

LOCAL GOVERNMENT TECHNOLOGY INITIATIVE

STEERING COMMITTEE

MEMORANDUM OF UNDERSTANDING

THIS STEERING COMMITTEE MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of the 9 day of May, 2019 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 ASSOCIATION OF COUNTY COMMISSIONERS (the "ACC"), the NORTH CAROLINA LEAGUE OF MUNICIPALITIES (the "NCLM"), the NORTH CAROLINA GOVERNMENT FINANCE OFFICERS ASSOCIATION (the "NCGFOA"), and the CITY OF HIGH POINT, a municipal corporation (the "City"). The SLGFD, the ACC, the NCLM, the NCGFOA, and the City are each a separate "Party" and shall collectively be referred to as the "Parties."

Background

The purpose of the Local Government Technology Initiative is to identify a software product that could be utilized by local government units in North Carolina to meet essential financial, compliance, and reporting obligations in an efficient and transparent manner. Funding and authority for this project have been granted by the North Carolina General Assembly in accordance with Senate Bill 257, page J8 of the conference report (Session Law 2017-57). Project funding has been appropriated and allocated to the SLGFD Operations Budget.

The purpose of this MOU is to form a Steering Committee composed of the named Parties, define the roles and responsibilities of the Steering Committee members, and outline major project goals.

Roles and Responsibilities

The Steering Committee shall:

- Appoint primary liaisons from their respective staffs to be the Parties' representatives on the Steering Committee.
- Work in an efficient and cooperative manner to achieve the goals of the project.
- Communicate with their constituencies, as appropriate, to solicit input and/or feedback in support of Project Goals.
- Identify an experienced governmental financial software consultant (the "Consultant") to assist in achieving the goals of the project and oversee the Consultant's efforts and deliverables.
- Review and approve invoices for work performed by the Consultant.
- Form a Stakeholder Group of 8-10 members including various North Carolina local governments, and other organizations and entities.
- Form other groups, and recommend the hiring of consultants and other professionals as needed.
- Report to and confer with the General Assembly, stakeholders and any other agencies.

- 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. Steering Committee administrative staff will maintain the official copies of all documents as support for the expenditure of funds appropriated for the project.
- Issue a Request for Proposal (RFP) for a software system meeting the defined requirements.

The Stakeholder Group, with the oversight of the Steering Committee, shall assist in achieving the Project Goals, as appropriate.

The City, as Contract Administrator, shall fulfill all obligations as specified in the Local Government Technology Initiative Contract Administrator MOU, dated the 9 day of May, 2019. The Contract Administrator MOU is incorporated by reference in its entirety herein as if fully set forth.

The SLGFD, as Steering Committee Administrative Staff, shall:

- Develop a uniform chart of accounts.
- Distribute all invoices for expenses received from the Contract Administrator to the Steering Committee, along with any related supporting materials.
- Provide monthly expense reports to the Steering Committee.
- Maintain the official copies of all documents as support for the expenditure of funds appropriated for the project.
- Support the administrative needs of the Contract Administrator and the Steering Committee.

Project Goals

The Steering Committee, with the input and assistance of the Stakeholder Group and the Consultant, shall:

- Develop a readiness checklist to assist local governments in assessing and achieving readiness to implement and manage the selected software product.
- Identify specific software system requirements.
- Develop a Request for Proposal (RFP) to identify a system meeting defined requirements.
- Evaluate proposals.
- Select one or more software products meeting system requirements.

Term

The term of this MOU shall begin on the effective date set forth above, expiring on June 30, 2020. 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.

NC GOVERNMENT FINANCE OFFICERS ASSOCIATION

By: _____

Signature: _____

Title: _____

Date: _____

CITY OF HIGH POINT

By: Greg Demko, City Manager

Signature: _____

Title: _____

Date: _____

Authority to Bind

Each Party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary actions of the respective person or entity, including receipt of approvals from any governing board and/or agencies, and that the person executing this Agreement on its behalf, if applicable, has the full capacity to bind that entity.

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

STATE AND LOCAL GOVERNMENT FINANCE DIVISION

By: _____ Greg Gaskins _____

Signature: *Hug C. Gaskins*

Title: *Deputy Treasurer*

Date: *May 9, 2019*

NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS

By: _____

Signature: _____

Title: _____

Date: _____

NORTH CAROLINA LEAGUE OF MUNICIPALITIES

By: _____

Signature: _____

Title: _____

Date: _____