

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” or “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between North Carolina State University (the “University”) and Wake County through its Board of Commissioners (the “County”) for the Wake Community-University Partnership (“WakeCUP”).

WHEREAS, one of the goals of the University’s strategic plan is to engage locally and globally, and specifically, to be locally responsive to the needs of the community and the state while globally engaging the grand challenges facing the international community. In that endeavor, University faculty, staff and students are committed to working collaboratively to address pressing issues in our local communities. The University promotes an integrated approach to problem solving that transforms lives and provides leadership for social, economic, and technological development across North Carolina and the world;

WHEREAS, one of the goals of the University Office of Outreach and Engagement is to leverage the distinct assets of the university to realize opportunities that emphasize reciprocity, collaboration and strong partnerships. We seek to achieve broad institutional impact by bringing together and building synergy among existing university-sponsored community engagement projects, resources and assets with community-sponsored projects, resources and assets to address mutually beneficial needs of all partners involved. We will integrate and align our resources and efforts across disciplines, colleges and units to partner university knowledge and resources with those of the public and private sectors to: enrich scholarship, research and creative activity; enhance curriculum, teaching and learning; help students to become educated, engaged citizens; strengthen democratic values and civic responsibility; address critical societal issues; and contribute to the public good;

WHEREAS, on February 19, 2018, the Wake County Board of Commissioners approved strategic goals and objectives to help guide them in the county’s funding decisions, project prioritization, and resource usage. One of those goals is to improve economic and social opportunities in vulnerable communities through strategic partnerships, and in particular to support collaboration among agencies, nonprofits, governments and the community to deliver more evidence-based services to its clients while developing a comprehensive approach to improving the overall wellbeing of residents;

WHEREAS, this Agreement outlines the joint intent and expectations of the University and the County to purposefully, proactively, and collectively work towards social and economic vitality in Wake County, including the following specific goals (“WakeCUP Goals”):

- Identify and facilitate partnership opportunities between Wake County Social & Economic Vitality (SEV) community groups and the University that respond to community-identified projects and needs within specific focal areas and specifically targeted engagement zones;
  - Focal areas (“Focal Areas”) include civic engagement, community wellness, and economic opportunity as well subareas within those Focal Areas which are identified in Exhibit 1.

- Targeted engagement zones (“Engagement Zones”) include Southeast Raleigh and Eastern Wake County (Wendell, Knightdale, and Zebulon).
- Identify and facilitate opportunities for student engagement (service, service learning, research, programs) that respond to community-identified Focal Areas within each Engagement Zone;
- Identify and facilitate opportunities for faculty and research engagement that respond to community-identified Focal Areas within each Engagement Zone; and
- Identify and secure financial resources to address community-identified Focal Areas within each targeted engagement zone;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereto contract and agree as follows:

## **SECTION 1. TERM OF AGREEMENT**

Subject to the terms and conditions hereinafter set forth, the term of this Agreement shall be **from the date last executed through June 30, 2021.**

## **SECTION 2. LEADERSHIP TEAM AND STEERING COMMITTEE**

2.1 The leadership team for the WakeCUP will include one representative from each of the following groups: the University Outreach and Engagement Office, the Wake County SEV, and the Wake County Center of NC Cooperative Extension.

2.2 The WakeCUP steering committee will endeavor to include one or more representatives from each of the following groups: the University Outreach and Engagement Office, the Wake County SEV, and the Wake County Center of NC Cooperative Extension., County Manager’s office, Raleigh City Manager’s office, and community members, municipal representatives and elected officials from the Engagement Zones.

## **SECTION 3. SERVICES TO BE PROVIDED BY THE UNIVERSITY**

- 3.1 The University will work to identify University resources and partners who may be able to assist with accomplishing the WakeCUP Goals;
- 3.2 "The University will endeavor to leverage relevant institutional networks, financial resources, and academic expertise to address the community identified needs as specified in Exhibit 1 and through collaborations with the community identified through the WakeCUP.
- 3.3 The University will identify opportunities to involve students, student organizations, and student service opportunities to work in collaboration with community partners to address the community identified needs as specified in Exhibit 1.

- 3.4 The University will endeavor to find programmatic opportunities to work in collaboration with community partners to address the community identified needs as specified in Exhibit 1.

#### **SECTION 4. SERVICES TO BE PROVIDED BY THE COUNTY**

- 4.1 The County will work to identify community members and partner organizations who will help to ensure that community perspectives, needs, and desired outcomes are fully represented and that community members are actively engaged in accomplishing the WakeCUP Goals;
- 4.2 The County, in collaboration with community members and partner organizations will work to identify community needs and support the development and implementation of community-led solutions; and
- 4.3 The County will work to identify financial and other community resources to assist with accomplishing the WakeCUP Goals.

#### **SECTION 5. SERVICES TO BE PROVIDED JOINTLY BY THE COUNTY AND THE UNIVERSITY**

The University and County will work collaboratively to develop specific, mutually-beneficial projects and programs that support WakeCUP Goals.

The University and County will work collaboratively to develop metrics to monitor progress toward the WakeCUP Goals and success in reaching targeted outcomes.

#### **SECTION 6. RELATIONSHIP OF PARTIES**

- 6.1 The University and the County agree that neither party is an officer, agent, or employee of the other party for any purpose.
- 6.2 Each party has or will secure, at its own expense, all personnel required in performing the services under this Agreement.
- 6.3 All personnel engaged in work under this Agreement shall be reasonably qualified and shall be authorized or permitted under all applicable federal, state, and local laws to perform such services.
- 6.4 Each party agrees that it shall obey all State and Federal laws, rules, and regulations which are applicable to provision of the services called for herein.

#### **SECTION 7. DISPUTE SETTLEMENT**

The parties to this Agreement agree that there should be few, if any, disagreements that result in a formal dispute and commit themselves to resolving those disagreements informally. In good faith, both parties agree to use all reasonable means to resolve disagreements.

#### **SECTION 8. TERMINATION**

Either party may terminate this Agreement at any time upon thirty (30) calendar days' notice in writing to the other Party. In addition to the foregoing, at any time, either Party may terminate this Agreement immediately and without prior notice if deemed necessary to protect health or safety.

## **SECTION 9. NOTICES**

All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by confirmed facsimile transmission, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to the University:

Vice Provost, Outreach and Engagement  
Currently, Leslie Boney  
Address: 1010 Main Campus Drive, Box 7113, NC State Campus, Raleigh, NC 27695  
Telephone: 919-515-1881  
Email: lnboney@ncsu.edu

If to the County:

Name:  
Title:  
Address:  
Telephone:  
Email:

## **SECTION 10. SEVERABILITY**

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

## **SECTION 11. GOVERNING LAW**

The parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina.

## **SECTION 12. AMENDMENT**

This contract may be amended only by written amendments duly executed by and between the County and the University.

## **SECTION 13. ENTIRE AGREEMENT**

The terms and provisions herein contained constitute the entire agreement by and between the University and the County and shall supersede all previous communications,

representations or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.

#### **SECTION 14. COUNTERPARTS AND EXECUTION**

This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an “original.”

#### **SECTION 15. AUTHORITY**

The person(s) executing this Agreement on behalf of the parties have authority to do so as an official, binding act of the organization denoted.

#### **SECTION 16. USE OF THE TERM PARTNERSHIP**

Use of the term “Partner” or “Partnership” in this Agreement is in no way intended to create or bind the parties to a legally recognized partnership entity, but is used solely for its commonly accepted designation of close cooperation and collaboration between and among the independent legal entities which are the parties to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have agreed and executed this Agreement.

WAKE COUNTY BOARD OF  
COMMISSIONERS

NORTH CAROLINA STATE  
UNIVERSITY

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

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

Warwick Arden, Provost

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

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

DRAFT

**Exhibit 1**  
**WakeCUP Focal Areas**

<b>Focal Areas</b>	<b>Sub Areas</b>
<b>Civic Engagement</b>	Capacity Building Leadership Development Civil Discourse Justice Equity and Inclusion Volunteerism
<b>Community Wellness</b>	Food Access and Security Mental Health Placemaking
<b>Economic Opportunity</b>	Income Mobility Entrepreneurship Human Capital Development Transportation