

**COST REIMBURSEMENT SUBGRANT  
PART I – SCHEDULE**

<p><b>Urban:</b> The Urban Institute 500 L’Enfant Plaza SW Washington, DC 20024</p>	<p><b>Subrecipient:</b> Ramsey County 15 W Kellogg Blvd., 250 Courthouse Saint Paul, MN 55102-1614</p>
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<p><b>Urban Technical Contact:</b> Keith Fudge Senior Policy Program Manager Telephone: (202) 261-5412 E-mail: Kfudge@urban.org</p>	<p><b>Subrecipient Technical Contact:</b> Martha Faust Redevelopment Manager Telephone: (651)-358-4341 E-mail: martha.faust@co.ramsey.mn.us</p>
<p><b>Project Information</b> <b>Project Title:</b> Mobility Metrics Beta Test <b>Urban Project Number:</b> 102173</p>	<p><b>Subgrant Information</b> <b>Subgrant No:</b> 102173-0001-RCMN-01 <b>Subgrant Amount:</b> \$125,000 <b>Period of Performance:</b> 01/11/2021 – 06/15/2022</p>

**RECITALS:**

This Subgrant agreement, is entered into by and between The Urban Institute (“Urban”), a non-profit entity organized and existing under the laws of Delaware, having its principal place of business at 500 L’Enfant Plaza SW, Washington, DC 20024, and Ramsey County (“Subrecipient”), a local government entity organized and existing under the laws of Minnesota, having its principal place of business at 15 W Kellogg Blvd., 250 Courthouse, Saint Paul, MN 55102-1614 (hereinafter referred to collectively as the “Parties”).

This Subgrant agreement is made pursuant to funds to Urban by the BILL & MELINDA GATES FOUNDATION.

**DEFINITIONS:**

As used in this document, the words and phrases set forth below shall have the following meanings:

- A. Funder: the Bill & Melinda Gates Foundation.
- B. "Funded Developments" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology).
- C. "Background Technology" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by Subrecipient or a third party prior to or outside of the Subgrant used as part of the Subgrant.
- D. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by Subrecipient, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development.
- E. "Global Access" means:
  - i. the knowledge and information gained from the Subgrant will be promptly and broadly disseminated; and
  - ii. the Funded Developments will be made available and accessible at an affordable price
    - a) to people most in need within developing countries, or
    - b) in support of the U.S. educational system and public libraries, as applicable to the Subgrant.
- F. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by Urban and Funder.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

**Article I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES**

The purpose of this Subgrant is to fund Subrecipient's assistance to implement a beta test of a newly created framework and set of metrics designed to assess and track prospects

for increasing mobility from poverty in the United States and to inform local decision-making.

**Article II. TYPE OF GRANT**

This is a cost reimbursement Subgrant. The Subrecipient agrees to pursue the programmatic objective(s) specified in Appendix A within the total estimated award amount.

**Article III. PERIOD OF PERFORMANCE**

The period of performance for this subgrant agreement will be in effect from January 11, 2021 through June 15, 2022 unless extended or terminated prior to the end date.

**Article IV. AMOUNT OF SUBGRANT/PAYMENTS**

- A. **Subgrant Amount:** This Subgrant is estimated in the amount of \$125,000.
  
- B. **Financial Report Submission:** To claim payment, Subrecipient shall submit a proper financial report (“Financial Report”) to request payment on a quarterly basis via email as outlined below, as an attached file in Portable Document Format (PDF) to [accountspayable@urban.org](mailto:accountspayable@urban.org), copied to Urban’s Technical Contact, Keith Fudge ([KFudge@urban.org](mailto:KFudge@urban.org)), and Jean-Charles Zurawicki ([JZurawicki@urban.org](mailto:JZurawicki@urban.org)). The subject line should reference the Subgrant number Subrecipient name, and indicate a payment request is attached. To receive payment via ACH credit transfer, Subrecipient should request Urban’s ACH Authorization Form from the Accounts Payable department prior to the submission of any payment requests.
  
- C. **Financial Report:** A proper Financial Report shall be numbered sequentially and shall contain the following information:
  - i. Subrecipient’s name and complete address;
  - ii. Request date;
  - iii. Period covered by the Request;
  - iv. Urban Subgrant number;
  - v. Name, title, phone number, and email address of staff to contact in case follow-up is required (if different from information in letter “i”);
  - vi. Financial accounting of expenditures according to approved Subgrant Budget (Appendix B), for the request period and cumulatively, including the name, title and FTEs/hours for each individual;
  - vii. Total amount requested (both for the billing period and cumulatively);

- viii. Name, title, phone number, and email address of the responsible official  
Signature of responsible official with date, and certification by the following statement: “By signing this request, Subrecipient certifies that it is properly entitled to payment and that all payments requested are for appropriate purposes and in strict accordance with the terms and conditions set forth in the Subgrant.”
  
- D. Subrecipient shall include in its Financial Reports the costs of allowable other direct costs incurred during performance of the Subgrant provided, however, that cash, checks, or other forms or actual payment have been made by the Subrecipient for such costs. The Subrecipient agrees to furnish data and supporting documentation, which Urban or its designee may request on costs expended or accrued under this Subgrant.
  
- E. **Final Financial Report/Payment Request:** A final Financial Report (“Final Financial Report”) shall be submitted no later than forty-five (45) days after the expiration of this Subgrant and must be clearly labeled as a Final Financial Report. If this final request for payment is not received within the stated timeframe, Urban may not process the payment. Payment of the Final Financial Report will terminate any obligation of Urban for any additional payments to the Subrecipient.

#### **Article V. MANAGEMENT OF FUNDS**

- A. **Funding:** from this Subgrant is made available to Urban via Funder.
  
- B. **Expenditure of Funds:** Subgrant funds shall be expended in accordance with the Subgrant budget attached to this document as Appendix B, unless amended by written agreement.
  
- C. **Allocation of Funding:** Subrecipient must seek Urban’s prior approval before making material change, including but not limited to, adding a new budget line item or shifting funds from direct costs to indirect costs.
  
- D. **Indirect Costs:** The Subrecipient has elected not to charge any indirect costs to the Subgrant.
  
- E. **Funding Restrictions:** Subgrant funds must be used exclusively for the purpose of the Subgrant as identified in this Subgrant and Appendix A. Subgrant funds may not be expended for any other purposes without prior approval from Urban. Subrecipient must provide Urban with timely written notice of any material

change in the purpose, structure, character, or operation of the Program Description. The Urban Technical Monitor must approve all such changes in writing prior to implementation.

- F. **Right to Discontinue Funding or Rescind Disbursements:** Urban may, at its sole discretion or as directed by the Funder, discontinue or suspend funding, or rescind disbursements based on any of the following:
- i. the reports or work required herein are not submitted to Urban on a timely basis,
  - ii. reports or work do not comply with the term of this agreement or fail to contain adequate information to allow Urban to determine whether the funds have been used for their intended purpose, or
  - iii. Subgrant funds have not been used for their intended purpose or have been used inconsistently with the terms of this agreement.

**Article VI. REPORT AND REPORT SCHEDULE**

- A. **Progress Report:** The Subrecipient shall submit a narrative progress report (“Progress Report”) in accordance with the schedule below. Each report shall summarize activities and describe progress and challenges associated with meeting the goals outlined in Appendix A. Specific formats may be suggested or prescribed by Urban.

Report	Time Period	Due Date
REPORT 1	01/11/2021-6/30/2021	07/31/2021
REPORT 2	07/01/2021-12/31/2021	01/31/2022

- B. **Final Progress Report:** A final progress report (“Final Progress Report”) shall cover the entire period of the Subgrant and include a summary of progress during the implementation period such as accomplishments, impact, and challenges encountered.

Report	Time Period	Due Date
Final	01/11/2021-06/15/2022	07/15/2022

- C. **Report Distribution:** All reports should be submitted via e-mail to the Urban Technical Contact.
- D. **Intellectual Property Reporting:** During the term of this agreement and for 5 years thereafter, Subrecipient will submit upon request annual intellectual property reports relating to the Funded Developments, Background Technology, and any related agreements as requested by the Funder using the Funder’s templates or forms provided during request.

**Article VII. NOTICES**

**A. Notices:** Any notice, request, document, or other communication submitted by either party to the other under this agreement will be in writing and sent by mail or e-mail, and will be deemed duly given or sent when delivered to such party using the contact information and addresses listed on page one (1) of this Subgrant. Other addresses may be substituted upon written notice.

**Article VIII. ENTIRE AGREEMENT**

**A. Complete and Exclusive:** This Subgrant is the complete and exclusive statement of the agreement between Urban and the Subrecipient, and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. No change or modification of this Subgrant will be enforceable unless in writing and signed by both the Subrecipient and a duly authorized representative of Urban.

**B. Acknowledgment:** Both Parties acknowledge that the following documents attached hereto shall be deemed to form an integral part of this Subgrant:

- I. Part I – Schedule
- II. Part II – General Terms and Conditions
- III. Part III – Appendices:

- Appendix A: Program Description
- Appendix B: Subgrant Budget
- Appendix C: Mandatory Prime Award Provisions

IN WITNESS WHEREOF, the Subrecipient and Urban, each acting through its duly authorized representative, have caused this agreement to be signed on the dates below.

**FOR URBAN:**

**FOR SUBRECIPIENT:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## PART II - GENERAL TERMS AND CONDITIONS

### Article I. RELATIONSHIP BETWEEN THE PARTIES

- A. **Independent Parties:** For purposes hereof, Subrecipient is an independent contractor, and shall not be deemed to be an employee or agent of Urban or the Funder.
- B. **Proprietary Information:** Subrecipient acknowledges that, in performing this Subgrant, Urban may be required to make available to Subrecipient certain information deemed to be Proprietary and Confidential information (“Proprietary Information”). Subrecipient may also gain access to certain information, which may be considered Proprietary Information by the Funder. Such information includes without limitation, information related to patents, research, development, computer software, designs or processes, pricing, customer lists, and technical and business information, and know-how of Urban and the Funder. Subrecipient agrees to safeguard and hold in strictest confidence all Proprietary Information.

Urban hereto agrees not to disclose such Proprietary Information to unauthorized parties. The receiving party shall not use Proprietary Information from the other for any purpose other than that as required for the performance of this Subgrant. Each party shall designate in writing one or more individuals as the only person(s) authorized to receive Proprietary Information exchanged between the Parties pursuant to this Subgrant. Except as required in the performance of this Subgrant, neither this Subgrant nor the furnishing of any information hereunder by Urban shall grant Subrecipient, by implication or otherwise, any license under any invention, patent, trademark or copyright.

The restrictions set forth in the foregoing provisions of this article shall not apply to information: (a) which was at the time of the receipt otherwise lawfully known to the recipient independently of the disclosing party; (b) which was at the time of receipt lawfully within the public knowledge; (c) which subsequently is lawfully developed independently by the recipient; (d) which subsequently is lawfully acquired from a third party without coordinating restriction on use; or (e) which is otherwise classified or regulated by state or federal law or regulation, including but not limited to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

In furtherance of the information in which the restrictions set forth above shall not apply as included at subsection (e), the parties agree that the Subrecipient

(Ramsey County) does not agree to any term in the Subgrant Agreement that is in conflict with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13. The Subrecipient (Ramsey County) will keep all confidential, proprietary, private, trade secret, etc. data pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13). The Subrecipient (Ramsey County) must comply with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Subrecipient (Ramsey County) under the Subgrant Agreement.

Subrecipient shall return all Proprietary Information to Urban upon Urban's request or upon termination of this Subgrant, whichever occurs first. This article shall survive termination of this Subgrant.

- C. **Privity:** This Subgrant is funded in whole or in part with funds from the Funder. Neither the Funder nor any of its departments, agencies, or employees or will be a party to this grant. No privity of contract between the Funder and Subrecipient is established by this Subgrant. All communications regarding this Subgrant must be directed to Urban and not to the Funder.
- D. **Organizational Conflict of Interest:**
- i. The Subrecipient represents that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, or that the Subrecipient has disclosed all such relevant information.
  - ii. The Subrecipient agrees that if an actual or potential organizational conflict of interest is discovered after award, the Subrecipient will make a full disclosure in writing to Urban. This disclosure will include a description of activities that the Subrecipient has taken or proposes to take, after consultation with Urban, to avoid, mitigate, or neutralize the actual or potential conflict.
  - iii. Remedies – Urban may terminate this Subgrant for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subrecipient was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to Urban, Urban may terminate the Subgrant for default.
  - iv. The Subrecipient further agrees to insert provisions that will conform substantially to the language of this clause, including this subparagraph (d), in any lower-tier award or consultant agreement arising out of this Subgrant.



- E. **Non-liability:** Urban and the Funder cannot assume any liability for accidents, illnesses, losses, claims or liability of any kind arising out of any work performed by Subrecipient supported by this Subgrant or for unauthorized use of patented or copyrighted materials by Subrecipient. In addition, Urban and the Funder do not assume any liability for any third-party claims for damages arising out of this Subgrant. The Subrecipient is advised to take such steps as may be deemed necessary to insure or protect itself, its employees and its property.
- F. **Indemnification:** Subrecipient shall defend, indemnify and hold Urban, Urban’s subsidiaries, affiliates, directors, officers, agents and employees, and each of them, and Urban’s Funder harmless against any injury, death, suit, claim or other loss (“Loss”), including expenses and actual attorneys’ fees, arising from or in connection with this Subgrant or the breach thereof, except to the extent that such loss was caused by the negligence and willful misconduct of the Urban.
- Urban shall indemnify and hold Subrecipient harmless to the extent that such Loss was caused by the negligence and willful misconduct of Urban.
- G. **Notification of Claims:** Subrecipient shall promptly notify Urban of the assertion, filing or service of any lawsuit, claim, demand, action, liability or other matter that is or may be covered by this indemnity, and shall immediately take such action as may be necessary or appropriate to protect the interests of Urban, its officers, directors, employees and agents. Urban shall at all times have the right to direct the defense of, and to accept or reject any offer to compromise or settle, any lawsuit, claim, demand or liability asserted against Subrecipient or any of its officers, directors, employees or agents. The duties and obligations of Subrecipient created hereby shall not be affected or limited in any way by Urban.
- H. **Non-Solicitation of Employees:** During the term of this agreement, and for one year thereafter, neither party shall knowingly solicit for hire any technical or professional employee of the other party who has been directly involved with the work performed under this Subgrant. However, this shall not be construed to restrict, limit, or encumber an employee’s rights granted by law.

## Article II. STANDARDS OF CONDUCT

- A. **Ethics:** Subrecipient shall adhere to the highest standards of ethical competence and integrity in performance of this agreement, having due regard for the nature and purpose of Urban as an organization, and ensure that employees assigned to perform any obligation under this agreement conduct themselves in a consistent manner.
  
- B. **Compliance with the Law:** Subrecipient represents and warrants that it is, and shall continue to be, in compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction, including, without limitation, any anti-bribery statutes.
  
- C. **Debarment and Suspension:** In accepting this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any US Federal department or agency. Any change in the debarred or suspended status of the Subrecipient during the life of this agreement must be reported immediately to Urban. Subrecipient agrees to incorporate the Debarment and Suspension certification into any lower-tier award that they may enter into as part of this agreement.
  
- D. **No Gifts or Benefits; No Improper Payments:** Subrecipient represents and warrants that it has not offered or paid any direct or indirect gifts, favors, or benefits arising from this agreement to any employee or representative of Urban or their relatives. Subrecipient agrees and represents that, in connection with its performance hereunder; it has not and will not make any payments or gifts or any offers or promises of payment or gifts of any kind, directly or indirectly, to any official of any government, government agent, government instrumentality or to any political candidate. This agreement will become null and void if the Subrecipient makes any such offer, promise, payment or gift in connection with performance of this agreement.
  
- E. **Anti-Lobbying:** No Subgrant funds are to be shared with or used to pay fees or wages for the services of fundraising firms and no portion of the Subgrant may be used for any attempt to influence legislation within the meaning of Internal Revenue Code Section 501(h) or the local law governing nonprofit entities

applicable to Subrecipient, to influence the outcome of any specific election, or to carry on directly or indirectly any voter registration drive.

Specifically, the Subrecipient agrees not to use any portion of the Subgrant or any income derived from the Subgrant for the following:

- To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code;
- To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code. Activities shall be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations; or
- To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.

F. **Equal Employment Opportunity:** All contracts to be performed in the United States, or to be performed with employees who were recruited in the United States, shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent required by the foregoing.

G. **Discrimination Prohibited:** Subrecipient and any authorized lower-tier subrecipients and contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Subgrant, with respect to the hire, tenure, term, conditions, or privileges of employment because of his/her race, color, religion, sexual identity, sexual orientation, disability, national origin, ancestry, or status as a veteran. The Subrecipient and its lower-tier subrecipients and contractors, if any, shall also comply with all applicable federal provisions, statutes and regulations relating to

nondiscrimination and equal employment opportunity including all relevant sections of the American with Disabilities Act of 1990.

- H. **No Retaliation:** Subrecipient shall not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against, any of its employees in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Urban, or other proper authority, information relating to violation of this article, including, without limitation, any substantial violation of law relating to the performance of this agreement.
  
- I. **Human Subjects Research:** The Subrecipient is responsible for the protection of the rights and welfare of any human subjects involved in research, development and related activities supported by this Subgrant. The Subrecipient, and any lower-tier subrecipients or contractors shall also comply with all applicable federal provisions, statutes and regulations relating to the protection and privacy of human subjects, and the law and regulations of individual states and any related requirements outlined in Appendix C, if applicable. Such requirements include, but are not limited to conducting the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time). Subrecipient shall also obtain and maintain institutional review board (IRB) approval, either by an internal IRB or through a contracted agency and obtain informed consent of participating research subjects. Subrecipient must notify Urban immediately of any breach of personally identifiable information (PII) or any other violation related to the requirements stated herein and shall assume all financial responsibilities related to any such violations.

The requirements herein apply to all subawards and contracts at any tier issued by the Subrecipient in its conduct of the work supported under the Subgrant.

- J. **Anti-Terrorism:** Subrecipient acknowledges that U.S. Executive Order 13224 and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Subrecipient is responsible to comply with this Executive Order and any applicable U.S. law.

- K. **Anti-Trafficking in Persons Directive:** Subrecipient acknowledges that, Urban is opposed to human trafficking, prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to engage in trafficking in persons or to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

### **Article III. WORK PRODUCT AND ACKNOWLEDGMENTS**

#### **A. Intellectual Property:**

- i. The work of Subrecipient under this Subgrant includes the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology (“Funded Developments”) shall be owned by the Subrecipient. Accordingly, Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Subgrant.
- ii. Subrecipient represents and warrants that that the material produced under this Subgrant will be original and not infringe upon any copyright or any other right of any other person and has not previously been published.

#### **B. Publications:**

- i. All publicity, publications, and notices produced or released regarding this Subgrant shall acknowledge Urban and the Funder. Subrecipient will allow Urban to review and approve the text of any proposed general publicity, to include any acknowledgement language, concerning Urban, Funder and this Subgrant prior to its release.
- ii. The Subrecipient agrees to furnish Urban’s Technical Contact with copies of any such news releases, papers or other Funded Development within ten (10) days after such release.
- iii. Use of logo. With the exception of approvals granted pursuant to the section B.i. above, the Subrecipient shall not use Urban or Funder name, brand, logo, or marks without prior approval from Urban. Subrecipient, Urban or Funder shall not defame the other in any public communication.

**Article IV. STOP WORK, TERMINATION AND DISPUTES**

- A. **STOP WORK:** Urban may at any time, by written order to the Subrecipient require the Subrecipient to stop all, or any part, of the work called for by a Work Order issued under this agreement for a period of 90 days after the order is delivered to the Subrecipient, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Subrecipient, or within any extension of that period to which the Parties shall have agreed, Urban shall either:
- i. Cancel the stop-work order; or
  - ii. Terminate the work covered by the order as provided in the Termination clause of this agreement.
- B. **TERMINATION:** This Subgrant may be terminated, in whole or in part in the following situations:
- i. By Urban, if the Subrecipient materially fails to comply with terms and conditions of this Subgrant. Subrecipient shall immediately cease to incur further costs upon notification by Urban.
  - ii. By mutual agreement of the Parties, in which case the two Parties shall agree upon the termination conditions, including the effective date, the return of any unspent funds, and, in the case of partial termination, the portion to be terminated.
  - iii. By Urban, if the Funder determines that continuation of all or part of the funding for this Subgrant should be suspended or terminated. Subrecipient shall cease to incur further costs upon notification by Urban.
- C. **Disputes, Claims and Appeals:** Urban and Subrecipient shall work together in good faith in an attempt to resolve any dispute arising under this Subgrant.

Any dispute between the Parties as to matters arising pursuant to this Subgrant that cannot be settled amicably within fifteen (15) days after receipt by one party of the other party's request for such amicable settlement shall be submitted to and resolved by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and at its office located in the District of Columbia. The resolution of the AAA shall be binding on the parties and either party may enter any judgment or award rendered by the AAA in any court of competent jurisdiction. Both Parties shall be subject to the personal jurisdiction of the courts

located in the District of Columbia and waive the right to assert lack of personal jurisdiction in any legal procedure.

- D. **Force Majeure:** Any delay or failure of the Subrecipient to fulfill the required obligations shall be excused if and to the extent caused by acts of God, fire, storm, lockout, strike, terrorist act, flood, sabotage, embargo, war (whether declared or not), riot, or other causes beyond the reasonable control of the Subrecipient.

If the Subrecipient asserts Force Majeure as an excuse for failure to perform their obligations, then the Subrecipient must:

- i. notify Urban of the likelihood or actual occurrence of an event described in this clause;
- ii. prove that reasonable steps were undertaken to minimize delay or damages caused by foreseeable events; and
- iii. fulfill all non-excused obligations.

Upon review of Subrecipient's notice, Urban shall determine whether the term of the Subgrant shall be extended for a reasonable time period to complete activities interrupted by the delays.

#### **Article V. RECORD RETENTION AND FILE MANAGEMENT**

- A. The Subrecipient agrees to maintain complete and accurate records of receipts and expenditures and make its books and records available to Urban at reasonable times upon its request. Subrecipient will maintain books, accounts, and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of funds. No "off the books" or unrecorded funds or accounts shall be created or maintained for any purpose. Furthermore, Subrecipient will maintain records of expenditures charged against the Subgrant that are adequate to identify the use of the funds in compliance with the purposes and restrictions specified in this agreement.
- B. **Record Retention:** Subrecipient shall retain all records related to this Subgrant for at least four (4) years after expiration of the Subgrant term. Subrecipient shall agree promptly to furnish Urban and/or Funder with copies of such documents upon Urban's request and to make books and records available for inspection at reasonable times.
- C. **Audit:** At Urban or Funder expense, either may audit or have audited Subgrant-related books and records, and Subrecipient shall provide all necessary assistance in connection therewith.

- D. **Site Visits:** Urban may, at its expense, monitor and conduct an evaluation of operations under the Subgrant, which may include visits by representatives of Urban or its Funder to observe the Subrecipient's program, procedures and operations, and discussions of the program with Urban or Funder personnel.

#### **Article VI. MISCELLANEOUS**

- A. **Governing Law:** This Subgrant shall be governed by the laws of the District of Columbia and, where applicable by virtue of preemption, under the laws of the United States of America. Each party, unless prohibited by law, hereby consents to personal jurisdiction and venue in the courts of the District of Columbia or in any federal court located in the District of Columbia if any suit is brought under the terms of or relating to this Subgrant.
- B. **Insurance:** Subrecipient shall maintain at its own expense adequate insurance as is reasonable and customary for similar organizations in any and all forms necessary to protect both Subrecipient and Urban against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out or resulting from performance of this Subgrant.

Subrecipient will comply with any and all applicable state laws regarding auto liability and worker's compensation insurance, to the extent applicable to the Subrecipient. Although Urban may request evidence of certain minimum insurance coverage from Subrecipient, nothing contained herein shall abridge, diminish, or affect Subrecipient's responsibility for the consequences of any accidents, occurrences, damages, losses, and associated cost arising out of or resulting from performance of this Subgrant.

Subrecipient shall ensure that approved subrecipients or subcontractors obtain and maintain appropriate insurance against liability for injury to persons or damage to property arising from activities relating to the Subgrant.

- C. **Incorporation of the Prime Award:** Subrecipient assumes toward Urban some of the obligations and responsibilities that Urban assumes towards the Funder in the Prime Award grant agreement as they relate to the Program Description. Applicable provisions of the prime award grant agreement are incorporated herein by reference in Appendix C (Mandatory Prime Award Provisions).
- D. **Assignment/Subawards:** Unless described in the application and funded by this Subgrant, the Subrecipient shall not assign this Subgrant nor any rights or obligations herein, nor subcontract or subgrant any funds under this Subgrant without the prior written consent of Urban's Contractual Contact. This provision



does not apply to the purchase of supplies, material, equipment or general support services.

Subrecipient shall incorporate the applicable provisions of this Subgrant in any approved lower-tier subagreements.

- E. **Delays:** Whenever the Subrecipient knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this Subgrant, the Subrecipient will, within 30 days, notify Urban, in writing, providing all relevant information with respect to the delay.
- F. **Severability:** If any covenant or other provision of this agreement is invalid, illegal or incapable of being enforced by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provisions unless so expressed in this agreement.
- G. **Waiver:** No failure of a party to exercise any right or to insist upon strict compliance by the other party with any obligation and no custom or practice of the Parties at variance with this agreement shall constitute a waiver of the right of a party to demand exact compliance. Waiver by one party of any particular default by the other party shall not affect or impair a party's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of a party to exercise any rights arising from such default affect or impair the rights of that party as to such default or any subsequent default.
- H. **Order of Precedence:** Any inconsistency or conflict in the terms and conditions specified in this Subgrant shall be resolved according to the following order of precedence:
  - I. Part I - Schedule
  - II. Part II - General Terms and Conditions
  - III. Part III - Appendices in the following order of precedence:
    - Appendix C – Mandatory Prime Award Provisions
    - Appendix A – Program Description
    - Appendix B – Subgrant Budget

## PART III – APPENDICES

### APPENDIX A - PROGRAM DESCRIPTION

#### I. Background

With support from the Bill and Melinda Gates Foundation, the Urban Institute conducted a RFI/P two-stage competitive process to select a group of 8 counties to compose an Upward Mobility Cohort. These Subrecipients will receive funding, tailored technical assistance from Urban experts, and peer learning opportunities within the cohort to help county leaders use the mobility metrics to inform decision making and develop a Mobility Action Plan. This plan will reflect a comprehensive approach to upward mobility and will identify key challenges across policy areas that inhibit local mobility. The plan will also highlight strategies to improve local conditions for mobility and outcomes for residents, as informed by data and community voices.

#### II. Subrecipient Activities/Tasks

This engagement will require frequent communication and consistent partnership between Urban and a team of county staff led by a senior team member. To that end, the Subrecipient will be expected to perform the following tasks:

- **Assign senior leadership.** Subrecipient will assign a senior county staff member as primary point of contact and assemble a team of county staff with the relevant skills and expertise to collaborate with the Urban technical assistance team to conduct the activities described below. The county team is expected to have established support with the elected county leader(s) and to keep elected leadership updated on project progress.
- **Participate in tailored technical assistance provided by Urban** throughout the Subgrant term, (virtually and in-person, as conditions permit) to include participation in regular meetings (typically biweekly) and completing agreed-upon work in between meetings.
- **Data analysis.** With support from Urban, Subrecipient will work with cross-sector leaders to examine more deeply how the Subrecipient’s mobility metrics compare with other jurisdictions, and to analyze administrative data to better understand any disparities and to create strategies to help target those specific places and people identified.
- **Stakeholder engagement.** With support from Urban, Subrecipient will convene a cross-sector “mobility coalition” of local leaders and experts—or partner with an existing local coalition focused on mobility—who will guide development of the county-specific Mobility Action Plan. This assistance will

take the form of advising on identifying stakeholders and groups for outreach and contributing to planning and presenting at mobility coalition meetings.

- **Policy and programmatic advising.** With support from Urban, Subrecipient will develop a Mobility Action Plan that will demonstrate community priorities for promoting upward mobility as informed by the mobility metrics and local data. The plan will engage with all 25 metrics while highlighting particular challenges and policy areas. The plan will recommend evidence-informed policies and programs that have been shown to improve mobility outcomes in other communities. These strategies will cut across sectors and may include new proposed investments and revisions to existing policies and programs. Urban will provide the Subrecipient with advisory support on effective strategies identified by Urban researchers. Urban will also help Subrecipient to consider approaches to implement these strategies, including through research on potential public and private funding streams.
- **Original data collection (subset of sites).** If Subrecipient is selected to receive technical support for original data collection, you will be expected to work collaboratively with Urban to collect representative local data on the metrics for which there is no national data source (overall health, belongingness, social capital, and exposure to trauma).
- **Peer-learning opportunities.** Subrecipient will participate in convening's, workshops, dialogues, and trainings (virtual and in-person, as conditions permit) to share knowledge across the cohort about strategies to promote upward mobility and help develop best practices. Subrecipient will also gain insights from experts from other organizations working on economic and social mobility who will participate in convening's and events. These sessions will offer a forum for the sites to both learn from others in the cohort and share their own efforts.
- **Elevation of local efforts.** Through the technical assistance engagement, Subrecipient will have the opportunity to share their work through Urban's channels and contribute to the field.
- **Implementation of Mobility Action Plan.** At the end of the technical assistance period, the Subrecipient should be prepared to implement its Mobility Action Plan.

### III. Milestones

The following milestones will be used to ensure that the partnership is meeting established goals and timelines. Urban recognizes that technical assistance processes will vary to match community needs and so will aim to be flexible and collaborative in addressing deviations from milestones.

	<b>Milestone</b>	<b>Date</b>
1.	Finalize core project team and establish designated point of contact between Urban and the county	February 28, 2021
2.	Participate in technical assistance calls and learning opportunities to refine strategic priorities	April 30, 2021
3.	Launch of local Mobility Coalition	June 30, 2021
4.	Outline of Mobility Action Plan	October 31, 2021
5.	Draft of Mobility Action Plan	January 31, 2022
6.	Final Mobility Action Plan	May 31, 2022

**APPENDIX B - SUBGRANT BUDGET**

**Year 1 Budget Period:** January-December, 2021

SALARY/WAGES				
Name	Title	FTE or # of hours	Annual salary or hourly rate	Amount
Cassie Fitzgerald	Project Coordinator	0.25 FTE	\$80,000	\$20,000
SALARY/WAGES SUBTOTAL				\$ 20,000
FRINGE BENEFITS				\$ 8,000
SUBCONTRACTS/CONSULTANTS				\$ 40,000
Community engagement: outreach, events and individual compensation				\$ 12,500
<b>TOTAL</b>				<b>\$ 80,500</b>

**Year 2 Budget Period:** January-June, 2022

SALARY/WAGES				
Name	Title	FTE or # of hours	Annual salary or hourly rate	Amount
TBA	Project coordinator	0.30 FTE	\$80,000	\$12,000
SALARY/WAGES SUBTOTAL				\$ 12,000
FRINGE BENEFITS				\$ 5,000
SUBCONTRACTS/CONSULTANTS				\$ 20,000
Community engagement: outreach, events and individual compensation				\$ 7,500
<b>TOTAL</b>				<b>\$ 44,500</b>

**BUDGET SUMMARY**

**Budget Period: January 2021-June 2022**

SALARY/WAGES	\$ 32,000
FRINGE BENEFITS	\$ 13,000
SUBCONTRACTS/CONSULTANTS	\$ 60,000
Community engagement: outreach, events and individual compensat	\$ 20,000
<b>TOTAL</b>	<b>\$ 125,000</b>

## APPENDIX C - MANDATORY PRIME AWARD PROVISIONS

The following Prime Award conditions are hereby incorporated in this Subgrant.

- Communication:** All communications with and submissions of publications to the Funder shall be handled via Urban.
- A. **Charitable Purpose:** Subrecipient agrees to use the funds only for the purposes described in this Subgrant Agreement, and to so designate the funds in Subrecipient's records. The Subrecipient further agrees to use the funds for exclusively charitable scientific, and/or education purposes as defined from the time to time by Internal Revenue Code within the meaning of Section 501(C)(3) and equivalent provisions of applicable law, and not to use the funds in violation of the provisions of the Internal Revenue Code governing subrecipients of private foundations.
- B. **Global Access Commitment:** Subrecipient agrees to conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Parties Global Access commitments will survive the term of this Agreement.
- C. **Humanitarian License:** Subject to applicable laws and for the purpose of achieving Global Access, Subrecipient grants Urban and Funder a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology.  
Subrecipient confirms that they have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. Subrecipient must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, Subrecipient must promptly make available the Funded Developments and Essential Background Technology to Urban and/or Funder for use solely under this license. If Subrecipient demonstrates to the satisfaction of Urban and or/ Funder that Global Access can best be achieved without this license, Urban and/or Funder and Subrecipient will make good faith efforts to modify or terminate this license, as appropriate.
- D. **Publication:** Consistent with Your Global Access commitments, if the Program Description specifies Publication or Publication is otherwise requested by Urban or the Funder, Subrecipient will seek prompt Publication of any Funded

Developments consisting of data and results. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If Subrecipient seeks Publication in a peer-reviewed journal, such Publication shall be under "open access" terms and conditions.

Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. Subrecipient will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

- E. **Intellectual Property Reporting:** During the term of this agreement and for 5 years after, Subrecipient will submit upon request annual intellectual property reports relating to the Funded Developments, Background Technology, and any related agreements using the BILL & MELINDA GATES FOUNDATION templates or forms, which the Funder may modify from time to time.
  
- F. **Internal or Third Party Audit:** If during the term of this agreement Subrecipient is audited by your internal audit department or by a third party, Subrecipient will provide the audit report to Urban upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("Remediation Plan"). The Remediation Plan must include (a) details of actions Subrecipient will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.