Uniform Guidance contained in 2 CFR Part 200. 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 User 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. Notwithstanding any other provision of this User Agreement, nothing in this User Agreement shall constitute a waiver of the User’s sovereign immunity or protections under Section 768.28, Florida Statutes. Without waiving any sovereign immunity protections under Florida law, under no circumstances shall the User be liable to CFE Fund under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the User related to this Agreement and are not confined to tort liability.

**H. Acknowledgement and Review**

I, \_\_\_\_\_, acknowledge that I have 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 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