

CITY OF HIGH POINT

AGENDA ITEM



Title: MOU with the State of North Carolina, the North Carolina Association of County Commissioners, and the North Carolina League of Municipalities

From: Randy McCaslin, Deputy City Manager

Meeting Date: November 5, 2018

Public Hearing: N/A

**Advertising Date /
Advertised By:** N/A

Attachments: MOU

PURPOSE:

To outline the responsibilities of the City as it participates in a four-party effort to acquire software that will eventually be used by cities, counties and the State of North Carolina.

BACKGROUND:

The State of North Carolina would like to acquire software that will meet the requirements of the Local Government Budget and Fiscal Control Act (NCGS Chapter 159 Article 3). Once the software product is acquired, it will be implemented by volunteer pilot cities and counties and will become the training platform for the Department of the State Treasurer's staff to use in working with local governments.

BUDGET IMPACT:

N/A. All cost will be paid by the State of North Carolina.

RECOMMENDATION / ACTION REQUESTED:

The City Council is requested to approve the attached four-party MOU which outlines the City's responsibilities in this effort and authorize the appropriate City Official to execute all necessary documentation.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of the ____ day of July, 2018 among the STATE AND LOCAL GOVERNMENT FINANCE DIVISION (the "SLGFD"), a division of the North Carolina Department of State Treasurer (the "DST"), the NORTH CAROLINA LEAGUE OF MUNICIPALITIES, a non-profit organization (the "League"), the NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS, a non-profit organization (the "Association") and the CITY OF HIGH POINT, a municipal corporation (the "City"). The SLGFD, the League, the Association and the City are each a separate "Party" and shall collectively be referred to as the "Parties."

Background

The purpose of this MOU is to form a Steering Committee composed of the four Parties, and to identify the Steering Committee's tasks needed to acquire a software product for North Carolina local government units that will efficiently meet the requirements of the *Local Government Budget and Fiscal Control Act* (NCGS Chapter 159 Article 3) in an effective and transparent manner, in accordance with Senate Bill 257, page J8 of the conference report (Session Law 2017-57). Once the software product is acquired, it will be implemented by volunteer pilot cities and counties, and will become the training platform for SLGFD staff to use in working with Unit Assistance List (UAL) governments.

Goals

The Steering Committee shall:

- Form a Stakeholder Group of 8-10 members (including representatives from the Steering Committee, various NC local governments, the UNC School of Government and the General Assembly) that will advise on and assist in establishing the software product needs and product selection.
- Form other groups, and hire consultants and other professionals as needed.
- Identify and contract with an experienced governmental financial software consultant (the "Consultant") to help identify a system meeting North Carolina local government needs.
- Develop and issue a Request for Proposal (RFP) to acquire a system meeting defined requirements.
- Report to and confer with the General Assembly, stakeholders and any other agencies.

The Stakeholder Group shall, with the oversight of the Steering Committee:

- Identify the specific software system requirements, and assist in evaluating proposals, and selecting the system.
- Select program pilot sites from volunteer local government units.
- Develop a uniform chart of accounts.
- Develop a readiness checklist to assist local governments in assessing and achieving readiness to implement and manage the selected software product.

Roles and Responsibilities

A. The Parties agree to:

1. Appoint the City as the Contract Administrator on behalf of the Steering Committee.
2. Appoint primary liaisons from their respective staffs to be the Parties' representatives on the Steering Committee.
3. Work in an efficient and cooperative manner to achieve the Goals stated above.
4. Maintain all records in connection with the Steering Committee's work for at least six years beyond the expiration of this MOU, including any extensions or renewals. DST SLGFD staff will maintain the official copies of all documents as support for the expenditure of funds appropriated for the project.

B. The City, as the Contract Administrator:

1. Shall be the Party to contract with the Consultant, and to enter into the RFP upon documented approval of the contract and the RFP by the Steering Committee. All contracts will include a non-appropriation clause.
2. Has the authority to incur reasonable and necessary expenses in furtherance of the Goals of this MOU, with the prior approval of both other Parties. Any incurred expenses will be paid solely by the funds made available for this project.
3. Has a veto power over any expenditure of funds.

C. Cost Reimbursement and Invoicing:

1. The Contract Administrator shall be responsible for payment of all expenses incurred by the Steering Committee in furtherance of the stated Goals, upon approval of those expenses by the Steering Committee.
2. The Contract Administrator shall submit to the Steering Committee administrative staff detailed invoices for all expenses within five business days of receipt. The administrative staff will ensure that all Steering Committee members get a copy of any invoices and related supporting materials.
3. Unanimous approval of an invoice by the Steering Committee is required before payment to the Contract Administrator of the funds needed to pay the invoice.
4. Payment by SLGFD to the Contract Administrator for approved invoices shall be made in accordance with the procedures required by the DST after the Steering Committee's approval of the invoice.
5. It is understood and agreed that any payments or reimbursements specified in this MOU, its continuation or any renewal or extension thereof, are dependent upon and subject to the allocation or appropriation of funds to DST for the purposes set forth in this MOU.
6. SLGFD shall provide monthly expense reports to the Steering Committee.

Term

The term of this MOU shall begin on the effective date set forth above, expiring on June 30, 2019. The Parties may extend this MOU, conditioned upon an approval of funds carryforward by the Office of State Budget and Management. Any extension must be in writing signed by all the Parties.

Amendments

This MOU may be amended by the mutual consent of the parties. Any amendment shall be in writing and signed by the Parties.

THIS MEMORANDUM OF UNDERSTANDING has been executed by the Parties in triplicate originals, one of which shall be retained by each Party.

STATE AND LOCAL GOVERNMENT FINANCE DIVISION

By: [Typed name]

Signature: _____

Title: _____

Date: _____

NORTH CAROLINA LEAGUE OF MUNICIPALITIES

By: [Typed name]

Signature: _____

Title: _____

Date: _____

NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS

By: [Typed name]

Signature: _____

Title: _____

Date: _____

CITY OF HIGH POINT

By: [Typed name]

Signature: _____

Title: _____

Date: _____

DRAFT