

# REVISED Memorandum Of Agreement

**Villages NW-Metro** (dba Villages NW) is an Oregon public benefit corporation that has received its 501(c)(3) tax exempt status under section 501(c)(3) of the Internal Revenue Code, as amended ("The Code"). Villages NW was formed to serve as a regional resource organization to promote the development of community-based networks ("Villages") of volunteer support, social activities, educational programs, and information & referral to assist older adults and people with chronic illness & disabilities ("Village Members") to safely, cost-effectively and sustainably age in their own homes and neighborhoods as long as possible.

Villages NW also

- a. provides community education, outreach, shared information and resources, and the incubation and fiscal administration of Villages throughout the Pacific NW region, and
- b. develops new models for community-based collaboration and innovative public/private partnerships to enable Members to effectively age in place.

**[Northeast Village PDX]** is a community-based volunteer organization operating under the DBA of **[Northeast Village PDX]** ("Village"). It serves Village Members in **[Northeast Portland]**. Its purpose is to provide volunteer support, social activities, educational programs, and information & referral to assist Village Members living within the **[Northeast Village PDX]** service area to safely, cost-effectively and sustainably age in their own homes and neighborhoods as long as possible.

The purpose of this Memorandum of Agreement ("MOA") is to set out certain conditions and provisions under which Villages NW and Village will operate in relation to each other.

## A. Obligations of Villages NW

1. Subject to approval by the Villages NW Board of Directors, Villages NW will add Village as a Villages NW program and a member of the Villages NW Hub & Spoke Network ("Network") in order to provide the services described above to the residents of **[Northeast Village PDX]** specific service area, which is an activity consistent with Villages NW's mission and charitable purposes. In turn, Villages NW will provide Village with the fiscal, HR, marketing and other administrative services it offers its Network members.
2. Villages NW will act as nonprofit financial administrator to Village, provided that the Village complies with the terms of this MOA and with the legal and fiscal requirements for nonprofits under the IRS Code.
3. Villages NW will provide financial, administrative, marketing and HR services to Village to assist in furtherance of this MOA and the furtherance of the missions of both Villages NW and Village.

4. Planned division of hub (Villages NW) and spoke (Village) responsibilities is detailed in two documents entitled "Planned Division of Hub & Spoke Responsibilities (post-launch)" and "Villages NW: Spoke Benefits" which are incorporated into this MOA by reference.

## **B. Obligations of Village**

1. Village has, by a vote of its planning group members, elected to join the Villages NW Hub & Spoke Network and submitted an application to become a member of the Network and a program of Villages NW.
2. Village's mission and purpose must remain consistent with Villages NW's own mission and purpose and with the terms of this MOA. If so, it is assumed that the activities that Village engages in will support Villages NW in achieving its charitable purposes and ensure that the Village NW Network's 501(c)(3) tax-exempt status can be maintained.

## **C. Additional Terms and Conditions**

1. **Financial procedures:** Both Village and Villages NW must act in a manner consistent with the financial policies outlined in the "Spoke Village Financial Policies & Procedures for Working with Villages NW" document which is incorporated into this MOA by reference.
2. **Receipt of funds:** Villages NW agrees to receive grants, contributions, gifts and any revenue raised for the benefit of Village ("Funds"), to hold those Funds in an account dedicated solely for the benefit of Village, and to make those Funds available to Village for activities that further the respective missions of Villages NW and Village when requested to do so by an authorized financial officer of Village.

Unless otherwise agreed to in writing by Villages NW, Village agrees not to open or use any other bank account and to only use the dedicated account set up by Villages NW. Additionally, Villages NW agrees that dedicated Village Funds may not be used by Villages NW for the benefit of Villages NW or any other Village.

3. **Acknowledgment of charitable donations on behalf of Village:** Villages NW and Village agree that all grants, charitable contributions and in-kind donations raised in the name or for the benefit of Village will be reported as contributions to Villages NW, as required by law, specifically designated for the Village program; further agree that Villages NW will acknowledge receipt of any such grant, charitable contribution or gift in writing; and will furnish evidence of Villages NW's status as an exempt organization under Section 501(c) (3) to the donor upon request.

4. **Protection of tax-exempt status:** Village may not use Funds from their dedicated bank account in any way which would jeopardize the tax-exempt status of Villages NW or, by extension, the tax-exempt status of the other Villages in the Network. Village must comply with any written request by Villages NW that it cease any activities which, at Villages NW's sole discretion, might jeopardize Villages NW's tax status or the tax-exempt status of any of the other Villages of the Network. Village further agrees that Villages NW's obligation to make Funds available to it shall be suspended in the event that it fails to comply with any such request. The suspension will be lifted when (a) the Village complies with that request; or (b) it is determined that the activity does not jeopardize the Network's tax-exempt status; or (c) a dispute resolution process on this matter (see item #21) is successfully completed.

Likewise, Villages NW will not utilize funds or engage in activities that would in any way jeopardize their tax-exempt status or the tax-exempt status of any of the Villages in the Network.

5. **Changes in Use of Grant Funds:** Any changes in the purpose for which Grant Funds are spent must be approved in writing by Villages NW after consulting with the grantor. Villages NW retains the right, if Village violates any term of this MOA or the terms or conditions of the grant, to withhold, withdraw, or demand immediate return of Grant Funds from Village and to facilitate the return of Grant Funds to grantor.
6. **Village's Use of their Dedicated Funds:** Village may direct and authorize expenditures which do not exceed total contributions deposited in the dedicated bank account for Village. Village must use any and all dedicated Funds solely for legitimate, tax-exempt purposes and fully account to Villages NW for the disbursement of these Funds, including for those fees/costs of financial administration described in section 18 below.
7. **Employment at the Village Level:** Unless otherwise agreed, authority to manage the hiring, screening, recruitment and supervision of Village employees are delegated to its Governing Council, in collaboration with the Villages NW Board of Directors. Village shall also be responsible for conducting annual performance reviews of employees and for raising all Funds needed to cover the salaries, withholding, and benefits it has agreed to provide Village staff.

Since Villages NW has no direct supervision of Village employees, Villages NW shall have no responsibility and assumes no obligation or liability with respect to the supervision or performance of employees of Village, except as described in #9 below.

Village must budget for and ensure that there are always sufficient Funds in Village's dedicated bank account to cover the costs of its employees—including salaries, withholding and benefits, background checks and any other costs which may arise related to their employment. Villages NW will assume the cost of processing any payroll for Village.

Villages NW will maintain each Village employee's HR file, including a copy of his/her signed employment contract, process payroll, and ensure that all withholding, documentation and HR reporting functions are handled as required by law.

All Village employees will be subject to the personnel policy to be developed by a Personnel Taskforce made up of members from all the Network Villages in collaboration with and under the final legal jurisdiction of the Villages NW Board of Directors. Village shall have the responsibility for ensuring all Village employees are in compliance with the terms and conditions specified in this MOA, the IRS rules and regulations for nonprofits, any provisions set by our insurance carriers, any Network-wide agreements with nonprofit, governmental or corporate partners, and the laws of the United States and the State of Oregon.

In the event that a Village has problems with the performance of an employee, they should immediately bring the matter to the attention of the Villages NW ED and Board, who will assist the Village to resolve this matter.

**NOTE:** It was proposed at the 9/17/15 meeting that each Village should make an annual contribution (amount to be determined) to a legal fund that Villages NW will manage and use to pay the costs of any legal services needed by VNW or the Villages. The Villages in attendance at the meeting agreed to leave this issue unresolved in the MOA and to revisit it later this year.

### **8. Volunteers:**

Unless otherwise stipulated in this agreement, Village shall be responsible to recruit, train, supervise and conduct periodic performance evaluations of their volunteers. Village ensures that their volunteers are trained and adhere to federal, state and local requirements, and to the VNW volunteer policies and procedures being developed by the Volunteer Coordinators Affinity Group made up of members from the Network Villages in collaboration with and under the final legal jurisdiction of the Villages NW Board of Directors. Village also ensures that their volunteers are in compliance with all policies, procedures and standards set by Villages NW insurance carriers, partners and contractors, and with the laws of the United States and the State of Oregon.

Village shall be responsible to perform and cover the expense of their volunteers' background checks (unless paid for by the volunteer) and for the verification of all other required information for acceptance of applicants. Village shall also be responsible for raising all Funds needed to cover their volunteers' training, manuals, appreciation events, and other benefits.

Since Villages NW has no direct supervision of Village volunteers and must rely on Village's voluntary compliance with established policies, procedures and nonprofit best practices, Villages NW shall have no responsibility and assumes no obligation or liability with respect to volunteers of Village, except as described in #9 below.

Village shall track all their volunteers' hours and the services they deliver, and report this information to Villages NW and our nonprofit partners (i.e. Ride Connection) in a timely manner and as requested.

9. **Liability Insurance:** Villages NW shall provide general liability insurance to Village and its volunteers and employees. During the development phase of Village, this insurance is provided at no cost to the Villages. Once a Village becomes operational and is delivering services, Village is responsible for paying the increase in cost of the liability insurance that results from it becoming operational. Villages NW will let Village know what this increased cost will be when conducting its annual renewal of the liability insurance policy. Prior to its launch, Village must ensure that there are sufficient funds in its dedicated bank account to cover the increased costs for Villages NW to acquire and maintain the higher level of liability and other appropriate insurance needed to protect Villages NW and the Network from the increased exposure that results from Village becoming operational. Village must continue to budget for and raise the funds needed to maintain this additional liability and other appropriate insurance to protect Villages NW, Village, and Network from exposure on an ongoing basis.
10. **D&O Insurance:** Villages NW will maintain Directors & Officers (D&O) insurance to protect its Board of Directors, Executive Director, and key volunteers, and Village is not liable for acts or omissions by Villages NW including its volunteers, Executive Director, or Board of Directors; nor is Village liable to third parties for acts or omissions of the Villages NW staff, volunteers, or Board of Directors.

Villages NW will also secure and maintain Directors & Officers (D&O) insurance for each Village's Governing Council to protect its Governing Council members and staff from liability. Governing Council D&O insurance shall be paid for by Village and Villages NW will inform Village of the cost of its share of the D&O insurance when conducting its annual renewal of the D & O insurance policy. Village must ensure that there are sufficient funds in its dedicated bank account to cover the increase in costs for Villages NW to acquire and maintain D & O insurance for its Governing Council.

Since Villages NW has no direct supervision of Village's day-to-day operations and must rely on Village's voluntary compliance with policies, procedures and nonprofit best practices, Villages NW is not liable for acts or omissions by Village including by its members, volunteers, Governing Council, team leaders or employees; nor is Villages NW liable to Village or third parties for acts or omissions of the staff, volunteers, Governing Council, or team leaders of Village. Village must comply with any written request by Villages NW that it immediately cease any activities which, at Villages NW's sole discretion, are deemed to be in violation of:

- a. a law,
- b. IRS rules and regulations for nonprofits,
- c. provisions set by our insurance carriers,

- d. any Network-wide agreements with nonprofit, governmental or corporate partners, or
- e. which may increase Villages NW's liability or the liability of any Village in Network.

11. **Governance:** The governance structure of the Villages NW Network is detailed in a document entitled "Overview: Villages NW Hub & Spoke Network Governance Structure" which is incorporated into this MOA by reference.

Authority to manage the operations and programmatic activities of Village are delegated to its Governing Council, in collaboration with the Villages NW Board of Directors. As the holder of the 501(c)(3), the Villages NW Board of Directors retains final legal jurisdiction over Village operations and programmatic activities solely to ensure they remain consistent with Villages NW's mission and charitable purposes and the legal and fiscal requirements for nonprofits under the IRS Code.

A Village Governing Council, elected by its planning group members, will be formed as one of the steps toward launch after the launch date/year is set. The first Village Governing Council shall be elected by a majority vote of the planning group members who are eligible to and choose to participate in the election. Once it is open and operational, all subsequent Village Governing Councils shall be elected by a majority vote of the Village members who choose to vote in the Governing Council election. In addition, one individual chosen by Villages NW Board of Directors, at its sole discretion, shall serve as a Villages NW liaison and a voting member of the Village's Governing Council.

Village shall develop bylaws for the operation of its Governing Council, which shall include term limits for its Governing Council members and the process by which new Governing Council members and Governing Council officers will be elected.

Village shall have the right, at its discretion, to select two (2) representatives to serve in the Villages NW Village Representatives Circle.

As per the Villages NW bylaws, up to three (3) Villages NW Board positions may be filled by members of the Villages NW Village Representatives' Circle. These representatives shall have been selected by their Village's Governing Council to serve as their Village's representatives to the Villages NW Village Representatives' Circle, and subsequently been elected by their fellow members of the Village Representatives' Circle to serve as the Circle's representatives to and full voting members of the Villages NW Board of Directors.

12. **Lobbying and Advocacy:** In order to protect their tax-exempt status, neither Villages NW nor any Village in its Network shall publicly lobby or advocate on behalf of voting for any specific legislation, or participate or intervene in any political campaign on behalf of or in opposition to candidates for public office. This restriction does not

prohibit individual members of the Village from lobbying or advocacy activities, but they must be careful to clearly do so as individuals and not as representatives of the Village.

13. **Cross-Network Policies:** Both Villages NW and all the Villages in the Network shall abide by the following policies which are incorporated into this MOA by reference: Villages NW Whistle Blower Policy; Villages NW Nondiscrimination Policy; Villages NW Sexual Harassment Policy; Villages NW Gift Acceptance Policy; Villages NW Network Grievance Policy and Procedure; and Villages NW Network Confidentiality Agreement. Additional Network-wide policies and procedures will be created as needed.
14. **Fundraising:** Village and Villages NW agree to discuss and coordinate their respective fundraising efforts and to avoid as best as practicable, any adverse affects on the other's fundraising efforts. Village may solicit gifts, contributions, and grants earmarked for Village's activities from individuals, companies and organizations located exclusively within its boundaries. Solicitation of companies and organizations that cross Village boundaries must be coordinated with Villages NW and all other Villages that might be the beneficiary of a gift from these companies or organizations.

The text of Village's letters of inquiry, grant applications, and other fundraising materials must be reviewed in advance by Villages NW. Approval or rejection shall be given promptly in writing, and the specified reasons for rejection shall be provided. All fundraising materials and campaigns created by Village must include the Villages NW logo and language that clearly explains to donors that Villages NW is the 501c3 nonprofit organization and that all donations to Village are made to Villages NW for benefit of Village.

15. **Grants:** Should there be funding that the entire Villages NW Network qualifies to apply for, a Villages NW grant team will write and submit grants to such funders on behalf of Villages NW and the Villages in its Network.

Should Village qualify for a grant available exclusively within its service area and desire to apply for said grant on its own, Village must follow the Grants Procedure detailed in the previously referenced "Financial Policies & Procedures for Working with Villages NW" document which is incorporated into this MOA by reference. All grant agreements, pledges, or other commitments with funding sources to support Village must also be approved in writing by Villages NW. The cost of all tracking, reporting or other compliance measures required by such funding sources for these Village-specific grants shall be borne by Village.

Villages NW shall be responsible for the processing and acknowledgment of all Grant monies received for the benefit of Village. These funds shall be reported as the income of Villages NW for tax purposes, and be deposited within the Village's dedicated bank account. Village must utilize these funds only as specified by the terms of the grant.

16. **Contracts:** Because Villages NW holds the 501(c)(3), Villages NW is legally and financially liable for all contracts or partnership agreements entered into by any of its Village programs. Consequently, Village must submit all proposed contracts and partnership agreements in writing to the Villages NW Board of Directors for their review and official approval prior to signing any contract or entering into any partnership. Village must also refrain from making any verbal contracts or partnership agreements without first securing the approval of the Villages NW Board in writing. Villages NW will respond to these requests in a timely manner.
17. **Branding:** All of the Villages in the Network get their tax-exempt status through Villages NW and are considered programs of Villages NW by the IRS. Village shall not refer to itself as a nonprofit independent of Villages NW, since Village is not legally organized and registered as a nonprofit corporation under the laws of the State of Oregon nor does Village have separate and independent 501(c)(3) status from the IRS. Village is a volunteer organization that works under Villages NW's 501(c)(3) status.

One of the following phrases must clearly appear in a font size that is easily readable on all materials (print, online and email) that are created and distributed by the Village:

- “[Name of Village] is a volunteer organization working as a program of Villages NW, a 501c3 nonprofit”
- “[Name of Village] is a member of the Villages NW nonprofit Hub & Spoke Network.”

In addition, wherever space permits, the Villages NW logo should be included in print, email and online materials that are created and distributed by Village, and identify Village as part of the Villages NW Network in its email signatures, including on the Village to Village Network Forum.

Once logos are developed and adopted by Villages, Villages NW will display the logos of each of the Villages in its Network on its website, in its monthly e-newsletter, and in print publications that describe the Villages, where space permits.

18. **Fees and Costs:** To partially cover the costs of financial administration and other services provided by Villages NW to Village and Network, Villages NW will regularly transfer from Village's dedicated bank account to Villages NW general fund the following amounts:
- a. an 8% **Financial Administration Fee** on all contributions, fees or other revenues from individuals, foundations or corporations to Village. This fee starts from the time a Village joins the Network and VNW has to process its financial transactions;

- b. Once a Village has members, an **Annual Network Contribution** of \$30 per Village membership to support the work of the entire Network. This is an annual contribution which applies to both social and full-service memberships, but not to reduced fee memberships provided to low-income members. The \$30 Annual Network Contribution will be withdrawn from the membership fee by VNW before calculating the 8% Financial Administration Fee.
- c. the cost of any **direct expenses** incurred by Villages NW on behalf of Village, including but not limited to taxes, benefits and salaries of their Village staff, their portion of the annual Village to Village Network membership, and any Village-specific audit expense, grant accounting expense, or legal expense. These and any other direct expenses will be discussed with and approved by Village before any transfer of funds occurs.

Villages NW will record these expense transfers in Village's accounting records and report them to Village in their monthly financial reports.

19. **Non Solicitation:** [\[NOTE: It was agreed that section #19 will remain in the MOA for the time being, but that a taskforce will also be created to explore whether there is a better way to handle these issues by doing collective fundraising instead.\]](#)

Once a Village is open and operational, Village NW will not solicit any Village members or volunteers for contributions or donations to Villages NW. As provided above, Village will contribute \$30 per year to Villages NW for each of its paying memberships. In order to enable Villages NW to comply with this provision, Village will provide Villages NW each month with an updated list of the applicable individuals' names, addresses, and email addresses so that they can be coded "Do not solicit" in Villages NW's mailing and email lists. Villages NW is not responsible for unintentionally soliciting any individuals whose contact information is not provided to Villages NW by Village.

During the period in which Village has set its launch date, is raising funds specifically for launch and post-launch expenses, and has declared itself to have moved into launch mode, Villages NW agrees not to solicit prospective donors or members living within the Village's neighborhoods and service area without the explicit consent of Village. In order to enable Villages NW to comply with this provision, Village will provide Villages NW each month with an updated list of the applicable individuals' names, addresses, and email addresses to be coded "Do not solicit" in Villages NW's mailing and email lists. Villages NW is not responsible for unintentionally soliciting any individuals whose contact information is not provided to Villages NW by Village.

During the formation and development periods of Village, Villages NW may solicit prospective donors or members living within Village's neighborhoods and service area, and will inform Village in advance about its intent to solicit prospective donors and provide donors with the means to split their donation between Villages NW and Village.

- 20. Information & Data Sharing:** Villages NW and the cross-Village Library Taskforce will develop a shared resources library which can be accessed by all Villages in the Villages NW Network for the free exchange of non-confidential documents, policies and models. Village agrees not to share any documents, policies or models developed by Villages NW outside the Villages NW Network without the explicit permission of Villages NW. Likewise, Villages NW agrees not to share outside the Network any documents, policies or models developed by Village without their explicit permission. In addition, all materials to be shared by Villages NW or Village within the Network or outside the Network shall be clearly attributed to the entity that created them and be correctly branded as specified in #17 above.

As per Villages NW's agreement with the Village-to-Village Network, Village agrees to correctly attribute and not to share any materials downloaded from the Village-to-Village Network outside the Villages NW Network.

Additionally, Villages NW agrees not to share Village donor and member records with any other Village in Network or with any outside entity.

Finally, all data shared by any Village within or outside the Network must comply with the VNW Network Confidentiality Policy which have been established to protect the privacy and security of member, donor and volunteer data.

## **21. Dispute Resolution Process**

The leadership of Villages NW and the leadership of all the Village Governing Councils and Planning Groups in the Village NW Network are all committed to prompt and fair resolution of any disputes which may arise between Villages NW and a Village or between Villages in the Network. Whenever issues are raised, both parties in the conflict will make a good faith effort to resolve the matter by directly and openly discussing the matter and attempting to reach a mutually beneficial resolution.

If the conflict is between Villages NW and a Village, and is not successfully resolved through discussion, a panel of three (3) Village Representatives Circle members not connected to the conflict and mutually agreeable to both parties shall be convened to hear the dispute and suggest a resolution strategy.

If the conflict is between Villages in the Network, and is not successfully resolved through discussion, a panel of three (3) Villages NW Board Members not connected to the conflict and mutually agreeable to both parties shall be convened to hear the dispute and suggest a resolution strategy.

If resolution is still not achieved, the matter shall be submitted to mediation. The parties shall jointly designate a mediator, or if the parties cannot agree, a mediator from a certified mediation organization located in the Portland metropolitan area shall be hired and the cost of the mediation shall be borne equally by both parties in the dispute, unless the parties agree otherwise. Both parties are obligated to make a

good faith effort to resolve the issue through mediation, and to accept the outcome achieved through the mediation process.

## **22. Provisions for Ceasing to Be a Program of Villages NW:**

A. If Village desires to terminate its membership in the Network but to retain its identity as a Village and continue providing operational services and programs, the following terms and conditions shall apply:

1. The decision to leave the Network and become a stand-alone 501(c)(3) organization must be approved by a majority vote of the Village's members who choose to vote on this issue, if the Village is open and operational. If the Village is still in development, the decision to leave the Network must be approved by a majority vote of the monetary and inkind donors and governing council who choose to vote on this issue. If a Village's governing council has not yet been elected, the decision must be approved by a majority vote of the monetary and inkind donors and planning group members who choose to vote on this issue. The process by which this vote is conducted must be clear, transparent and mutually agreeable to Village and Villages NW, and clear effort must be made to ensure as many eligible voters as possible have the opportunity to vote.
2. Village must provide Villages NW with ninety (90) days advance written notice of their intention to terminate their membership in the Network and apply to become an independent 501(c)(3) nonprofit.
3. This proposed transition (described in #2 above) must be signed off on in writing by both parties.
4. Once no longer a Network member, Village may not share or continue to use any documents, policies or models developed by Villages NW, or as the direct result of coaching from or consultation with Villages NW, or any documents, policies or models developed by any other Village in the Villages NW Network, without the explicit permission of Villages NW and the Village that created the materials. In addition, any materials Village is given permission to continue to use or share must be clearly attributed to Villages NW or the Village that created them.
5. For the funds from the Village's dedicated bank account to be released to Village, Village first must become an Oregon public benefit corporation and obtain its own tax-exempt status under IRC Section 501(c)(3).
6. In order to ensure an orderly transition and the smooth operation of the Village, Villages NW will allow Village the continued use of its Funds while its application for 501(c)(3) status is processing and will function as its short-term fiscal sponsor during this transition.
7. Once Village has acquired tax-exempt status under IRC Section 501(c)(3) and received a determination letter from the Internal Revenue Service, the remaining funds in Village's dedicated bank account, together with any other assets held or liabilities incurred by Villages NW in connection with Village, shall

be transferred to Village no later than the end of the notice period or any extension thereof.

B. If Villages NW desires to terminate a Village's membership in the Network but said Village desires to retain its identity as a Village and continue providing operational services and programs, the following terms and conditions shall apply:

1. The decision to remove a Village from the Network is never taken lightly and can only occur after at least three (3) attempts to resolve the problems that have necessitated this action have been tried and failed.
2. This decision must be approved by a majority vote of the Villages NW Board of Directors, after formal consultation with the members of the Villages NW Representatives Circle to secure their input and advice.
3. Village NW must provide Villages with ninety (90) days advance written notice of their intention to terminate Village's membership in the Network.
4. Villages NW must notify all Village members and donors in writing of the reasons they will be removing Village from the VNW Network.
5. For the funds from the Village's dedicated bank account to be released to Village, Village first must become an Oregon public benefit corporation and obtain its own tax-exempt status under IRC Section 501(c)(3).
6. In order to ensure an orderly transition and the smooth operation of the Village, Villages NW will allow Village the continued use of its Funds while its application for 501(c)(3) status is processing and will function as its short-term fiscal sponsor during this transition.
7. Once Village has acquired tax-exempt status under IRC Section 501(c)(3) and received a determination letter from the Internal Revenue Service, the remaining funds in Village's dedicated bank account, together with any other assets held or liabilities incurred by Villages NW in connection with Village, shall be transferred to Village no later than the end of the notice period or any extension thereof.
8. Once no longer a Network member, Village may not share or continue to use any documents, policies or models developed by Villages NW or any documents, policies or models developed by any other Village in the Villages NW Network, without the explicit permission of Villages NW and the Village that created the materials. In addition, any materials Village is given permission to continue to use or share must be clearly attributed to Villages NW or the Village that created them.

C. Should a Village elect to dissolve and no longer offer programs and services

1. The decision to shut down a Village should never taken lightly and can only occur after at least three (3) attempts to resolve the problems that have necessitated this action have been tried and failed.

2. This decision must be approved by a majority vote of the Village’s members and financial donors who choose to vote on this issue, if the Village is open and operational, as well as by a majority vote of the Villages NW Board of Directors, after formal consultation with the members of the Villages NW Representatives Circle to secure their input and advice.

3. If the decision is made to dissolve the Village, Villages NW will notify all Village members and donors in writing of the reasons the Village will be closing and any un-earned membership fees will be returned to members. Villages NW will also request permission from the donors to use donated funds where most needed within the Villages NW Network.

I hereby affirm that I have authority and permission to sign this Memorandum of Agreement on behalf of my organization and acknowledge acceptance of the terms of this Memorandum of Agreement as set forth above:

**Villages NW:**

**[Northeast Village PDX]:**

Signature:\_\_\_\_\_

Signature\_\_\_\_\_

Title: Board President

Title: Chair, Coordinating Council

Date: \_\_\_\_\_, 2015

Date: October 14, 2015

I, Margaret L. Baldwin acknowledge that I received this document and am responsible for archiving it in our Village records and communicating its contents to my Village leadership team.

Village signature:\_\_\_\_\_

Date:\_\_\_\_\_