

4/24/2024

Board of County Commissioners Palm Beach County
301 N Olive Ave.
West Palm Beach, FL 33401

Reference: Urban Institute Delegated Signature Authority

Dear Board of County Commissioners:


As the Urban Institute's Vice President, Controller & Treasurer, I hereby state that Lisa Fischer and Perrinne Wooten are willed signature authorities on behalf of our institution. Contact information for each appears below:

Lisa Fischer
Director, Subawards
E-mail: lfischer@urban.org
Phone: 202-261-5338

Perrinne Wooten
Senior Contracts Administrator
Email: pwooten@urban.org
Phone: 202-261-5280

Should you have any questions in reference to this request, please do not hesitate to contact me using the information below.

Sincerely,

DocuSigned by:

Robert M. Buchanan

Robert M. Buchanan, Vice President,
Controller & Treasurer

E-mail: rbuchanan@urban.org
Phone: 202-261-5322

500 L'Enfant Plaza SW
Washington DC 20024

urban.org



**TRAINING AND TECHNICAL ASSISTANCE PARTNERSHIP AGREEMENT
102753-TTAPA-022-PBC-01**

The Urban Institute (“Urban”) is hosting the Mobility Action Learning Network (“Network”), which is an opportunity for selected teams of local leaders across the United States to receive pro-bono technical assistance from Urban for advancing locally driven programs, policies, and actions that boost upward mobility from poverty and racial equity. In response to the application submitted by Board of County Commissioners Palm Beach County (“Network Member”) on September 6, 2023, on behalf of its assembled team of organizations (“Mobility Action Team” or “Team”) Urban is pleased to initiate this Training and Technical Assistance Partnership Agreement (“TTAPA” or “Agreement”), which details the expectations for participation in this Network. Urban and Network Member shall each be referred to herein individually as a “Party” or collectively as the “Parties”.

Summary Information Table

Urban Institute The Urban Institute 500 L’Enfant Plaza SW Washington, DC 20024	Network Member Board of County Commissioners Palm Beach County 301 N Olive Ave. West Palm Beach, FL 33401
Urban Point of Contact Allison Dahl Senior Project Manager adahl@urban.org	Network Member Point of Contact James Green Director, Community Services Department jgreen1@pbcgov.org
Agreement Number 102753-TTAPA-022-PBC-01	Period of Performance November 13, 2023 – December 13, 2024

Part I - SCHEDULE

1. OBJECTIVES AND ACTIVITIES

Objectives and activities and the Parties’ respective responsibilities are set out in Appendix A (the “Scope of Work”). The Parties will each carry out such responsibilities in accordance with this TTAPA.

2. PERIOD OF PERFORMANCE

The period of performance for this Agreement is designated as November 13, 2023 – December 13, 2024. The Parties may extend the Agreement through a modification which shall be executed by both Parties.

3. NOTICES

Any notice, request, document, or other communication submitted by either Party to the other Party related to the terms of 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 Agreement.

4. FUNDING

With the exception of certain travel costs as outlined in Article 5. Learning Exchange, the Parties will each be responsible for acquiring and maintaining funding for their respective activities.

5. LEARNING EXCHANGE

Network Member and its Mobility Action Team will be invited to participate in an in-person learning exchange in Washington, DC, on January 24 and 25, 2024. At this event, participants will get an opportunity to meet others in the Network, receive trainings on the Upward Mobility Framework, and connect with experts in the field. Travel and accommodation costs for attendance will be covered for up to three (3) participants from the Network Member and its Team.

Urban has maintained cautious COVID-19 guidance that ensures the health of employees and visitors. Though policies are subject to change, currently proof of COVID-19 vaccination, including one booster shot, is required to attend events in person at Urban. Participants must be prepared to show proof of vaccination upon arrival or during the travel confirmation process. Masking may be required.

6. COOPERATION AND REPORTING

There may be opportunities for Network Member and its Team to provide insights, such as lessons learned, success stories, etc., for Urban to share in public-facing materials with external audiences. Should these opportunities arise, Urban will coordinate with Network Member to gather insights and provide an opportunity to review the materials for accuracy.

7. RESPONSIBILITIES FOR OWN ACTIONS

Each Party will have sole responsibility for the planning, management, and implementation of its own activities relating to the work under this Agreement,

including, without limitation, managing its project budget, hiring, assigning, and managing employees, and paying expenses.

8. CONTRACTS WITH OTHER PARTIES

Each Party may be required to enter into contracts with third parties in order to carry out its respective project responsibilities. These contracts will be the sole responsibility of the entity entering into such contracts; neither Party will assume any liability for or guarantee the performance of the other in conjunction with any of these contracts.

9. AGREEMENT CHANGES

If either Party believes its Network involvement, as outlined in the Scope of Work, should be adjusted significantly, it will so advise the other Party, with any proposed changes agreed upon in writing by both Parties.

10. ENTIRE AGREEMENT

This Agreement, together with the Appendices attached hereto, represents the exclusive agreement between the Parties and supersedes all prior understandings or agreements between the Parties regarding the matters herein.

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

FOR URBAN:

FOR NETWORK MEMBER:

DocuSigned by:
Lisa Fischer
 (Signature) BD6FE121550F49D...

Lisa Fischer
 (Name)

Director, Subawards
 (Title)

4/8/2024
 (Date)

(Signature)

Maria Sachs
 (Name)

Mayor
 (Title)

(Date)

Approved As to Terms and Conditions

DocuSigned by:
Taruna Mallotra
 By: 1439F2101F1049C...
 Department Director

102753-TTAPA

Approved As to Form and Legal Sufficiency

DocuSigned by:
Shane C. Arizid
 By: 1439F2101F1049C...
 Senior Assistant County Attorney

3

Joseph Abruzzo
Clerk of the Circuit Court and
Comptroller
Palm Beach County

By: _____
Deputy Clerk

DEC2023

PART II - GENERAL TERMS AND CONDITIONS

1. RELATIONSHIP BETWEEN THE PARTIES

a. **Independent Parties:** The Parties are and will remain independent contracting parties. The arrangements contemplated by this TTAPA do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Party has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience.

b. **Confidential Information:**

Proprietary or otherwise privileged or confidential information ("Confidential Information") developed or disclosed by either party under this Agreement shall be clearly labeled and identified as confidential information by disclosing party at the time of disclosure. Confidential information may be disclosed as required by law. Confidential Information includes without limitation, information related to patents, research, development, computer software, designs or processes, pricing, trade secrets, customer lists, and technical and business information, and know-how of Urban or Network Member. Although it is not anticipated that Confidential Information will be exchanged under this Agreement, the Parties agree to safeguard and hold in strictest confidence all Confidential Information.

The restrictions set forth in the foregoing provisions of this clause 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; or (d) which subsequently is lawfully acquired from a third party without coordinating restriction on use.

This section shall survive the termination of this Agreement.

c. **Organizational Conflict of Interest:** Network Member represents that, to the best of its knowledge and belief, that at the time of the signing of this Agreement, it is not adversely affected by an organizational conflict of interest. Network Member agrees that if an actual or apparent organizational conflict of interest is discovered after TTAPA execution, it will make a disclosure in writing to Urban. Should Urban determine that an organization conflict of interest exists or may exist that cannot be reasonably mitigated, the Agreement may be terminated at Urban's discretion without liability to Urban or its funder(s).

d. Each party shall be responsible for its own acts or omissions or negligence, including those of its officers or employees, in connection with its performance of its professional duties as set forth in this Agreement, to the full extent allowed by law. This shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall it be construed to constitute agreement by either party to indemnify the

other party for such other party's negligent, willful or intentional acts or omissions.

2. INTELLECTUAL PROPERTY/PUBLICATIONS/COMMUNICATIONS

- a. In carrying out the work under this Agreement, the Parties may share methodologies, documents and other materials with each other and the Network Member's Mobility Action Team. Each Party grants to the other a royalty-free, non-exclusive, non-transferable, non-sublicensable, and irrevocable license to use such materials for the sole purpose of carrying out the work under this Agreement. Network Member represents that it has obtained all appropriate licenses and rights to use any and all pre-existing work and material provided to Urban, including those from its Mobility Action Team members.
- b. Neither Party shall publish, release, or otherwise disseminate any research reports, data, analysis, or any research product relating to this Agreement that includes the other Party's name without review and written approval from the other Party.
- c. For the sake of clarity, each Party owns, and will continue to own, all right, title and interest, including all copyright rights, in and to its own materials. It is further understood and agreed that each Party will retain all rights, title, and interest in and to any materials it exclusively creates under this Agreement
- d. Network Member will coordinate with Urban, to the extent permitted by law, prior to the release of any public statement (including statements on its website) relating to the Agreement.
- e. Neither Party shall use the trademarks, brands or logos of the other Party without the prior written consent of the other Party. For Urban's written approval, Network Member should contact Katy Napotnik in Urban's Communications department at knapotnik@urban.org. For the sake of clarity, each Party is permitted to use the other Party's name without prior approval so long as its use relates to participation in this Agreement.
- f. Network Member shall not use the name of Urban's funder(s) in external communications, a condition which shall survive the termination of this TTAPA.

3. TERMINATION

- a. **Mutual Agreement:** This TTAPA may be terminated in writing signed by the Parties that states their intent to terminate this TTAPA and the date upon which such termination will take effect.
- b. **Termination Notice:** Either Party may on its own terminate the TTAPA at any time by providing written notice of that decision to the other. Such a termination will be effective 30 days after receipt of notice by the non-terminating Party.
- c. **Termination for Breach:** If either Party breaches any of its obligations under this TTAPA, the non-breaching Party may provide the breaching Party with

written notice of the breach. If the breaching Party fails to cure the breach within 15 days after receipt of such notice, the non-breaching Party may terminate this TTAPA upon delivery to the breaching Party of a written notice to that effect, with the termination effective upon receipt of such notice by the breaching Party. The non-breaching Party may in its reasonable discretion determine whether the breach has been cured.

4. MISCELLANEOUS

- a. **Governing Law:** Reserved.
- b. **Insurance:** Network Member shall maintain at its own expense adequate insurance as is reasonable and customary for similar organizations, and as required by Florida state law, to protect against all liabilities, losses, damages, claims, settlements, and expenses arising out or resulting from performance of this Agreement.
- c. **Severability:** If any term or other provision of this Agreement is determined to be unenforced, void, or contrary to law by a competent authority all other terms and provisions shall remain in full force and effect. In the event a term or provision is unenforceable, it will be modified to the extent necessary for enforcement or replaced by another provision to achieve the same result.
- d. **Waiver:** Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach be construed as continuing waiver of other breaches of the same or other provisions of the TTAPA.
- e. **Assignment:** Neither Party may, directly or indirectly, assign its rights or delegate its duties under this TTAPA to anyone else without the prior written consent of the other Party, except that either may assign all of its rights and obligations under this TTAPA without the other's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.
- f. **Order of Precedence:** Any inconsistency or conflict in the terms and conditions specified in this Agreement shall be resolved according to the following order of precedence:
 - I. Part I - Schedule
 - II. Part II - General Terms and Conditions
 - III. Part III - Appendix A – Scope of Work

PART III - APPENDIX A - SCOPE OF WORK

1. Background

The Urban Institute is hosting the Mobility Action Learning Network, which is an opportunity for teams of local leaders across the United States to receive pro-bono technical assistance from the Urban Institute for advancing locally driven programs, policies, and actions that boost upward mobility from poverty and racial equity. Network Members and their Mobility Action Teams will receive technical assistance for 12 months in the form of virtual workshops, peer-learning opportunities, and advisory support calls with Urban Institute experts. Urban will cover costs related to travel and accommodations associated with attending an in-person learning exchange. Network Members and their Teams will leave the network with an increased capacity and understanding of how to apply the Upward Mobility Framework to address local challenges and will also have connected with several peer communities working toward similar goals.

2. Network Member and Mobility Action Team Activities

Network Members and Mobility Action Teams will receive targeted training and tools as part of a technical assistance learn and share track. Within each track, Urban will host a series of workshops that will provide concrete tools and peer-learning opportunities to connect with other Mobility Action Teams working toward similar goals. Workshops will have set topics and learning goals, and teams will receive coaching from an expert working in that topic area. All participants will begin by examining their local Mobility Metrics, and then learn strategies to accelerate change that align with their local conditions. Network Members and Teams will participate in one of the following tracks: (1) Using data for decision-making; (2) Building coalitions; (3) Empowering community partners; or (4) Measuring impact.

In addition to the learn and share tracks, Network Members and Mobility Action Teams will receive the following technical assistance:

- **Trainings on the Upward Mobility Framework (virtual):** Urban will offer network-wide core trainings on topics critical to boosting upward mobility and advancing racial equity work. These include the three-part definition of mobility from poverty, the Upward Mobility Framework, the Mobility Metrics, and how to advance racial equity through mobility work.
- **One-on-one advisory support calls (virtual):** Urban will hold meetings for Network Members and Mobility Action Teams to connect with experts and receive advisory support. This is where Teams can receive feedback as they apply the lessons from workshops, discuss roadblocks, and get resources and guidance on ways to accelerate local efforts to advance mobility.

- **All-network learning exchange (in-person):** Network Members and Mobility Action Teams will be invited to participate in an in-person learning exchange in Washington, DC, on January 24 and 25, 2024. At this event, participants will get an opportunity to meet others in the Network, receive trainings on the Upward Mobility Framework, and connect with experts in the field. Travel and accommodation costs for attendance will be covered for up to three (3) participants from each Network Member and its Team.

3. Responsibilities and Expectations

a. **Network Member and Team**

Each locality will be represented as a Mobility Action Team. Teams must comprise government and nongovernment organizations committed to working together to advance upward mobility and racial equity. Each team has identified a lead organization (“Network Member”) with a project coordinator who will coordinate with the Urban Institute as the chief point of contact. The project coordinator will be expected to help coordinate meetings, emails, and other forms of communication for the Mobility Action Team and serve as an advocate to share lessons learned locally. If Urban is not able to consistently reach the project coordinator, it has the right to request a new project coordinator and or/terminate the Agreement.

It is expected that Mobility Action Teams will have at least one representative present at all technical assistance engagements. Engagements should be viewed as required and not optional. Mobility Action Teams will be expected to make a good faith effort to complete the technical assistance engagement activities and homework assignments in a timely manner. Refusal to actively participate in the engagement or consistent failure to complete activities may result in termination of the Agreement.

From time to time, Mobility Action Team members will be asked to complete a short survey or skills assessment, or to participate in a focus group or interview to assess their learning in the cohort and the quality of Urban's technical assistance. The results of these surveys or focus groups will not be shared publicly—they are solely for Urban's internal purpose of improving technical assistance delivery for the current technical assistance engagement and for future technical assistance engagements. Should Urban decide to publish any lessons learned that result from the technical assistance engagement, it will seek permission from Mobility Action Teams to publish specific examples that include the jurisdiction, organization, or individual's name.

In the last month of the Mobility Action Learning Network, all Mobility Action Teams will be expected to present key learnings that have advanced their capacity and understanding of how to apply the Upward Mobility Framework