

EWING MARION KAUFFMAN FOUNDATION ("the Foundation")

GRANTEE: City of Kansas City, Missouri
CONTACT: Nia Richardson
AMOUNT: \$250,000.00 (Refer to Exhibit A - Budget)
PROJECT DATES: September 1, 2022 through September 1, 2023
ID: RG-202209-13054

GRANT PURPOSE

Support for the Small Business Capital Access Initiative, a collaborative with the City of Kansas City, local chambers, entrepreneurial support organizations (ESOs), CDFIs, and banks to provide technical assistance for application prep and financial counseling to entrepreneurs.

GRANT TERMS

- 1. Use of Grant Funds.** You may use the grant funds only for the purposes stated above and must apply grant funds to the line items listed on the budget attached as **Exhibit A**. All uses of the grant funds must be consistent with religious, charitable, scientific, literary, or educational purposes within the meaning of the Internal Revenue Code, as amended. In addition:
 - Any line item deviation from the itemized budget may not exceed 10% or \$1,000.00 (whichever is greater), without prior approval by the program officer assigned to this grant.
 - All unused grant funds should be returned directly to the Foundation at the end of the grant period, or upon termination of the grant, whichever is earlier.
 - You acknowledge that the Foundation has not earmarked the grant funds or any portion thereof for distribution to any individual other than as compensation for services rendered in furtherance of the grant.
 - If you are regranteeing funds to other organizations, you acknowledge that (i) you retain full discretion and control over the selection of recipient organizations, (ii) neither the Foundation nor its personnel has been or will be involved in recipient selection, and (iii) the funds you regrant will be used exclusively for charitable purposes as described in Section 170(c)(2)(B) of the Code.
- 2. Grant Payments and Reports.** The Payment and Reporting Schedule is contained in **Exhibit B**. Grant funds will be paid provided that applicable conditions and milestones have been met, that previously paid amounts have been expended as expected, and that there is satisfactory progress in achieving the purpose of the grant. Payments may be withheld and/or the grant terminated if the Grantee is not able to meet these or other obligations. Progress and Final reports are to be used to detail such progress. It is extremely important that such reports are received by the due dates noted in **Exhibit B**, as the Foundation may withhold payment until the past due report is received, and may terminate the grant if reporting is consistently late or absent.
- 3. Exempt Organization Status.** You certify that the Internal Revenue Service has determined you are:
 - a tax-exempt organization under Section 115 of the Code; or
 - a state or a political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B); or
 - a tax-exempt organization under Section 501(c)(3) of the Code; and
 - a. not a "private grant making foundation" nor
 - b. a "non-functionally integrated Type III supporting organization" within the meaning of Code Section 509(a).

You will immediately inform the Foundation of any change in or challenge to the status you certified in Section 3 above.
- 4. Lobbying or Political Activities.** None of the funds provided by the Foundation may be used for lobbying or political activities.
- 5. Grant Termination.** The Foundation, at its sole option and discretion, may terminate the grant at any time if: (i) your tax-exempt status changes, (ii) you become unable to carry out the purposes of the grant, (iii) you cease to be an appropriate means of accomplishing the purposes of the grant, (iv) you fail to comply with any of the conditions of the grant, (v) the Foundation is not satisfied with the quality of work or progress toward achieving the purpose of the grant, or (vi) the Foundation believes that you cannot satisfactorily complete the purpose of the grant within the identified timeline.

If for any reason the grant is terminated or expires, you will provide a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. You will return any grant funds that are not yet expended as permitted by this Grant (funds that have been irrevocably committed to pay to a third party under a non-cancellable agreement may be retained and paid to the third party in fulfillment of your obligations under such agreement). Such non-cancellable agreements should be avoided whenever reasonably possible.

- 6. Quality Assurance.** Grantee agrees to cooperate with the Foundation's efforts to assess quality of work done and progress toward achieving the purpose of grant, including possible on-site visits. Grantee will also maintain records of receipts and expenditures and shall make all books and records and supporting documentation related to this grant available to the Foundation or its representative at reasonable time.
- 7. Publicity and Acknowledgement of Support.** You agree to cooperate with the Foundation on publicity related

to the grant. All written material, exhibits or interviews related to the grant must acknowledge the Foundation's support and refer to the Foundation by its full name: The Ewing Marion Kauffman Foundation. You should provide the Foundation with advance drafts of any public statements or promotional content for its review at least two weeks before the expected release date. At a minimum or unless otherwise requested by the Foundation, any work funded by the Foundation and subsequently published by you must include the following language: "This work/research was funded by the Ewing Marion Kauffman Foundation. The contents of this publication are solely the responsibility of Grantee."

This document contains the complete understanding of the Foundation and Grantee regarding this grant, and the document's terms and conditions may not be changed except by written agreement signed by an authorized representative of both the Foundation and Grantee. The Foundation's failure to enforce any of the provisions of this document shall not be deemed a waiver of such provision(s) or of any prior or subsequent breach.

EXHIBIT A - BUDGET

Item	Amount
Administrative Fees	\$75,000.00
Marketing/Outreach	\$15,000.00
Accountant Fees	\$150,000.00
Tech/CRM/Data	\$10,000.00
Total	\$250,000.00

EXHIBIT B - PAYMENT AND REPORTING SCHEDULE

Reports will be completed by using the report template in the Fluxx grantee portal.

Payment Schedule:

Within 30 days after receipt of \$250,000.00 signed grant agreement

Report Schedule:

April 28, 2023 Progress Report
 October 1, 2023 Final Report

EXHIBIT C - KEY METRICS

The metrics listed below will be used to measure the effectiveness of this grant.

Key Metrics
200 business owners will establish relationships with key partners to support financial counseling and business planning, as a result of their participation in the SMB Capital Prep Program. Reported results will be disaggregated by race and gender.
75 business owners in the SMB Capital Prep program will grow their business by accessing additional capital. Reported results will be disaggregated by race and gender.

EXHIBIT D - INTELLECTUAL PROPERTY RIGHTS

Any reports, articles, working papers, conference proceedings, data, programs, modules, manuals, curricula, books, television shows, radio shows, web site, software (including both source code and object code) or other work product created by you, or on your behalf, in furtherance of the purposes of this grant (the "Work Product") will remain your property. You will ensure that, to the best of your knowledge, the Work Product does not infringe on or violate the rights of others, including intellectual property and privacy rights, or any law or regulation. You will also ensure that all such Work Product is original with you, owned by you, or that you otherwise have the rights to provide the license set forth below. You agree to provide a copy of the final Work Product to the Foundation as part of the Final Report.

You agree to and do hereby grant to the Foundation a worldwide, royalty free, non-exclusive, irrevocable, license in perpetuity to copy, disseminate, publicly display and perform, create and own derivate works from, sub-license, and

otherwise use the Work Product and any revisions, modification or derivatives of it, in any and all languages and media of expression, whether now known or hereafter created, provided that such use is consistent with the Foundation's charitable, educational and tax exempt purposes. You understand and agree that this license is a material part of the Foundation's grant to you and that among the purposes of such license is ensuring that the Work Product is made publicly available in furtherance of the charitable, scientific, literary, or educational purpose of this grant.

The Foundation agrees that it will not unreasonably withhold its consent to relinquishing the above license upon request by a reputable publisher in connection with publication or dissemination of the Work Product. You agree to inform the Foundation of any such request from the publisher and the Foundation will provide written evidence of having relinquished the license unless the Foundation reasonably and in good faith believes that such relinquishment is not likely to result in making the Work Product publicly available.

The provisions of this Exhibit D survive expiration or termination of this grant.

EXHIBIT E - DETERMINATION OF RECIPIENT FOR TRAVEL OR STUDY STIPENDS

As of the date of the awarding of this grant, the recipients of any travel or study stipends to be paid under this grant have not been determined and City of Kansas City, Missouri acknowledges that the Foundation has no role in determining or identifying the recipients of a travel or study stipend to be awarded hereunder. City of Kansas City, Missouri will award any travel or study stipends on an objective and nondiscriminatory basis.

If you have any questions about the grant, please contact your program officer listed below.

DocuSigned by:

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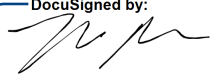
9/29/2022

Shakia Webb
4801 Rockhill Road
Kansas City, Missouri 64110-2046
e-mail: swebb@kauffman.org / www.kauffman.org

Date

The foregoing conditions are hereby accepted and agreed to as of the date indicated.

City of Kansas City, Missouri

DocuSigned by:

By: _____
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(Signature of Authorized Official)

Title: Managing Director -KC BIZCARE

Date: 10/3/2022