



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R24-291
DATE OF PASSAGE September 10, 2024

A Resolution authorizing execution of a Second Amendment to the Memorandum of Understanding between the Cities for Financial Empowerment Fund, Inc., and the City of Aurora, expanding the FEC Expert Partner Scope of Work and to receive the \$10,000 stipend upon full execution of this Second Amendment.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the City of Aurora is a former recipient of a CFE Fund grant to implement a Financial Empowerment Center ("FEC"), and the City continues to operate their FEC; and

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") ; and

WHEREAS, the CFE Fund has supported and continues to support the Aurora FEC with technical assistance resources, access to the national FEC learning community ("FEC Public Learning Community"), no-cost licenses to use the CFE Fund's central FEC database, and designates the Partner as an FEC Expert Partner ("FEC Expert Partner") and ("FEC Expert Mentor") to continue to provide FEC services as part of the CFE Fund's national FEC Public platform and the City of Aurora desires to accept such engagement on the terms and conditions set forth hereinafter; and

WHEREAS, the City of Aurora first received FEC Expert Partner designation on May 1, 2022 through October 31, 2023; and

WHEREAS, The First Amendment to the agreement extended the FEC Expert Partner designation period through October 31, 2025; and

WHEREAS, The Second Amendment to the agreement expands the scope of work to mentor Pitkin, Colorado and receive the \$10,000 stipend; and

WHEREAS, The Neighbor Project (TNP) was hired as the servicing contractor to provide City residents free financial counseling and financial literacy services through December 2022, with up to two annual extensions thereafter; and

WHEREAS, a First Amended Agreement for Provision of Services at the City of Aurora's Financial Empowerment Center was enacted on July 26, 2023, revising The Neighbor Project (TNP) contract with an auto renew through December 2024; and

WHEREAS, the City of Aurora has agreed to make use of the CFE Fund offerings provided by this MOU to provide technical support and mentorship activities set forth in the "Scope of Work" and the "Financial Empowerment Center Model"; and

WHEREAS, the CFE Fund has determined that the support of the City of Aurora in the work contemplated by this MOU furthers the exempt purposes of the CFE Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: The Mayor, or respective designee, is hereby authorized to execute the Second Amendment to the Memorandum of Understanding between the Cities for Financial Empowerment Fund, Inc. and the City of Aurora to remain an FEC Expert Partner, and other relevant documents.

RESOLUTION NO. R24-291

LEGISTAR NO. 24-0616

PASSED AND APPROVED ON September 10, 2024

AYES 11 NAYS 0 NOT VOTING 0 ABSENT 1

ALDERMAN	Vote
Alderman Barreiro, Ward 1	yes
Alderwoman Garza, Ward 2	yes
Alderman Mesiascos, Ward 3	yes
Alderman Donnell, Ward 4	yes
Alderman Franco, Ward 5	yes
Alderman Saville, Ward 6	yes
Alderman Tolliver, Ward 7	yes
Alderwoman Smith, Ward 8	yes
Alderman Bugg, Ward 9	yes
Alderwoman Baid, Ward 10	absent
Alderman Laesch, At Large	yes
Alderman Woerman, At Large	yes

ATTEST:


City Clerk Jennifer Stallings


Mayor Richard C. Irvin



**SECOND AMENDMENT TO MOU BETWEEN
THE CITIES FOR FINANCIAL EMPOWERMENT FUND and
THE CITY OF AURORA**

This Second Amendment (the “Second Amendment”), dated as of May 24, 2024 (the “Second Amendment Effective Date”) is by and between the **Cities for Financial Empowerment Fund** (the “CFE Fund”) and the **City of Aurora** (the “Partner”), and reflects that the CFE Fund is expanding the Scope of Work of the **Financial Empowerment Center Expert Memorandum of Understanding** (the “MOU”).

WHEREAS, the CFE Fund designates the Partner as an FEC Expert Mentor (“FEC Expert Mentor”) in addition to the designation of FEC Expert Partner.

The MOU, with the Effective Date of May 1, 2022, as previously amended by the First Amendment, with the First Amendment Effective Date of September 20, 2023, between the Parties is hereby amended in the following respects:

1. The section titled “1. Scope of Work”, shall be amended to instead state:

“The primary purpose of the Partner’s activities, as set forth in Exhibit A, will be to:

- (a) provide technical assistance to one locality planning for and/or launching the Financial Empowerment Center model as part of an FEC Implementation Grant phase of their own grant relationship with the CFE Fund, and to
- (b) maintain the reputation, standards, and integrity of the Financial Empowerment Center Model as a high-quality public service, and actively contribute to the FEC Public Learning Community.”

2. Three additional sections shall be added as follows:

“ **10. Stipend**

The CFE Fund pledges and agrees to provide the Partner compensation for its work in the form of cash or cash equivalents in an amount not to exceed TEN THOUSAND DOLLARS (\$10,000) (the “Stipend”). The Stipend will be paid in U.S. Dollars in accordance with Section 11.

11. Payment.

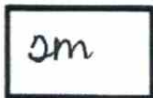
- (a) The CFE Fund will pay the Partner full \$10,000 Stipend upon full execution of this Second Amendment.
- (b) The CFE Fund can make payment in one of two ways. Please initial in **ONE** of the boxes to select the requested payment option.

Initial Here for
Electronic Payment and to
Authorize Staff Member



- i. For electronic payment: The CFE Fund will make an electronic payment through the CFE Fund's payment system, bill.com. The Partner authorizes the below employee to create an account and enter the Partner's appropriate bank routing and account number into bill.com. The Partner will ensure that account information in bill.com is accurate throughout the Term of the MOU.

Initial Here for
Payment by Check



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

44 E. Downer Place

Attn: Linda Read

Aurora, IL 60507

- (c) If any stipend funds are unspent after meeting Scope of Work obligations, the Partner may use stipend funds for general Aurora Financial Empowerment Center operations within the Term of this MOU.

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

The Partner shall provide to the CFE Fund a signed and completed W-9 Form and/or their Tax I.D. Number. Payment will be made to the entity named on the W-9 Form or associated with the Tax I.D. Number provided. The Partner hereby agrees to notify the CFE Fund immediately upon any change of taxpayer information."

3. In Exhibit A, Exhibit A1 shall be appended as below.

All other provisions of Exhibit A shall remain in full force and effect.

4. Ratification of the MOU. As amended by this Second Amendment, the MOU, as previously amended by the First Amendment, is in all respects ratified and confirmed, and the MOU, as previously amended by the First Amendment and as so amended by this Second Amendment, shall be read, taken and construed as one and the same instrument.
5. Severability. If any one or more of the covenants, agreements, provisions or terms or portions thereof of this Second Amendment shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms or portions thereof shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this Second Amendment and shall in no way affect the validity or enforceability of the other covenants, agreements, provisions or terms or portions of this Second Amendment.

6. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Second Amendment by electronic mail in a ".pdf" file shall be effective as delivery of a manually executed counterpart of this Second Amendment.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Second Amendment to be duly executed as of the date first above written.

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

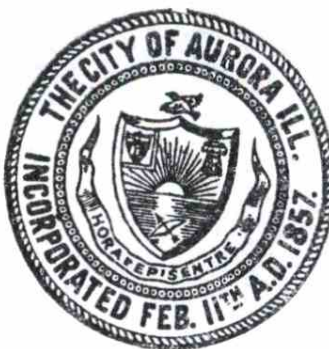
By: J. Mintz
Name: Jonathan Mintz
Title: President and Chief Executive Officer
Date: 09/09/2024

CITY OF AURORA

By: Richard Irvin
Name: Richard Irvin
Title: Mayor
Date: 9-11-24

ATTESTED

By: Jennifer Stallings
Name: Jennifer Stallings
Title: City Clerk
Date: 9-11-24



Scope of Work – FEC Expert Mentor

As an FEC Expert Mentor, the Partner shall be paired by the CFE Fund with one of its FEC Academy grantee partners (the “FEC Mentee” or “FEC Mentees”) in order to provide technical assistance to that FEC Mentee. The FEC Expert Mentor’s designated FEC Mentee is the **Pitkin County, CO**.

Below is guidance on the FEC Expert Mentor’s responsibilities, which are based on supporting the FEC Mentee(s) through their Implementation Phase, based on the local priorities, needs, and timing of the FEC Mentee(s).

The FEC Expert Mentor will engage in the following activities and technical assistance:

- Participate in one introductory virtual meeting with the assigned FEC Mentee(s) to be coordinated by CFE Fund;
- Schedule a series of monthly technical assistance phone calls at the discretion of the FEC Mentee(s) and Expert Mentor;
- Share (if possible) relevant documents and best practices with the FEC Mentee(s), including but not limited to job descriptions, budget proposals, data sharing agreements, partners evaluations, RFP drafts, marketing materials, fundraising proposals, data reports, etc.;
- If appropriate, invite the FEC Mentee(s) to relevant partnership development meetings;
- Coordinate one operations-focused virtual or in-person site visit once the FEC Mentee(s) has hired the team of FEC counselors, focusing on service delivery, counselor supervision, marketing, data collection and reporting best practices, etc.;
- Host the newly hired counselors for a couple of days of virtual or in-person counseling session observation and shadowing;
- Provide at least three virtual one-on-one sessions to the Local Government Manager around FECBOT report features: editing, customizing, creating new reports, exporting data, creating visualizations, storytelling, etc.;
- Participate at least once in the Monthly Managers’ Call presenting a successful or interesting feature of their work: an FEC integration, marketing strategy, etc.
- Do a quarterly post in the FECBOT Learning Community around a best practice, helpful resource or learning for other members of the FEC Learning Community; and
- Report, at your own discretion, completed activities and progress made with the FEC Mentee(s) to CFE fund.

Reporting

The FEC Expert Mentor will be responsible for one brief Final Report to the CFE Fund. This report will include details on the technical assistance provided and a financial overview of how the stipend was spent (estimated due date October 1, 2025).