



Memorandum of Understanding

Fiscal Year 2026 Funding: University of North Carolina at Chapel Hill Food, Fitness and Opportunity Research Collaborative Communities on the Move

STATE OF NORTH CAROLINA
COUNTY OF ORANGE
TOWN OF HILLSBOROUGH

AGREEMENT

THIS AGREEMENT made and entered into as of the ____ day of October 2025, by and between the Town of Hillsborough (“Town”), a municipal corporation operated under authority granted by the laws of the State of North Carolina, and the Food, Fitness and Opportunity Research Collaborative (“FFORC”), operated under the University of North Carolina.

WHEREAS, the Town has the power and authority granted by [N.C.G.S. 160A-353](#) to perform recreational functions; and

WHEREAS, the Town has the power and authority granted by [N.C.G.S. 160A-20.1](#) to appropriate money to any person, association, or corporation, in order to carry out any public purpose that the city is authorized by law to engage in; and

WHEREAS, FFORC administers the Communities on the Move (CTM) initiative and has partnered with the Fairview Community sitting partially within the municipal limits of the Town of Hillsborough; and

WHEREAS, the Town has determined that FFORC can undertake the implementation of CTM as described in this Agreement on behalf of the Town’s interest in furtherance of this purpose as allocated in an amendment to the Fiscal Year 2026 budget ordinance.

NOW, THEREFORE, in consideration of the promises and mutual obligations set forth herein, the parties hereto do hereby agree as follows:

1. FFORC will execute the planned use of Town funds to operate the Center and provide programming as outlined in Exhibit A- Communities on the Move Funding Request (“Request”) attached hereto and made a part hereof for and on behalf of the Town within the Town’s Fiscal Year 2026 (July 1, 2025 – June 30, 2026).
2. FFORC is allocated a sum of \$45,912 for Fiscal Year 2026. This decision was discussed at the October __, 2025 regular meeting of the Town Board of Commissioners as shown in Exhibit B –

Board of Commissioners Regular Meeting Minutes. The final budget amendment was adopted on October __, 2025 and allocated funds for FFORC in the Special Appropriations budget unit within the General Fund. The total allocation to FFORC for Fiscal Year 2026 is \$45,912.

3. The allocation of \$45,912 will be paid to FFORC in a full lump sum initiated upon mutual approval of this agreement.
4. Any funds paid to FFORC for the operation and programming that are unused by, and including, the date of June 30, 2026 will be returned to the Town.
5. All monies paid by the Town to FFORC pursuant to this Agreement will be used by FFORC exclusively in accordance with the Application as set forth in Exhibit A- Communities on the Move Funding Request attached hereto and made a part hereof. The funds shall not be used for administrative or indirect costs unless specifically identified in Exhibit A – Communities on the Move Funding Request.
6. FFORC will not discriminate against any group or individual on the basis of race, religion, gender, sexual orientation, ancestry, national origin, disability or any other unlawful basis in any of its activities or operations while carrying out the duties of this contract. This nondiscrimination provision prohibits FFORC from discriminating on any of the above-listed bases with respect to employment, rendering of visitor services, or provision of benefits.
7. FFORC shall include the most recent and up-to-date version of the Town of Hillsborough logo on all printed, promotional, and identifying communications materials for the FFORC website and social media channels, where practical and logical. Promotional materials include event flyers, sponsorship information, any organization sponsorship acknowledgements, programs, T-shirts, and any signs/banners where funding under this agreement is used all or in part to sponsor. The logo shall be used within proper proportions and dimensions as noted in the Hillsborough Branding Style Guide. The logo shall be provided by Town staff upon request.
8. FFORC acknowledges that all payments to FFORC by the Town will be made on the condition that FFORC execute and comply with all terms of this Agreement. Failure to comply with the terms of this agreement may result in the requirement to repay all or a portion of disbursed funds and may disqualify FFORC from being eligible for future Town funding for a period of time determined by the Town.
9. It is understood by both parties that this Agreement may be terminated at any time by either party. A formal written notice shall be provided at least 90 days' in advance stating the reason(s) for such termination. Should it be determined or perceived that either party has defaulted on the terms of the contract said party shall be given 30 days to address or repair the stated default before termination can occur. For the purpose of this agreement the term reason(s) may include, but is not limited to: gross negligence, breach of fiduciary duties, and fraud.
10. FFORC shall demonstrate sound financial management practices within the organization and be prepared, if requested, to provide the Town with documentation of the actual use of public funds in the current fiscal year. FFORC is responsible for tracking the use of public funds in a sufficient manner of its choosing.

11. FFORC shall comply with the requirements of [Article 2 of Chapter 64 of the North Carolina General Statutes](#) (E-VERIFY). FFORC shall require subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
12. FFORC hereby certifies that they themselves, and all subcontractors, are not on the Iran Divestment List nor the Companies Boycotting Israel Divestment List ("[Lists](#)") created by the North Carolina State Treasurer pursuant to state law.
13. FFORC hereby certifies that it is not currently engaged in a boycott of Israel, as defined by [N.C.G.S. § 147-86.80](#) et seq., and agrees not to engage in such a boycott during the term of this contract.

TOWN OF HILLSBOROUGH

FOOD, FITNESS AND
OPPORTUNITY RESEARCH
COLLABORATIVE AT UNC
CHAPEL HILL

Signature

Eric Peterson

Printed Name

Town Manager

Title

Date

Signature

Printed Name

Title and/or Role in Organization

Date

"This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act."

Dave McCole
Finance Director
Town of Hillsborough

Date