

## MEMORANDUM OF AGREEMENT FOR BUILDING INTEGRATED COMMUNITIES

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

This MOA details the requirements for participation in the Local Government Language Access Collaborative (“Program”).

### 1. **Background and Purpose.**

The Program is designed to build the capacity for North Carolina local governments to collaborate with community organizations in an effort to better communicate with residents in their community language. The Agency must collaborate with a Community that has a 501(c)(3) designation from the Internal Revenue Service. The Agency and Community will, together, form a team of participants.

During the Term of the MOA, each team will work through a process to:

- Learn about promising practices;
- Conduct an internal language capacity assessment;
- Develop a written language access plan (“Plan”);
- Secure Plan approval from the Agency; and
- Implement at least one recommendation from the Plan.

2. **MOA Term.** The MOA will begin on the later of (a) January 2, 2023; or (b) the date of the last Party’s signature (“Effective Date”) and will end on May 31, 2025, unless terminated earlier in accordance with this MOA.

3. **Requirements, Services, and Deliverables:** The following details each Party’s responsibilities:

#### A. **The University:**

- 1) Plan and facilitate two (2) in-person summits generally at the beginning and end of the Program.
- 2) Plan and facilitate eight (8) virtual workshops. The summits and the workshops may be collectively referred to as the Events.
- 3) Provide the Community and Agency with Event content (meeting agendas, expert speakers, supplemental materials, and Zoom links.).
- 4) Support participants to create an internal survey to assess multilingual communication capacity.
- 5) Provide Spanish language interpretation during Events at no cost to the Community or Agency. **Community and/or Agency must request interpretation services at least one (1) week in advance of the Event. Requests may be made via e-mail.**

## B. Agency:

- 1) **Participation:** Identify at least three (3) staff members to participate on the team and attend each Event. Each team member must be present at least 8 of the 10 Events. Team members must read all provided materials in advance and complete the required supplemental activities to accomplish all objectives and fulfill the MOA requirements (e.g., share internal staff language surveys, collect, and compile responses; develop a language access plan with team members; present plans to appropriate officials to secure approval; and support the implementation of plans within local government.)
- 2) **Communication:** Ensure efficient communications, including but not limited to scheduling meetings to ensure the successful completion of the Events and accomplishment of the Program's objectives. Determine preferred communication methods for both Agency team members and Community team members to encourage inclusive communication. Teams should share a blog entry or a one-page summary translated into at least one community language after each workshop on a local government website, community organization website, and/or other online public venue.
- 3) **Survey:** Disseminate a survey to all Agency departments to assess multilingual communication capacity and collect and collate responses no later than May 16, 2023.
- 4) **Plan and Implementation:**
  - a. Develop a draft Plan by November 1, 2023; and
  - b. Finalize the Plan by January 15, 2024; and
  - c. Schedule a presentation to approving council and/or local government manager and secure approval for the Plan by May 31, 2024; and
  - d. Implement at least one recommendation from the Plan by January 2, 2025.
- 5) **Costs of MOA:** Unless otherwise stated in the MOA, Agency is responsible for all costs associated with its responsibilities.

## C. Community:

- 1) **Participation:** Identify at least one (1) staff member to participate on the team and attend every Event. Team member(s) must read all required materials in advance of each Event and complete supplemental activities to accomplish all objectives and fulfill the MOA requirements (e.g., support local government team members to conduct internal staff language surveys, collect, and compile responses; develop a language access plan with team members; present plans to appropriate officials to secure approval; and support the implementation of plans within local government and in the community.)
- 2) **Communication:** Ensure efficient communications, including but not limited to scheduling meetings to ensure the successful accomplishment of course objectives. Share and disseminate Agency information and opportunities to community stakeholders.
- 3) **Plan and Implementation:**

- a. Develop a draft Plan by November 1, 2023; and
  - b. Finalize the Plan by January 15, 2024; and
  - c. Schedule a presentation to approving council and/or local government manager and secure approval for the Plan by May 31, 2024; and
  - d. Implement at least one recommendation from the Plan by January 2, 2025.
- 4) **Designation:** Continuously maintain a 501(c)(3) designation, in accordance with the Internal Revenue Code.

4. **Compensation:**

A. Each Community collaborating with an Agency will receive a one-time stipend of TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/00 (\$2,500.00) after 6 months of successful participation in the Program. Successful performance will be measured by attendance at the Events for a 6-month period beginning with the month courses are offered.

Community must submit all of the following in order to receive the one-time stipend:

- 1) Completed and signed W-9;
- 2) UNC's Direct Deposit Form for Vendors or, in the alternate, the Community may request to receive a check in lieu of direct deposit; and
- 3) Proof of 501(c)(3) status.

B. As part of the 2 in-person summits. UNC will pay Community a participation stipend of ONE HUNDRED DOLLARS AND 00/100 (\$100.00) per person per summit for no more than six (6) people per summit.

C. A roundtrip travel allowance of TWO HUNDRED DOLLAR AND 00/100 (\$200.00) per person per Event will be paid for individuals traveling to Chapel Hill from more than 100 miles (one-way) from their Community or Agency. Community and Agency are eligible for the travel allowance. The travel allowance covers mileage, meals, and lodging. Documentation should be maintained and may be required for payment or other purposes.

D. Agency and Community are eligible for a one-time grant of up to TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00) to begin implementing the Plan in 2025. Agency and Community shall determine how the dollars will be distributed between Agency and Community, and the distribution will be memorialized in an amendment to the MOA.

**All of the following conditions must be met to be eligible receive the one-time grant. Grants are not guaranteed and shall be distributed at the University's sole discretion:**

- 1) All team members must be present at and participate in the Language Access Collaborative Events with no more than two absences per person.
- 2) Successful completion of an internal language capacity assessment.
- 3) Successful creation of a Plan, including a line-item budget and narrative detailing use of the grant. The budget may not include any of the following ineligible expenses:
  - a. Alcohol
  - b. Any expense not directly supporting the Plan
  - c. Bad debt

- d. Costs incurred prior to the Effective Date of the MOA
  - e. Goods or services for personal use
  - f. Equipment or other capital expenses
  - g. Indirect costs in excess of 10% of the total budget
  - h. Lobbying
  - i. Mortgage payments
- 4) Approval of the Plan from appropriate Agency authorities.
  - 5) Successful implementation of at least one recommendation from the Plan by January 2, 2025.

5. **Terms and Conditions:** The Parties agree to the following:

- 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 and UNC's internal auditors 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.
- B. **Amendments.** This MOA may not be amended orally or by performance. Any amendment, in order to be effective, must be made in written form and signed by duly authorized representatives of each of the Parties.
- C. **Assignment.** This MOA may not be assigned or delegated by any Party without the prior written consent of the other Parties.
- D. **Availability of Funds.** Any and all payments to the Community shall be dependent upon and subject to the availability of funds granted to UNC for the purpose set forth in this MOA.
- E. **Compliance with Laws.** Each Party shall comply with all laws, ordinances, codes, rules, regulations, policies, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this MOA, including those of federal, state, and local agencies having jurisdiction and/or authority. Notwithstanding the foregoing sentence, Community will maintain its 501(c)(3) designation in accordance with the Internal Revenue Code and will immediately notify UNC and the Agency if such designation is conditioned, restricted, or revoked in any way. If Community's designation is conditioned, restricted, or revoked in any way, UNC may, in its sole discretion, terminate this MOA immediately.
- F. **Confidentiality.** The Parties expressly agree that this MOA is governed by Chapter 132 Public Records of the North Carolina General Statutes. No confidential, protected, or sensitive data governed under applicable federal or State law, including but not limited to HIPAA, FERPA, NC Identity Theft Act, or PCI-DSS shall be shared under this MOA.
- G. **Debarment.** The Parties continually represent they are not currently under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation and are not

currently listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).

- H. **Entire Agreement.** This MOA constitutes the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties, and covenants are contained herein. There are no warranties, representations, covenants, or agreements, expressed or implied, between the Parties except those set forth in this MOA.
- I. **Force Majeure.** No Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, flood, power failures, acts or threats of war, acts or threats of terrorism, hostile foreign action, nuclear explosion, riot, strike, civil insurrection, pandemic, epidemic, quarantine, acts or regulations of public or University officials including measures to limit the spread of contagious disease, governmental acts, orders, or restrictions, national, regional, or local emergency, severely inclement weather, interruption or delay of transportation service, earthquake, hurricane, tornado, or other catastrophic natural event or Act of God; provided that such Party uses reasonable efforts, under the circumstances, to promptly notify the other Parties of the cause of such delay and to resume performance as soon as possible in light of the circumstances giving rise to the force majeure event.
- J. **Governing Law.** The place of this MOA, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined. This MOA is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules. The exclusive venue for any judicial action or proceeding arising out of or relating to this MOA shall be the state or federal courts located in the State of North Carolina.
- K. **Headings and Numbers.** The headings contained herein are not material parts of the Agreement and should not be used to construe the meaning thereof. The singular of any word or phrase shall be read to include the plural and vice-versa.
- L. **Indemnification.** The Community shall indemnify, defend, and hold harmless UNC and Agency, their respective trustees, officers, employees, and agents (collectively, "Indemnitees") from and against any and all damages, costs, liabilities, losses, and expenses incurred by Indemnitees arising from or related to (i) this MOA; (ii) a breach of this MOA by the Community; or (iii) any misconduct or acts of negligence by the Community or its employees or agents in the performance of this MOA.
- M. **Independent Contractors.** The Parties and their respective employees, officers and executives, and subcontractors, if any, shall be independent contractors and not employees or agents of the University. This Agreement shall not operate as a joint venture, partnership, trust, agency, or any other business relationship.
- N. **Insurance.** The Parties shall maintain Worker's Compensation insurance as required by law. Additionally, the Parties shall assess its own risks and maintain, at a minimum, (i) Commercial Liability insurance, and (ii) Automobile Liability coverage, if applicable. Agency and Community shall provide Certificates of Insurance to UNC upon request.
- O. **Non-Discrimination.** The Parties shall not discriminate based on race, religion, sex, age, national

origin, disability, or sexual orientation.

**P. Notices and Liaisons.** The following persons shall serve as a liaison and points of contact for issues concerning work under this MOA. The identified persons may be changed at any time by a Party notifying the other Parties in writing; this notice may be provided by e-mail.

All notices, unless otherwise stated in the MOA, shall be sent via e-mail and either (i) personal delivery or (ii) delivery by a national courier (e.g., FedEx, UPS, DHL) with tracking service.

**FOR UNC:**

Dr. Hannah Gill  
Associate Director  
Institute for the Study of the Americas  
CB# 3205, UNC-Chapel Hill  
Chapel Hill, NC 27599-3205  
919- 962-5453  
[hgill@email.unc.edu](mailto:hgill@email.unc.edu)

**COPY TO:**

The University of North Carolina at Chapel Hill  
Office of University Counsel  
123 W. Franklin Street  
Suite 600A  
Chapel Hill, NC 27599

**FOR AGENCY:**

**FOR COMMUNITY:**

**Q. Payment Terms.**

- 1) Payment terms are Net not later than 30 days after UNC's receipt of correct invoice.
- 2) Invoices should be submitted to:
- 3) Each invoice will contain sufficient information for UNC to validate the expense.

**R. Publicity and Use of Names.**

- 1) The Agency and Community shall not appropriate or use the existence of this MOA or the names, logos, photographs, images, property, service marks, or trademarks of UNC or the State of North Carolina as a part of any marketing, advertising, endorsement, promotion, or otherwise, without express prior written approval of the University. Requests to use the University's names, logos, photographs, images, property, service marks, or trademarks should be directed to UNC's Office of Trademarks and Licensing (<http://www.licensing.unc.edu>). If

UNC grants express prior written consent to use the University's names, logos, photographs, images, property, service marks, or trademarks, for marketing, advertising, endorsement, promotion, or otherwise, UNC shall have the right to reject any such use proposed by the Supplier which in the University's sole discretion violates UNC's standards of advertising or is inconsistent with UNC's role and reputation as a public institution of higher education.

- 2) No Party shall use the name and/or logo of the funder, the Blue Cross NC Foundation without its prior written approval. All requests to use the name and/or logo of the Blue Cross NC Foundation shall be made to UNC through the contacts detailed in the NOTICES provision of this MOA.
- S. **Record Retention.** Records related to this MOA shall be retained for five (5) years following its expiration or termination for any reason. If any litigation, claim, audit, or other civil or criminal action (collectively, "Actions") related to performance under this MOA commences before the retention period has completed, all records relevant to the Actions must be maintained until the Actions are resolved.
- T. **Severability.** In the event that a court of competent jurisdiction holds that a provision or requirement of this MOA violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this MOA shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
- U. **Sovereign Immunity.** Notwithstanding any other term or provision in this MOA, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to UNC under applicable law.
- V. **Subcontracting.** The Community may subcontract performance of this MOA to third parties only with the express prior written consent of the University. Community remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same obligations and standards required of Community under this MOA, and the terms and conditions of this MOA shall be specifically incorporated into any agreements with subcontractors relating thereto.
- W. **Survival.** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein that by their sense and context are intended to survive the contract expiration or termination date shall so survive, unless specifically provided otherwise herein, or unless superseded by applicable Federal or State of North Carolina statutes of limitation.
- X. **Suspension.** UNC will have the right to suspend performance of this MOA at any time by providing written notice to the Parties and specifying the dates of the suspension. In the event the MOA is suspended for any reason, UNC, in its sole discretion, shall determine if any dollars are owed to the Community as of the date of the suspension.
- Y. **Termination.**
- 1) **Termination for Convenience.** At any time during the Term, any Party may terminate the MOA

by giving the other Parties thirty (30) days prior written notice.

**2) Termination for Cause.**

- a. If the Agency and/or Community fail to fulfill any of its obligations under this MOA (“Breach”), UNC will provide written notice of the Breach to the Parties with an opportunity to cure by a date certain.
- b. If the Breaching Party has not cured the Breach in accordance with the written notice and the date specified, UNC shall have the right to terminate the MOA. Termination will be provided in writing and specify the date of termination.

**3) Mutual Termination.** At any time during the Term of this MOA, the Parties may mutually agree to terminate. In the event of mutual termination, UNC, in its sole discretion, shall determine if any dollars are owed to the other Parties or if a refund is owed from the other Parties.

**4) Effect of Termination.** If the MOA is terminated for any reason, UNC, in its sole discretion, shall determine if any dollars are owed to the Community or Agency from UNC or if a refund is owed from the Community or Agency to UNC. Dollars owed to the Community or Agency from UNC or dollars owed to UNC from the Community or Agency shall be paid within thirty (30) days of the date of UNC’s notice to the Community or Agency.

**Z. Waiver.** Notwithstanding any other language or provision in this MOA, nothing is intended or shall be interpreted as a waiver of any right, remedy, default, or breach otherwise available to UNC. A waiver of any right, remedy, default, or breach on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

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6. **Execution:** This MOA is accepted and agreed to by each Party, as indicated by the signature of each Party's authorized representative below.

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

INSERT AGENCY NAME

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

INSERT COMMUNITY NAME

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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