



Memorandum of Agreement

between

United Way of Ogemaw County

and

(Agency Name)

Funding Period: 2026-2027

This agreement is based upon the mutual beliefs of both United Way and the partner agency that:

- a community-wide fundraising approach, collaborative planning to meet the community's educational, health, and human service needs, and the awarding of funds based upon citizen review of programs are the most effective and efficient ways to improve lives in the community;
- a clear understanding and mutual acceptance of the respective roles of United Way and the Partner Agency is essential to their joint effort to improve lives by meeting the educational, health and human service needs of the community, and to work together to meet these needs.

Section I: Annual Fundraising

Campaign United Way agrees to:

- a) conduct an annual community-wide fundraising campaign and to perform all collection duties of the pledges received during the campaign;
- b) allocate the contributed funds through a volunteer board of director's distribution review process.

The Partner Agency agrees to:

- a) cooperate with United Way in conducting the most effective campaign possible by providing help when requested. This includes, but is not limited to, providing campaign volunteers, public relations support and attending campaign functions.
- b) not solicit workplace campaigns in local employee groups at any time during United Way Workplace campaign.

Section II: Funding awards

United Way agrees to:

- a) be advised by community members in awarding donated funds.

The partner agency agrees to:

- a) accept the final award approved by United Way's Board of Directors and to use it for program expenses only. Bricks and mortar expenses are not allowable expenses.

Section III: Public Relations

United Way agrees to:

- a) generate community support for United Way and its partner agencies, in addition to annual campaign activities, through year-round marketing and public relations efforts;
- b) publish and distribute throughout the OCUW service area information that indicates, at a minimum, the name and telephone number of all United Way partner agencies. This could be accomplished through UW 211 program.

The Partner Agency agrees to:

- a) mention United Way affiliation in publications, press releases, flyers, presentations, etc., use the United Way logo on printed material where appropriate.
- b) comply in a timely manner with all United Way requests for agency-related articles, photos, narratives and other reasonable public relations information which, in turn, allows United Way to meet its obligation stated above.

Section IV: Administration

United Way agrees to:

- a) respect the partner agency's autonomy and right to determine its own policies and programs;
- b) foster a cooperative atmosphere for service delivery by collaborating with partner agencies and other organizations when planning ways to serve targeted areas or populations;
- c) ensure fairness in the treatment of partner agencies by monitoring each for compliance with this agreement.

The partner agency agrees to:

- a) have an active, local volunteer board which ensures effective management and meets at least quarterly (unless otherwise agreed upon between United Way and the partner agency), and to make the minutes of those meetings available to authorized United Way volunteers;
- b) collaborate with other agencies in the development and delivery of services to the community and, when appropriate, to work to eliminate unnecessary duplication of such services;
- c) submit audited financial statements, or an otherwise agreed upon set of financial statements, that include at a minimum, a compiled balance sheet and statement of income and expenses for the most recently completed fiscal year;

- d) comply with all applicable legal, federal, state and local operating and reporting requirements (e.g., generally accepted accounting practices, annual audit, Form 990 or Form 990Z and non-discrimination);
- e) inform United Way of any significant procedural, administrative, managerial, program-related, or financial changes that are expected to occur, or have occurred since submission of the last report;
- f) comply with the spirit and intent of the United States of America Patriot Act and other counterterrorism laws and to submit certification to United Way indicating such, as part of the funding request process;
- g) comply with all other United Way policies not specifically stated herein.

Section V: Noncompliance

Noncompliance with this agreement will be reviewed by United Way on a annual basis and could result in funds being denied in subsequent years.

This agreement shall be reviewed and approved annually by United Way and the partner agency.

This agreement has been read, approved and signed by:

Partner agency Executive Director: _____

Signature: _____ Date: _____

Partner agency President of Board of Directors: _____

Signature: _____ Date: _____

This agreement has been read and approved by United Way of Ogemaw County.

President/CEO: Marty Elkins

Signature: _____ Date: _____