



Memorandum of Understanding

The following is a Memorandum of Understanding (MOU) between the Austin Area Human Services Association, DBA One Voice Central Texas (OVCT) and The Nonprofit Council (TNC).

Purpose: The purpose of this MOU is to establish the terms and conditions under which One Voice Central Texas and The Nonprofit Council will engage and provide reciprocal benefits for members.

Term: This memorandum will go into effect once signed by authorized representatives and will be in effect for 12 months. It can be extended for an additional 12 months with the agreement of both parties. This MOU may be terminated, without cause, by either party upon 60 days written notice, the notice shall be delivered electronically to the respective Chairs of the Board.

Responsibilities of Agencies: The following have been agreed to by both parties:

Membership: Each organization will create a member category in their by-laws to allow for reciprocal benefits.

Agreement:

1. Joint:

- a. **Advocacy:** OVCT and TNC will explore options for joint advocacy at the state level and share local best practices.
- b. **Member discounts:** OVCT and TNC will jointly explore opportunities to bring discounts to both sets of membership.
- c. **Peer support:** OVCT and TNC will invite each-others members to social networking events.
- d. **Professional development:** OVCT and TNC will invite each-others members to participate in professional development activities (trainings, workshops, panels) at the member rate of the organizing entity.
- e. **News and Information:** TNC and OVCT will share newsletters and information with leadership to be used as appropriate.

2. One Voice Central Texas

- a. **Benefits:** OVCT will allow TNC members to participate in the One Voice 403b retirement plan and provide a seat for a TNC member on the Investment Committee.
- b. **Benefits:** OVCT will extend the opportunity for TNC members to participate in its discounted insurance rates program from Higginbotham.
- c. **Peer support:** OVCT will share procedures and lessons learned from the buddy program.
- d. **Professional development:** OVCT will share its Standards of Excellence Tool & Guide with TNC as well as lessons learned.

3. The Nonprofit Council

- a. TNC will allow OVCT members to participate in the TNC healthcare plan and offer one seat on insurance committee.
- b. TNC will provide a representative to serve on the OVCT Investment Committee.

- c. Job board: TNC will allow OVCT members to post on the TNC job board at the member rate.

Communication: The leadership of TNC and OVCT will set up a regular schedule for review of the agreement and to determine if changes need to be made.

Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas.

Entirety of Agreement. This MOU, consisting of two pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

Sovereign Immunity. OVCT and TNC and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[AGENCY]

[Name and Title]

Date

[Name and Title]

Date

[AGENCY]

[Name and Title]

Date

[Name and Title]

Date

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