



MEMORANDUM OF UNDERSTANDING (MOU)

Participants

This memorandum of understanding (“MOU”) sets forth the understanding between Community Spring, Mayor Lauren Poe, 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 2021, 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 Community Spring, Mayor Lauren Poe, and Mayors for a Guaranteed Income.

II. The Parties’ Obligations

A. Mayors for a Guaranteed Income:

1. Provide one-on-one technical assistance to Community Spring and Mayor Poe, 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 voice of Mayor Poe as a champion for a federal guaranteed income;
4. Provide opportunities to elevate the stories of guaranteed income recipients in Gainesville, Florida; and
5. Grant \$500,000 in starter funds Community Spring to assist with launching a guaranteed income demonstration (the “Funds”).

B. Office of Mayor Poe:

1. Conduct bi-weekly check-ins with the MGI team and Community Spring 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;

2. Participate in MGI narrative shift efforts. Mayors 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 and task forces will engage with community members.
3. Obtain waivers from relevant city departments to ensure guaranteed income is supplemental to, rather than replace, the existing social safety net

C. Community Spring (Fiscal Sponsor/Nonprofit Partner)

1. Develop a work plan for 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 demonstration must be launched by October 1, 2021.
 - b) The guaranteed income demonstration must protect benefits and be supplemental to, rather than replace, the existing social safety net;
2. 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 Community Spring 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.
3. Participate in MGI research consortium, and be evaluated by the Center for Guaranteed Income Research at the University of Pennsylvania;
 - a) Community Spring will appoint a research fellow (draft job description linked [here](#)) on the ground to ensure recipient and, if applicable, control group retention.
4. A breach of section II(C)(2) above will constitute a material breach of this MOU that will terminate this agreement. By signing below Community Spring 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)(2) by Community Spring. 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 both parties and shall remain in effect from March 1, 2021 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 Community Spring, upon MGI's request Community Spring 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, 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. 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 both 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.

VI. **Signatures**

Mayor's Office Representative

_____ Name, Title:

Signature:

Date:

Community Spring Representative

Name, Title:

Signature:

Date:

MGI Representative:

Name, Title: Sukhi Samra, Director

Signature:

Date: