



135 N. Main Street, Orrville, OH 44667
(330) 683-8181

MEMORANDUM OF AGREEMENT BETWEEN ORRVILLE AREA UNITED WAY (OAUW) AND PARTNER AGENCY

Agency: _____

The purpose of this Memorandum of Agreement (MOA) is to establish a cooperative and mutually beneficial relationship between Orrville Area United Way (OAUW) and its partner agencies to achieve a shared purpose of serving our community, donors, clients, and stakeholders. This agreement must be signed annually by both parties.

General Terms

All funding is contingent upon the availability of funds and the Partner Agency's ability to provide high-quality, impactful services to its clients.

Mutual Commitments

Both OAUW and the Partner Agency agree to:

1. **Governance:** Maintain an active, rotating board of directors representative of the community, meeting regularly to oversee administration, financial management, and agency objectives.
2. **Financial Accountability:** Maintain accurate financial records and comply with Generally Accepted Accounting Principles (GAAP).
3. **Non-Discrimination:** Provide services on a non-discriminatory basis.
4. **Legal Compliance:** Adhere to all applicable federal, state, and local laws, including those governing nonprofit organizations.
5. **Communication:** Regularly share updates regarding goals, progress, challenges, and any issues affecting the agency's ability to provide services.
6. **Collaboration:** Work cooperatively with each other and other private or public agencies to address community health and human service needs.

Orrville Area United Way Responsibilities

OAUW agrees to:

1. **Respect Agency Autonomy:** Honor the Partner Agency's right to set its own policies and programs.

2. **Annual Campaign:** Conduct a fundraising campaign focused on meeting community needs in Dalton, Marshallville, Orrville, and surrounding areas. Campaign efforts will primarily occur from August to November.
3. **Fund Distribution:** Implement an annual Citizen Review Committee process to allocate funds transparently and responsibly.
4. **Community Assessment:** Collaborate periodically to assess community needs and resources.
5. **Promotion:** Support partner agencies through marketing, community information sharing, and referrals.
6. **Coordination:** Facilitate collaboration among partner agencies, community leaders, and other stakeholders.
7. **Payments:** Disburse grant payments monthly, with exceptions upon mutual agreement. Payments and amounts may be adjusted if unforeseen pledge losses occur.

Partner Agency Responsibilities

The Partner Agency agrees to:

1. **Campaign Participation:** Actively support the OAUW annual campaign by:
 - Attending the Campaign Kick-off, agency partner meetings, and the Annual Meeting/Awards Celebration.
 - Sharing service and program data for campaign purposes.
 - Providing staff, volunteers, or clients for presentations to donor groups.
 - Hosting tours for donors and potential donors without disrupting operations.
 - Offering insights to improve campaign efforts.
 - Encouraging agency personnel to contribute to OAUW.
2. **Fundraising:** Refrain from direct mail solicitation during September and October to avoid conflicts with OAUW's campaign. Agencies receiving \$6,000 or less in annual funding are exempt from this restriction but are still expected to avoid scheduling their annual campaign during this period.
3. **Agency Identification and Co-Marketing:** Promote the agency's partnership with OAUW by:
 - Displaying the OAUW logo in printed materials, digital communications, and agency offices.
 - Including OAUW branding in media appearances.
4. **Reporting Requirements:** Submit timely and accurate reports, including:
 - Financial documents (e.g., annual audits, 990 forms).
 - Updates on program or operational changes impacting funded services.
 - Immediate notification of regulatory investigations, adverse auditor findings, or financial misconduct allegations.
 - Year-end reports with quantitative data on residents served and program outcomes.
5. **Accountability:** Maintain high standards of accountability by:
 - Adopting an anti-discrimination policy.
 - Notifying OAUW of significant budget changes.
 - Keeping all required licenses or permits current.
 - Managing the agency effectively to ensure the success of funded programs.
 - Avoiding unnecessary duplication of efforts through collaboration with other agencies.

Anti-Terrorism Compliance

In compliance with the USA PATRIOT Act and related laws, the Partner Agency certifies that OAUW funds will be used in accordance with anti-terrorist financing and asset control regulations.

Termination of Agreement

1. **Agency Withdrawal:** The agency may terminate this agreement by providing 30 days' written notice. Funding will cease on the effective termination date, and unused funds must be returned to OAUW.
2. **OAUW Termination:** OAUW may withhold, adjust, or cancel funding due to non-compliance with this agreement. Termination will require Board approval and 30 days' written notice outlining the reasons. Grant decisions are final and not subject to appeal.

Authorization

This agreement was reviewed and approved by the governing body of the Partner Agency on

_____.

For Orrville Area United Way

Name: _____ (Executive Director)

Date: _____

Name: _____ (Board President)

Date: _____

For Partner Agency

Name: _____

Title: _____

Date: _____