



Memorandum of Understanding

This Memorandum of Understanding, dated as of October 1, 2014 (“MOU”), is made by and between Washington State Community Action Partnership, a Washington 501(c)3 Corporation (“WSCAP”), Community Action Partnership Association of Idaho, an Idaho 501(c)3 Corporation (“CAPAI”), Community Action Partnership of Oregon, an Oregon 501(c)3 Corporation (“CAPO”), together the “parties”. It sets forth the understanding between the parties as follows:

Background and Purpose

WSCAP, CAPAI, and CAPO are all associations of the Community Action Partnership agencies within their respective states and desire to improve their, and their members’, ability to communicate their missions and purpose, improve their performance, and demonstrate their effectiveness by better defining and measuring results, improving client and community outcomes, and improving their ability to collect, manage and report data. They desire to work in collaboration with each other, as one entity, to utilize and advance their collective work, better leverage individual and group development efforts, guide development work to achieve superior results, share findings and best practices, and form a consensus about the definitions and indicators of individual, family, community and agency success.

The parties and their members have all made investments in and contributed to work in the collaborative areas, and wish to share that work with the others without restriction for the purpose of advancing the collective effort.

Time is of the essence in this work. It is the parties’ intent to move this work forward as fast as possible without jeopardizing quality or thoroughness.

The following activities will be undertaken:

- A steering and standards (Steering) committee will be formed, consisting of up to three representatives each from WSCAP, CAPAI, and CAPO, and one independent individual manager/facilitator (“Leader”) appointed by the representatives. The WSCAP, CAPAI and CAPO representatives will be determined at the sole discretion of each party, and may be changed at anytime.
- To be acted upon, decisions must achieve a consensus of the members of the committee.
- Specific work and the work teams, methods and use of outside parties will be determined by the Steering committee and commence in each of the eight goal areas defined and described in Exhibit 1.
- The committee Leader will facilitate the Steering committee meetings and manage, organize and communicate minutes, instructions and actual work as



instructed by the Steering committee, and will perform other duties to support the work as mutually agreed.

- The results of all work will be shared with all members of the three associations as outlined under the License section below.
- Each of the parties will be solely responsible for communicating to their members and gaining any support or approval they need to represent their members to the Committee and participate in collective decision-making. Each party is responsible for gaining the acceptance and compliance of its members with the decisions of the Steering committee.

Miscellaneous Provisions

1. Errors and Omissions. Each party agrees to be responsible for its own acts and omissions. Each party agrees to notify the other parties and the Steering committee, both orally and in writing of any events, complaints or occurrences of any kind, arising from and relating to this MOU which could give rise to a claim or cause action against the other parties.
2. Limitation of Liability. None of the parties shall be liable to any other party for any indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising in connection with this MOU, whether in an action in contract, tort, strict liability or negligence, even if advised of the possibility of such damages.
3. Intellectual Property License. The parties agree that the Theory of Change and all other content, designs, outlines, presentations, written materials, graphics, and documents provided by individual agency members or Associations will become the common property of the parties and their members. All original work related to data collection, indicators of success, outcome measures, community impact and all other work completed both under this MOU and independently will also be the common property of the parties and their respective members with unrestricted use as deemed appropriate by the Steering committee. All work completed by individual members or sub-groups of the parties will be shared with the others and become common property. To that end, each of the parties and their members grant a permanent and perpetual license to all such materials to the others.
5. Governing Law and Venue. This MOU will be construed and interpreted in accordance with the laws of the state of Washington.



6. Notification of Members. WSCAP’s, CAPAI’s, and CAPO’s businesses are associations of independent Community Action Partnership agencies throughout the states of Washington, Idaho and Oregon. WSCAP, CAPAI, and CAPO will notify all members of their obligations under this MOU and ensure that its members are in agreement and comply with those obligations.
7. Entire Agreement. This MOU contains the entire understanding of the parties with respect to the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by each party.

Performance Evaluation

The Steering committee will evaluate the effectiveness of and adherence to this agreement, the individual performance of the parties and determine appropriate actions. The committee will receive, review and evaluate reports from work groups, consultants, Universities and others to determine the effectiveness of the work and ensure progress is made. The Steering committee will meet at least quarterly for this purpose.

Funding

This MOU is not a commitment by any of the parties of funds, but the parties agree to collectively work to obtain the funding needed to pursue the initiatives under this MOU.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials of the parties. This MOU will become effective upon signature by the authorized officials from the parties and will remain in effect until modified by mutual consent or terminated by any one of the parties or mutual consent. Absent mutual consent for extension, this agreement will terminate one year from the effective date above.

Contact Information

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The Parties hereby agree to the terms of this Memorandum of Understanding:

Christina Zamora
Executive Director
CAPAI

Tom Clancey-Burns
Executive Director
CAPO

Merritt Mount
Executive Director
WSCAP
