

**AMENDMENT #1 TO THE
MEMORANDUM OF AGREEMENT FOR BUILDING INTEGRATED COMMUNITIES
BY AND BETWEEN
CITY OF CONCORD AND
EL PUENTE HISPANO AND
THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOR ITS INSTITUTE FOR THE STUDY OF THE AMERICAS**

This Amendment #1 (“Amendment 1”) is made to the Memorandum of Agreement for Building Integrated Communities (“MOA”) by and between the City of Concord (“Agency”), El Puente Hispano (“Community”), and The University of North Carolina at Chapel Hill for its Institute for the Study of the Americas (“University”). Agency, Community, and University may be individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into the MOA on February 23, 2023; and

WHEREAS, as required by the MOA, the Parties desire to amend it to add the Budget, as that term is hereinafter defined and to memorialize the distribution of the Grant, as that term is also hereinafter defined, as detailed herein.

Therefore, the Parties agree to the following:

1. **Section 4. Compensation, E. Distribution** is added directly below Section 4. Compensation subsection D. as follows:

E. Distribution: On or about June 1, 2024, the University will process two (2) one-time grant payments totaling \$25,000.00 (“Grant”) as follows:

- i. The Agency will receive \$22,500.00, and the Community will receive \$2,500.00.
- ii. Agency and Community each attest it has met all of the following Grant eligibility requirements.
 - a. All team members were present and participated in the Program’s Events with no more than two absences per person.
 - b. The team has successfully completed an internal language capacity assessment.
 - c. The team has successfully created a Plan.
 - d. The Plan has received approval from appropriate Agency authorities.
 - e. This Grant will be used to implement the Plan in accordance with the approved budget, which is included as **Appendix A** and is incorporated herein by reference as if fully restated (“Budget”).
 - f. Grantees have not budgeted for and will not spend any Grant funds on the ineligible expenses detailed in Section 4. D. 3) of the MOA.
 - g. At least one recommendation from the Plan has been identified and will be successfully implemented no later than January 2, 2025.

- iii. Grantees agree to comply with all of the following conditions related to use of the Grant funds:
 - a. Grantees will spend the Grant funds only as specified in the Budget.
 - b. Grantees may document and reallocate Grant funds between existing line items of the Budget. Grantees may also make Budget changes that (i) cause existing line items to be deleted, so long as Grant funds have not been expended against the deleted line item(s); or (ii) add new line items; provided, however, that any new line items must comply with all of the terms and conditions of the MOA and be communicated to the University in writing before implemented. Notwithstanding the Notices provision, the communication required in this section may be transmitted to the University via e-mail.
 - c. While formal University approval is not required for Budget changes, the University may deny any Budget change before or after its implementation if, in the University's sole discretion, the University determines the Budget change is not in compliance with the MOA, or it is not within the intent of the Program.
 - d. Grantees shall submit two (2) Budget reports detailing expenses. Reports are due on or before December 15, 2024 for the period June 1, 2023 through November 30, 2024 and June 15, 2025 for the period December 1, 2024 through May 31, 2025. If a due date is on a Saturday, Sunday, or Grantee-recognized holiday, Grantees shall submit the required report on the next day the Grantee resumes its operations. The Parties will mutually agree on a reporting format; however, in the event the Parties cannot mutually agree, the University will determine the reporting format.
 - e. Grantees shall reasonably cooperate with all requests for information from the University.
 - f. All funds must be spent before the end date of the MOA. Grantees shall return all unexpended or disallowed Grant funds at the request of and in the manner required by the University.
 - g. All requests for Travel shall follow the University's policies and procedures, which can be found at: <https://finance.unc.edu/services/travel/>.

2. In accordance with Session Law 2023-134, **Section 5. Terms and Conditions, A. Access to Persons and Records** is revised and restated in its entirety as follows (added language italicized for emphasis):

- a. **Access to Persons and Records.** During, and after the term hereof during the relevant period required for retention of records by State law (N.C. Gen. Stat. §§ 121-5 and 132-1 *et seq.*, typically five years), the State Auditor, the University's internal auditors, and *the Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission* shall have access to persons and records related to this MOA to verify accounts and data affecting fees or performance under this MOA, as provided in N.C. Gen. Stat. § 143-49(9), § 147-64.7. However, if any audit, litigation, or other action arising out of or

related in any way to this MOA is commenced before the end of the retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

- 3. **DEFINED TERMS.** Any capitalized terms not defined in this Amendment 1 retain the definition assigned in the MOA.
- 4. **EFFECTIVE DATE.** This Amendment 1 is effective on the latest of the Parties execution dates (“Amendment 1 Effective Date”).
- 5. **ENFORCEABILITY.** Any section of the MOA not expressly amended here shall remain in full force and effect among and between the Parties.

This Amendment 1 is accepted and agreed to by each Party as of the Amendment 1 Effective Date, as indicated by the signature of each Party’s authorized representative below.

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOR ITS INSTITUTE FOR THE STUDY OF THE AMERICAS

By: 
DocuSigned by:
043D34A39558419...
 Printed Name: Nathan Knuffman

Title: vice Chancellor Finance & operations

Date: 5/15/2024 | 2:51 PM EDT


THE CITY OF CONCORD, NORTH CAROLINA

By: 
 Printed Name: Megan Redford

Title: Communications Specialist

Date: April 23, 2024

EL PUENTE HISPANO, NORTH CAROLINA

By: 
 Printed Name: Sandra Torres

Title: President

Date: April 23, 2024

APPENDIX A
GRANTEES' BUDGETS

Agency's Budget:

BUDGET ITEM	DESCRIPTION	TOTAL
Interpretation & Translation	Translation of vital documents, interpretation at public meetings and via calls or in person encounters	\$15,000
Language access training for internal staff	External curriculum development and facilitation, held 3x in FY25	\$4,500
For Agency Promotion of employment opportunities, events, etc.	translation of job postings and event flyers, ads in multilingual media to attract bilingual staff and promote the bilingual pay incentive	\$3,000
	TOTAL	\$22,500

Community's Budget:

BUDGET ITEM	DESCRIPTION	TOTAL
Community collaboration	Continuous meetings with Agency through FY25 – identifying linguistic priorities, providing feedback on plan implementations, etc.	\$2,500
	TOTAL	\$2,500