



**MAYORS FOR A  
GUARANTEED  
INCOME**

## MEMORANDUM OF UNDERSTANDING (MOU)

### **Participants**

This memorandum of understanding (“MOU”) sets forth the understanding between the United Way of Pierce County, the City of Tacoma, and Mayors for a Guaranteed Income (“MGI”), a fiscally sponsored program of the Reinvent Stockton Foundation, (collectively “The Parties”).

MGI is a network of mayors advocating for a guaranteed income to ensure that all Americans have an income floor. Started by former Mayor Michael D. Tubbs and 10 Founding Mayors in June 2020, MGI operates as a consultant, technical assistance provider, convener, and strategist, coordinating the fight for a guaranteed income and supporting task forces and demonstrations around the country.

For good and valuable consideration, the Parties agree to the following:

#### **I. Purpose of the MOU**

- A. The purpose of this MOU is to delineate the relationship between the United Way of Pierce County, the City of Tacoma, and Mayors for a Guaranteed Income.

#### **II. The Parties’ Obligations**

##### **A. Mayors for a Guaranteed Income:**

1. Provide one-on-one technical assistance to City of Tacoma and United Way of Pierce County, including demonstration design, fundraising, and communications support;
2. Conduct a multi-city evaluation, develop a learning agenda, and ensure that all demonstrations add to the evidence base and build towards federal policy;
3. Create opportunities to elevate the City of Tacoma as a champion for a federal guaranteed income;
4. Provide opportunities to elevate the stories of guaranteed income recipients in Tacoma; and
5. Grant \$500,000 in starter funds to United Way of Pierce County on September 30, 2021 to assist with launching a guaranteed income demonstration (the “Funds”) in Tacoma.

##### **B. City of Tacoma:**

1. As a means to address and eliminate poverty at the federal level, the City of Tacoma will work in partnership with United Way of Pierce County and other

community partners to develop a work plan that will include demonstration design and implementation (the “Work Plan”), and share with MGI for feedback. The Parties agree that any terms or conditions included in the work plan will be incorporated into this MOU, and will be bound by the terms and conditions of this MOU. Any efforts involving lobbying expenditures as defined in 26 U.S.C. 501(h) must be included in the work plan and approved by MGI prior to the expenditure being made.

- a) The City of Tacoma and its community partners will seek to leverage the MGI starter funds by soliciting additional dollars as allowed by law from other funding sources.
2. Conduct bi-weekly check-ins with the MGI team to ensure that work is coordinated. Topics for check-in include, but are not limited to: demonstration progress, ongoing media and storytelling efforts, and fundraising;
3. Participate in MGI research consortium, and be evaluated by the Center for Guaranteed Income Research at the University of Pennsylvania;
4. Participate in MGI narrative shift efforts. The Mayor of the City of Tacoma will accept national and local media opportunities and, recognizing the need for individuals to own and tell their stories, demonstrations will incorporate a storytelling cohort.

C. United Way of Pierce County

1. Use the Funds solely as described in the work plan. Funds will not be used to engage in any electioneering efforts, political activity, or other activity that is prohibited by Internal Revenue Code Section 501 (c)(3). Funds granted to United Way of Pierce County by MGI will not be used to support or oppose any candidate for any local, state, or federal office, or to support any person or organization engaged in terrorist activity.
2. Lead the implementation and administration of the demonstration, including:
  - a) United Way of Pierce County will appoint a research fellow (draft job description linked [here](#)) on the ground to ensure recipient and, if applicable, control group retention.
  - b) United Way of Pierce County will hire a Program Director (job description linked [here](#)). The Director will coordinate the overall strategy for the demonstration, manage storytelling partners, coordinate with research partners, and serve as the point of contact for Tacoma recipients.
  - c) After recipients are named and United Way of Pierce County receives the funding, there will be a 45-day turn around for payment. Additionally, all

dollars for the demonstration must be secured before disbursements begin; and

- d) The guaranteed income demonstration aims to protect benefits and be supplemental to, rather than replace, the existing social safety net. Waivers will be sought to protect benefits where feasible, and recipients must receive benefits counseling; and
  - e) The demonstration must serve at least 110 residents, so as to yield statistically significant and detectable research results
3. A breach of section II(C)(1) above will constitute a material breach of this MOU that will terminate this agreement. By signing below United Way of Pierce County expressly and in writing agrees to indemnify and hold harmless The Reinvent Stockton Foundation from actual direct damages which The Reinvent Stockton Foundation may suffer or incur in the event of a breach of II(C)(1) by United Way of Pierce County. This indemnification obligation will be limited, in all events, to \$500,000 plus the amount of reasonable attorney's fees incurred by The Reinvent Stockton Foundation in collecting on this indemnification obligation (should that become necessary).

### **III. Effective Date and Termination**

- A. This Memorandum of Understanding shall constitute an agreement between the Parties and shall remain in effect from the date of execution through December 31, 2022.
- B. MGI may in its sole discretion terminate this MOU at any time if (i) any party uses the Funds for any purpose other than as stated in the Work Plan, or (ii) any party does not complete its work as described in the Work Plan on the timeframe set out in this MOU, or (iii) any party makes any material misrepresentation in any report or other document delivered or statement made to MGI; or (iv) the Funding Agreement terminates by reason of grantor action or otherwise. If MGI takes such action, MGI will send a written notice to that effect, with the termination effective ten (10) days after sending.
- C. If notice of termination as described in III(B) is sent by MGI to the Parties, upon MGI's request United Way of Pierce County will repay the Funds within thirty (30) days after the effective date of termination.
- D. If either party materially breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the material breach. If the breaching party fails to cure said breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement effective immediately upon delivery to the breaching party of a written notice to that effect. The non-breaching party may in its reasonable discretion determine whether the breach has been cured. The Parties agree that nothing in this subsection shall limit MGI's ability to terminate this MOU at its own discretion, subject to the terms in III(B).

- E. The Parties agree that any breach of section II(C)(1) will terminate this MOU immediately. The Parties agree that a Party found to breach section II(C)(1) will not have an opportunity to cure said breach.

**IV. Information Exchange/Sharing**

- A. Information will be shared between the Parties via email, fax, telephone, virtual conferencing, or mail. It is understood that, in carrying out activities under this agreement, the staff of all Parties will adhere to all applicable State and Federal laws, regulations, guidelines, and policy directives regarding privacy and the confidentiality of information.
- B. The Parties have agreed to the terms stated above and have authorized representatives to execute this Agreement effective on its commencement date.

**V. Reporting**

- A. United Way of Pierce County shall furnish to MGI a written report on the use of the Funds quarterly, or at such other time as MGI may request. Such reports shall provide reasonable detail regarding all Grant expenditures, investment of unexpended Funds, and any other uses of the Funds.

**VI. Miscellaneous**

- A. This MOU constitutes the entire agreement between the Parties and supersedes any and all prior written or oral agreements or communications regarding the subject matter of this MOU.
- B. This MOU can only be amended with the signed, written consent of all Parties.
- C. This MOU will be governed by the laws of the State of California, with venue in San Joaquin County, California, for any dispute arising out of or in relation to this MOU.
- D. The Parties agree that if any provision of this MOU is found to be prohibited or unenforceable, such a finding will not invalidate any other provision of this MOU.

**VII. Signatures**

**City of Tacoma Representative** \_\_\_\_\_

Name, Title:

Signature:

Date:

**United Way of Pierce County Representative**

Name, Title:

Signature:

Date:

**MGI Representative:**

Name, Title: Sukhi Samra, Director

Signature:

Date:

CITY OF TACOMA: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_

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**(City of Tacoma use only - blank lines are intentional)**

Director of Finance: \_\_\_\_\_

City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

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