

AMENDED
MEMORANDUM OF UNDERSTANDING
for the Governance and Administration of
the Community Investment
Partnership

This Memorandum of Understanding (MOU) is entered into by and between the Thurston County Regional Health and Human Services Council (hereinafter the "COUNCIL"), and The United Way of Thurston County (hereinafter "UWTC"), a non-profit corporation, for purposes of defining a structure to manage the COUNCIL and UWTC's combined funding initiative which shall be referred to as the Community Investment Partnership (hereinafter called the "CIP"). The COUNCIL is referenced in the Regional Health and Human Services Interlocal Cooperation Amended Agreement (hereinafter the "Amended HHSC Agreement," attached by reference as Attachment A) between the County and the Cities to facilitate services necessary to address unmet essential basic health and human services needs within the Thurston County region. The UWTC is a fundraising organization working on finding solutions for our most critical issues that provides funding for identified human needs in the Thurston County community.

WHEREAS, the COUNCIL and the UWTC agree to work together and join resources necessary to address common needs in meeting basic health and human services needs within this region; and

WHEREAS, pooling and coordinating health and human services resources can be more effective in meeting these needs; and

WHEREAS, there is a benefit to the participating parties to develop common approaches, common strategies and common performance measures; and

WHEREAS, effectiveness increases with use of Research Based and Promising Practices; and

WHEREAS, the COUNCIL and UWTC recognize the need to create a structure for the CIP to manage the functions and processes identified herein and hereafter.

NOW THEREFORE, in consideration of the mutual promises made and the mutual benefits received, the Parties agree as follows:

I. Formation of the CIP, its Administrative Purpose and Capacity.

The COUNCIL and UWTC approve and accept this MOU for the purposes of detailing the CIP structure and function. The purpose of the CIP is to help allocate a pool of funding contributed by each party to address critical areas of need in health and human services as well as look at avenues toward consolidation and collaboration of other health and human services funding. The general function of the CIP is to identify priorities, for Requests for Proposals (RFPs), identify appropriate projects for funding, and review funded program outcomes.

II. Membership.

- A. The membership of the CIP shall include all members of the COUNCIL and four representatives of United Way of Thurston County.

III. Roles.

- A.
 - 1. The CIP Steering Committee shall include up to eight members of the COUNCIL and four representatives of the UWTC to be selected by the UWTC Board. The CIP agrees to these Guiding Principles:
 - a. Honor the principles of collective impact (common agenda, shared measures, aligned activities, communication and backbone organizations).
 - b. Honor the community work of Thurston Thrives Action Teams when possible.
 - c. Honor the process created by the CIP.
 - d. Fund results, not programs: no proposal/idea is too small or too big.
 - e. Apply fairness, thoughtful progress and transparency.
 - 2. Processes. The CIP Steering Committee shall develop a set of process protocols based on best practices. These protocols are intended to be used in letting RFPs and Contracts.
 - 3. The CIP Steering Committee shall make recommendations on all funded projects through this initiative provided that UWTC will have only one vote for projects being funded with HOME and other state and federal housing funds.
 - 4. Conflicts of interest. A conflict of interest exists if a person or a member of their immediate family receives in any way a direct financial benefit from an applicant for CIP funding. Examples of a conflict of interest include, but are not necessarily limited to, working for the applicant as an employee or engaging with the applicant for a fee as an independent contractor. If a person has a conflict of interest, he or she may not serve on the CIP Steering Committee. If a conflict of interest arises with regard to a person who has already been made a member of the CIP Steering Committee, he or she must immediately disclose the conflict and resign from the CIP Steering Committee. A potential conflict of interests exists if a person or a member of their immediate family has a connection with an applicant for CIP funding, but that connection does not involve the person or a member of their immediate family receiving a direct financial benefit from the applicant. Examples of a potential conflict of interest include, but are not necessarily limited to, serving on the applicant's board of directors, formerly having worked for the applicant or engaged with them as an independent contractor, or making donations to the applicant. If a member of the CIP Steering Committee has a potential conflict of interest, he or she must disclose the conflict to the CIP Steering Committee as soon as possible after the applicant has applied for CIP funding, and thereafter, the member with the potential conflict must recuse him or herself from all

committee discussions, deliberations and voting on the subject applicant's application. This provision is in addition to state and local laws concerning conflicts of interest.

5. None of the participating jurisdictions in the CIP or the United Way may apply for funding from this program.

6. Voting. Each member of the CIP Steering Committee shall have one vote in making recommendations to the Board of Thurston County Commissioners to allocate available funding and recommendations to select proposals. PROVIDED that UWTC members shall have only 1 vote for all county federal, state and local homeless and affordable housing funding (HOME, 2060, 2163, CHG, ESG).

7. The CIP Steering Committee shall appoint technical groups as needed including RFP Review Committees who will submit ratings based on criteria published in the RFP. The CIP shall create an administrative work group comprised of County and UWTC staffs to develop RFPs, advertise and solicit responses, provide outcome reports and any other administrative functions relevant to the accomplishment of the CIP objectives. The administrative work group will provide regular progress reports and performance reviews of funded agency programs to the CIP Steering Committee.

B. Leadership. The CIP shall annually elect Co-Chairs (one each from the HHSC and the UWTC) to manage the administrative tasks necessary to the CIP's functions. The Co-Chairs shall preside over the CIP meetings.

C. Administrative Staff. Staff functions may include: 1) support for the CIP activities in support of their member(s) including staffing the meetings; 2) preparing and releasing RFPs 3) contract management, and; 4) resources for special projects, (e.g. data collection, quality improvement and reports).

a. Administrative staff functions for County staff shall be funded entirely by the administrative allocation of the COUNCIL, and shall not exceed the funding allocated and available for these activities as identified in the Agreement.

b. Administrative functions for UWTC shall be funded by UWTC and shall not exceed the funding allocated and available for these activities. If there are additional requested activities, the CIP will identify and approve strategies to address the need for additional administrative funding and how these services will be provided.

D. Public. All meetings will be noticed public meetings as per RCW 42.30. The CIP will make all materials related to the RFP process, applications, reports and other related materials available for public review. The COUNCIL'S staffing agency, as set forth in the Agreement, will ensure notice requirements are met, minutes of meetings are kept and all necessary documents are retained.

IV. **Funding Principles.**

- A. For the COUNCIL, as set forth in the Amended HHSC Agreement, the annual amount allocated by each participating jurisdiction to the COUNCIL shall be an amount not less than one half of one percent of that member's prior year general sales and use taxes (excluding criminal justice and treatment sales tax collection). Unspent COUNCIL funds will be administered consistent with the terms of the Agreement.
- B. A single RFP will be available on or about February 15th of each year for proposals to be submitted on or about April 15th and to be awarded by June 15th of each year.
- C. Funds will be awarded to service providers in a timely manner based on identified priorities established by the CIP Steering Committee.
- E. The CIP Steering Committee will appoint RFP Committee(s) who will submit their ratings based on criteria published in the RFP to the CIP.
- F. The intent of this MOU is to provide clear guidance to the parties that for the allocation of and approval of HOME and other state and federal housing funds, the Thurston County Board of County Commissioners has final approval of the award selection and authorization of funding the grants. With respect to United Way and HHSC funds, the Thurston County Board of County Commissioners will authorize funding these grants, but will not have authority to change the award selection.
- G. The CIP desires and will seek to include other funding sources in the pool of money. Funding will include federal, state and local homeless and affordable housing revenues as made available by member jurisdictions, private foundations and others.

V. **Regional Projects with Collective Impact.** In service of the purpose of this MOU, the CIP may recommend implementing fewer awards, focusing on regional projects, or providing larger awards to encourage broader cross-agency collaboration and greater collective impact. Proposals will be judged for their potential to coordinate community assets (agency and community volunteer time, staff and other resources) to implement research-based or promising strategies.

VI. **Legal Scope.** This MOU creates no separate legal entity.

VII. **Public Record.** Prior to its entry into force, this MOU shall be filed with the Thurston County Auditor's Office or posted upon the websites of the County and Cities as provided by RCW 39.34.040.

VIII. **Effective Date.** This MOU shall be effective upon the signature of the last of the Parties hereto.

IX. **Waiver.** No waiver by any party of any term or condition of this MOU incorporated in this MOU shall be deemed or construed to constitute a waiver of any term or condition or of any subsequent breach, whether or the same or different provision.

- X. **Amendment/Renewal.** The provisions of this MOU may be amended or renewed with the mutual consent of the Parties. No additions to, or alterations of, the terms of this MOU shall be valid unless made in writing and formally approved and executed by the duly authorized agents of all Parties.

The voting structure shall be reviewed and amended if new members are added to the CIP Steering Committee (new Community funders for example) or new funding sources are added to the available fund. (TST for example).

- XI. **Dissolution.** Should the CIP cease to function and the membership vote to disband, any assets of the CIP shall be transferred to the COUNCIL and UWTC, proportional to the amount contributed by each. Such transfer will be made in full compliance with the Agreement and whatever laws are applicable.
- XII. **Applicability of Law.** This MOU is and shall be construed as being executed and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that all agreements and statements of work shall be governed by laws of the State of Washington, both as to interpretation and performance. The Parties agree that the venue for enforcement of any provisions shall be the Superior Court of Thurston County.
- XIII. **Severability.** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.
- XIV. **Entire MOU.** The Parties agree that this MOU is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modifications of this MOU shall be in writing and signed by all Parties.
- XV. **Termination Clause.** It is the intent of the Parties that this MOU shall continue in force until amended or terminated. This MOU will terminate upon: 1) withdrawal of a party; or 2) the mutually agreed upon decision of all parties to terminate the MOU

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by the date and signature herein under affixed. The persons signing this MOU on behalf of the Parties represent that each has authority to execute this MOU on behalf of the Party entering into this MOU.

**THURSTON COUNTY REGIONAL HEALTH
AND HUMAN SERVICES COUNCIL**

By

Date

UNITED WAY OF THURSTON COUNTY

By

Date