



TOWN OF GRIFTON
BOARD OF COMMISSIONERS
REGULAR MEETING
Tuesday, November 14, 2023
7:00 PM

AGENDA

- A. Meeting Called to Order.
- B. Pledge of Allegiance to the Flag of the United States of America.
- C. Approval of Minutes: (October 10, 2023, Regular Meeting.) *pg. 3-6*
- D. Manager's Report
1. Monthly Manager's Report *pg. 1-2 Christmas Floor*
- E. Recognition of Persons to Be Heard NOTE: This is an opportunity for public comment, and we thank you for coming to the Board of Commissioners meeting tonight to share your views. We value all citizens' input.
- Speaker comments are limited to a maximum of 5 minutes during the public comment period.
 - Groups shall designate one speaker to represent the group on a particular subject matter.
 - At the conclusion of the 5 minutes, each speaker shall leave the podium.
 - Comments will be directed to the full Board, not an individual Board member or Staff member.
 - Although the Board is interested in hearing your comments, speakers should not expect any comments, action, or deliberation from the Board on any issue raised during the public comment period.
 - Please state your full name and address.
- F. Presentation
- pg. 7-12* • The MAS (Municipal Accounting Services) is a partnership between the North Carolina League of Municipalities and Black Mountain Software to promote better financial accountability.
– Ms. Oma Lockamy
- Ms. Desha Hollowell with Globe Life/Liberty National
- H. Discussion/Action Items
1. Consideration to accept an offer to purchase Town owned property from Mrs. Shirlene Mobley and Husband Zevandah Mobley. Property located between 265 and 279 on Contentnea Drive. Also, I need a Motion to advertise for an upset bid. *pg. 13*

2. Consideration from Truly Blessed Catering Services (Terrance & Edwina Williams) to utilize the Depot. for their catering services, to include seasonal decorations of the facility. *Pg. 141*
3. Approval to adopt a resolution for Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement from Black Mountain Software. *Pg. 15-46*
4. Approval of 2023 Christmas Bonuses for employees

I. Commissioners Comments

J. Closed Session G.S. 143-318.11 (6) Personnel

K. Adjournment



November 14, 2023

Memorandum

To: Mayor and Commissioners

From: Oryan D. Lowry, Town Manager

Subject: Manager's Comments for November 14, 2023, Regular Meeting

Item E-1: Neuse Regional Water and Sewer Authority Water Treatment Plant

- Received a favorable FY22/23 Audit report from PBMares, LLP
- Christmas social is scheduled for 7 Dec. 2023 at 7:00 pm

Item E-2:

Update on St. David Street Park

- Pick-Nick area has been painted, and improvements to the interior have been completed. Plan to address the walking path this week (Week of the 14th)

Item E-3:

The Town of Grifton's annual audit began on Tuesday the 5th of September and concluded 4 October 2023 (**Closing out 2022-2023 Budget Year**) with no significant findings. Town Staff received a DRAFT of our final audit on 7 Nov. 2023, and it will be presented to the Commissioners during our December meeting.

Item E-4:

Dates to remember: 18 Nov 2023 (Movie Night St. David Street Park) Toy Story 4

Community Clean-up at Grav-yard over at the RV Park

Town Hall schedule for Thanksgiving 11/22 (Half Day) Closed 11/23 & 11/24

Annual Christmas Parade is 2 Dec. 2023 at 4 pm (Town of Grifton)

- Vendors set up by 12 noon.
- Movie Night (Polar Express)

- The Commons Flagpole/Christmas Tree will be erected this week.
- Town of Grifton annual Christmas Lunch 14 December 2023 12 pm (Depot.)
- Catered by Truly Blessed Catering Services, INC

Item E-5:

Mr. Jeremy King accepted the offer of employment for the Cross-Connection ORC position.

- Completed the ORC Designation form and emailed to the NC Water Treatment Facility Board

Grifton Christmas Parade

Saturday, December 2, 2023 at 4 pm

Vendors set up by 12 noon

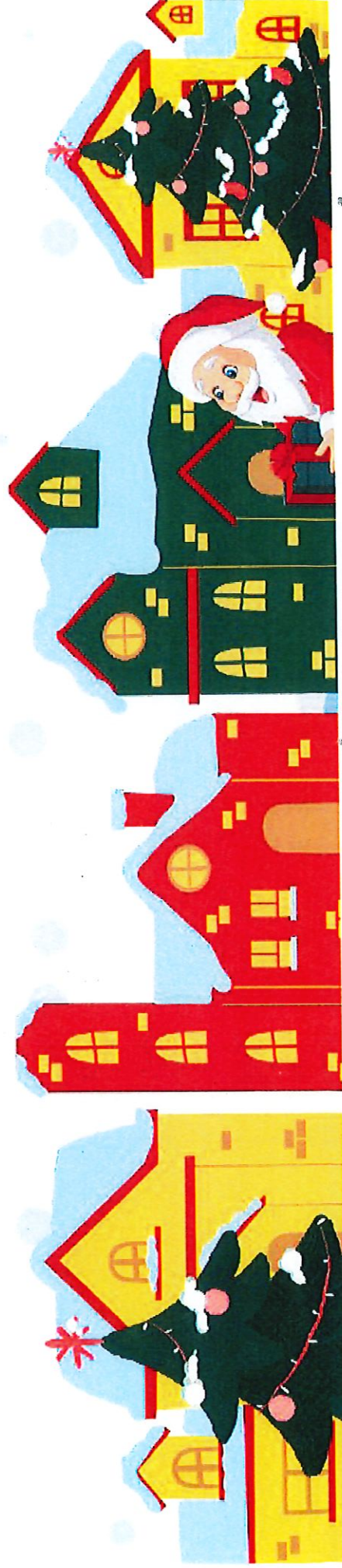
Christmas Tree Lighting

Santa available after the parade for pictures

Contact Patricia Riggs for more information 252-814-3747



Scan QR Code for Parade Entry Form



**TOWN OF GRIFTON
BOARD OF COMMISSIONERS
REGULAR MEETING
TUESDAY, OCTOBER 10, 2023
7:00 PM**

Present: Mayor B.R. Jackson; Commissioners Angela Gay, Jessica Daigneault, Claude Kennedy, Raymond Oakes, Manager Oryan Lowry, Clerk Tina Mitchell

Absent: Commissioner Will Barnes

Mayor Jackson called the meeting to order.

Mayor Jackson led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

Approval of Minutes

Commissioner Kennedy made a motion to approve minutes as presented. The motion was seconded by Commissioner Gay. The motion carried unanimously.

Manager's Report

Update from Pitt County Planning Department (Thomas Shrader, CFM)

- 1) 504 Main Street-closed on 9/15/2023. Trespassing signs have been posted, and all entrances will be boarded up this week.
- 2) 434 Creek Shore Drive-Offer to Purchase has been accepted. We're trying to get all the paperwork in order and get a closing scheduled.
- 3) 6958 Gordon Street-Offer to Purchase has been accepted. We're waiting for additional gap funding to be approved that will help the owner purchase a new home.
- 4) 802 Wiley Gaskins Road-Offer to Purchase has been accepted. We're waiting on the owner to move out of home, then get a closing scheduled.

Also currently reviewing our demolition and asbestos testing Requests for Bids, which will ideally go out next week. Once we get those out, I'll have a more certain timeline for demolition.

Update on St. David Street Park – sinks and toilets have been replaced, the doors have been replaced, moving forward with ceiling/floor improvements.

The Town of Grifton's annual audit began on Tuesday September 5, 2023, and concluded October 4, 2023 **(Closing out 2022-2023 Budget Year)** with no significant findings. We will receive the final report during the December Meeting.

Dates to remember:

November 18, 2023 (Movie Night St. David Street Park)

Fireman's Day is October 14, 2023 (Serving BBQ Plates)

October 20 & 21, 2023 (John Lawson Legacy Days)

Trunk or Treat October 28th from 6:00 PM – 8:00 PM (First Citizens Bank)

Shad Festival Chili Cook-Off October 28, 2023 (Train Depot)

(3)

I will be attending the ENC Regional Managers Meeting Thursday, October 26, 2023 (Focus is on emergency Management Preparedness & Response).

Recognition of Persons to Be Heard NOTE: This is an opportunity for public comment, and we thank you for coming to the Board of Commissioners meeting tonight to share your views. We value all citizens' input. Speaker's comments are limited to a maximum of 5 minutes during the public comment period. Groups shall designate one speaker to represent the group on a particular subject matter. At the conclusion of the 5 minutes, each speaker shall leave the podium. Comments will be directed to the full Board, not an individual Board member or Staff member. Although the Board is interested in hearing your comments, speakers should not expect any comments, action, or deliberation from the Board on any issue raised during the public comment period. Please state your full name and address.

- 1) Paul Foxworth of 301 North Seacrest, Kinston N.C. Mr. Foxworth shared that he came to represent the Achievers Academy of North Carolina. He wanted to introduce the organization to the Board members and the Grifton community, to let them know what is upcoming. They are a nonprofit 501C3 organization that supports kids and after school programs and some enrichment programs. He wanted to commend the Grifton School for meeting the state requirement for growth this year. There is still room to grow, and the organization wants to be a part of that. Mr. Foxworth covered several programs that they offer. They are in Kinston N.C. There are 3 major pillars that they stand on and they are collaboration, sustainability and caring. Mr. Foxworth introduced himself as the Executive Director and Achievers Academy, as an organization that will be coming to our Town to help make a difference in the lives of our youth.
- 2) Arlease Newton of 6936 MLK Drive of Grifton. She shared that she still has several concerns about kids going into the grown-up brush across the street from her and would like for it to be cleaned up. She also said that they are still parking long distance trucks on the side of the road.
- 3) William Roach of 6914 MLK Drive shared concerns about the Tennis Court in Grifton looking bad and in need of cleaning up. Also, he mentioned that on Main Street, after some sewer work was done, they have not paved the road where the repairs were made. He shared that there are a pair of shoes hanging over the power lines before you cross the bridge. He asked if they could be taken down.
- 4) David Conway of 7043 Church Street Grifton, asked if the new ordinance about parking big trucks on the street would affect him. Mayor B. R. Jackson said that it wouldn't affect him because his vehicles are parked on his own property.

Special Presentation

Officer Cody Johnson was given a special recognition for performing a life saving CPR on a 25-year-old that coded and was resuscitated by Officer Cody Johnson prior to EMS arrival. The patient is alive and doing well.

Mr. Mark Warren – In appreciation for dedication and commitment to our community and its citizens from the Town of Grifton (**Interim Town Manager, 2018 – 2023**)

B.R. Mayor shared that he served as our Interim manager for the Town for five years and we appreciate everything that he has done for the Town.

Public Hearing

On a motion of Commissioner Gay, seconded by Commissioner Daigneault, that we go into a Public Hearing. Motion carried Unanimously.

1. Public Hearing on the following recommendation from the Grifton Police Department to revise the Town's local ordinance 72.00 – 72.11:
Parking of Commercial, Industrial and Construction Trucks within the Business District.

On a motion of Commissioner Kennedy, seconded by Commissioner Gay, that we go out of Public

(4)

Hearing. Motion carried Unanimously.

On a motion of Commissioner Kennedy, seconded by Commissioner Oakes, that we go back into our regular meeting. Motion carried Unanimously.

Discussion Items

1. Consideration from the Grifton Police Department to revise the Town's local ordinance 72.00-72.11: Parking of commercial, Industrial and Construction Trucks within the Business District.

On a motion of Commissioner Kennedy, seconded by Commissioner Gay, that this be adopted as read. Motion carried Unanimously.

2. Consideration from Shimura Hardy to build a practice field on Town allocated/owned property from FEMA and to ask for sponsorship from the Town of Grifton.

This item was tabled until further notice due to the absence of Commissioner Barnes.

3. Consideration from the planning Board of a Zoning Compliance Permit/Application from Mrs. Abigail Johnson 469 West Main Street Grifton North Carolina 28530.

Manager Oryan Lowry shared that the Planning Board denied this request due to the application does not comply with the Town of Grifton's Land Usage Ordinance 152.125 General (F) one building per lot. Land Usage Table pg. 86 does not meet minimum Front setbacks. Zoning Code 152.162 Manufactured Homes, Class B (D) underpinning/Foundation.

On a motion of Commissioner Kennedy, seconded by Commissioner Gay, that this be denied. Motion carried Unanimously.

4. Consideration to allow the use of St. David Street Park to host movie night for the community on November 18, 2023, at 7:30.

On a motion of Commissioner Daigneault, seconded by Commissioner Kennedy, that this be allowed. Motion carried unanimously.

Commissioner Comments

Commissioner Kennedy would like to thank Manager Oryan Lowry and the Utility Staff for getting the Creekside Overlook Park cleaned up and looking very good. He also recommends that it be done three times a year instead of once a year. He also expressed some concerns about the St. David St Park building needing attention. Behind the building, the walkway needs some attention. The roots are pushing up through the asphalt and that makes it dangerous to walk on. He also mentioned that the pavilion at the picnic area needs to be painted.

Commissioner Oakes asked if there was a problem with recycling because the last two times, the recycle was not picked up.

Commissioner Daigneault would like to thank Manager Oryan Lowry for coming out to help with Community Cleanup Day at the St. David Street Park. She also thanked Manager Oryan Lowry and Mayor B.R. Jackson for coming out to the movie night. We are looking forward to the next movie night in November. She hopes that everyone will partake in the upcoming events in the community.

Commissioner Gay asked about the pavement at the end of Casey Drive where they had to dig up the pavement for the new home that was built in that area. She mentioned that they filled it in one time before, but it keeps washing out. Manager Oryan Lowry said that Casey Drive is on the list to be re-paved.

Closed Session G.S. 143-318.11 (6) Personnel

On a motion of Commissioner Kennedy, seconded by Commissioner Oakes, that we go into closed session. Motion carried Unanimously.

(5)

On a motion of Commissioner Kennedy, seconded by Commissioner Daigneault to exit the closed session and return to the regular meeting. Motion carried unanimously.

On a motion of Commissioner Kennedy, seconded by Commissioner Daigneault that we move forward with the request to hire Jeremy King as our Cross-connection ORC.
The motion carried unanimously.

Adjournment

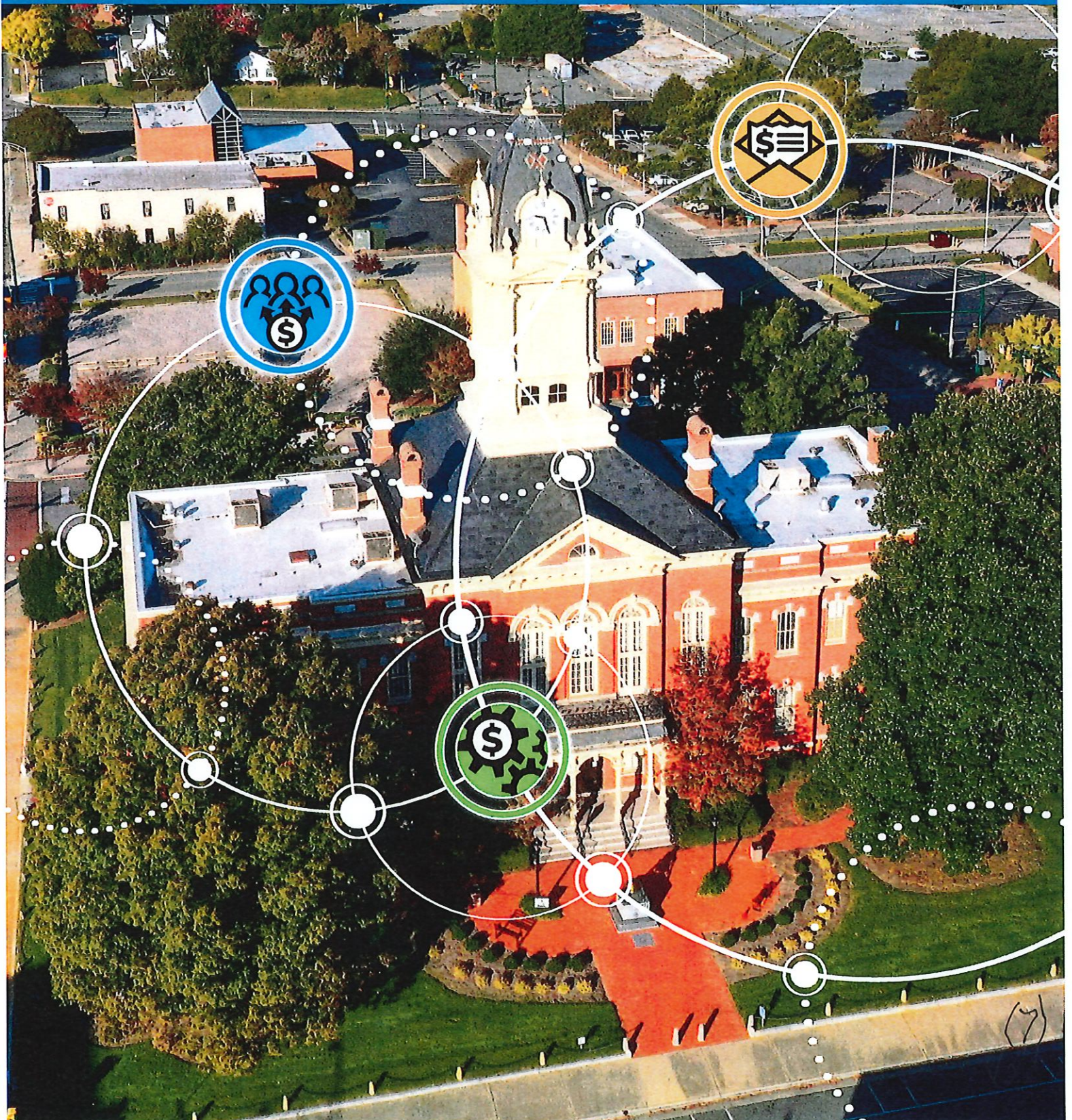
There being no further business Commissioner Kennedy made a motion to adjourn. The motion was seconded by Commissioner Daigneault. The motion carried unanimously.

Respectfully Tina
Mitchell
Town of Grifton

MAS

MUNICIPAL ACCOUNTING SERVICES

 **NCLM**
NC LEAGUE OF MUNICIPALITIES



MAS

MUNICIPAL ACCOUNTING SERVICES

The MAS program will assist selected municipalities in complying with fiscal requirements of the State of North Carolina, including the proper accounting and use of funds provided to them through the American Rescue Plan Act (ARPA).

This project is being supported by funding from the by the U.S. Department of the Treasury pursuant to Section 602(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021) awarded to the State of North Carolina and then sub-awarded to the League pursuant to The State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6).

Costs of the licensing, implementation, and accounting assistance for eligible municipalities will be paid directly, for an agreed upon period, by the League from ARPA grant funds that it has received.

The League is a member-driven organization representing the interests of cities and towns in North Carolina. Through their collective efforts, League member cities and towns better serve their residents and improve quality of life.

For more than 100 years, the League has been one voice for cities and towns working for a better North Carolina. The Purpose of the League has always been to promote excellence in municipal government, provide opportunities for officials to exchange ideas, to advocate for cities and towns, and to develop a "cooperative" approach to all municipal problems of statewide import."

By agreement between a municipality and NCLM, the League may be provided access into the municipality's financial system to provide accounting and reporting assistance, limited assistance with software functionality, and general financial oversight responsibility.

This League program is intended to promote better financial accountability and reliability throughout the year for these smaller governments, in addition to the towns and cities on the "Unit Assistance List", to help them achieve "year-end readiness" for financial statement preparation and timely audits.

NCLM is partners with Black Mountain Software to provide accounting solutions and financial operations best practices for the League's MAS program.



(S)

CUSTOM-TAILORED SOFTWARE SUITES FOR SMALL TOWN NORTH CAROLINA

MAS program participants will utilize Fund Accounting Suite.
Payroll and/or Utility Billing Suites may be added if necessary.



FUND ACCOUNTING SUITE

Financial management software solutions built specifically for local government.

Applications included:

- Accounting** Essential functions including general ledger, accounts payable, and extensive reporting
- Remote Requisitions** Automate and speed up the approvals for pending purchase requests
- Purchase Orders** Manage the flow of procurements and encumbrances into payables
- ACH Credit** Save time and money by distributing vendor payments electronically
- Positive Pay** Prevent fraud by providing your bank a file with check details for verification
- Cash Receipting** Simplify recording payments and accounting with receipt types and templates
- Budget Preparation** Create budget scenarios for council approval; import final budget to Accounting

The Accounting application is central to Black Mountain's family of local government accounting software. It's loaded with necessary features and functions, including general ledger, accounts payable, journal entries, cash bank reconciliation, and hundreds of reports. Grant/Project Management comes standard. Reporting is available on either a cash, modified, or full accrual basis, depending on your specific needs. All of the applications in this suite, plus Payroll and Utility Billing, are fully integrated to eliminate duplicate data entry and improve cross-functional efficiency.



PAYROLL SUITE*

Streamline and automate your entire payroll process.

Applications included:

- Payroll** Process payroll for employees and pay liabilities in a single application
- ACH Direct Deposit** Save time and money by distributing employee wages electronically
- Employee Portal** Empower employees to view their own payroll information when they need it

The Black Mountain Software Payroll suite includes integrated applications to fulfill essential employee expectations—accurate pay, direct deposit, and on time. You'll experience added flexibility and ease with which Payroll handles varied pay periods, leave, benefits and accounting. Plus, the Employee Portal provides secure, on-demand employee access to their payroll information.



UTILITY BILLING SUITE*

Automation and flexibility from meter reading and billing to collection.

Applications included:

- Utility Billing** Provides flexible billing cycle options for nearly any type of rate structure
- ACH** Allows billed amounts to be collected electronically from a customer's bank account
- AMR Interface** Download meter readings directly into the billing system
- Email Bills** Email utility bills saving money on paper, ink, and postage
- Summit Service Orders**** Enables field staff to update account information with a phone or tablet

**Available as a standalone application (without Utility Billing)

Black Mountain Software's Utility Billing system helps automate and simplify any utility department's workflow. Our UB software can handle nearly any type of rate structure and provides flexible billing cycle options. We've also bundled easy-to-use, time-saving applications to further increase your efficiency. Whether you're updating customer information, looking up account statuses, processing bills or managing service orders, Black Mountain Software's Utility Billing suite gives you the flexibility and control you need.

*Payroll and/or Utility Billing suites must be purchased with the Fund Accounting suite.



(9)

EXPAND YOUR CAPABILITIES

with integrated, add-on options for your specific needs.



FUND ACCOUNTING

- Credit Card Manager** Track, document, reconcile, and report employees' credit card activity
- Department Security** Restrict posting and viewing of other departments accounting and reports
- Check Signer** Electronically print checks with signatures at the same time
- Cash Receipting Hardware** Improve the receipting process with a cash drawer, receipt printer, and/or wireless barcode scanner



PAYROLL

- Daily Time Cards** Electronic time sheet with approval processes that exports into Payroll
- Time Clock Interface** Import time keeping system information directly into the Payroll process



UTILITY BILLING

- Intelligent Mail Barcode** Print postal barcodes on outgoing utility bills to reduce mailing costs
- Processing Interface | BDS** Enables payment transactions and customer account information for statement processing, online payments, merchant payment solutions, IVR phone payments and more
- Amortization** Calculate, bill, and monitor amortized payments of principle and interest
- Rate Analysis** Compare and analyze the effects of various new rate structures on revenue using customer usage for accurate forecasting
- Refund Checks** Print refund checks directly from Utility Billing to eliminate sending info to AP

MISCELLANEOUS ADD ONS

- Asset Manager** Track fixed assets and non-depreciable inventory, plus calculate depreciation
- Mobile Asset Tracking** Enhance asset tracking using barcode tags to scan inventory items
- Accounts Receivable** Billing system for miscellaneous items: print invoices, statements, recurring bills along with aging and product sales reports
- Human Resources** Manage employees' information, benefits, evaluations, and provides ACA reporting capabilities
- Mini HR** Track dependent information and provides ACA reporting capabilities
- Business Licensing** Maintain specific information about each business, generate renewal notices and print licenses
- Cemetery Management** Record and identify physical plot, plot owner, occupant, and genealogy information
- Permitting** Issue and charge for permits based on several rate options; schedule and track inspections and violations
- PublicView** Provide financial transparency by publishing budget reports on your website for community access
- Summit Code Enforcement** Web-based case management software to document violations, track inspections, record all correspondence and fees associated with violations
- SAMSID** Calculate, bill and receipt payments for Special Improvement Districts or Special Assessments
- Property Tax** Calculate, bill and collect city property taxes
- Sales Tax** Aids the process of receipting and reporting tax payments for various specifications and business types



(10)

COMPANY PROFILE



Black Mountain Software is a Montana-based firm that continues to expand in order to meet the information management demands of local governments across the nation. Founded in 1988, BMS has cultivated a reputation for unrivaled software products and superior customer service and support. Black Mountain Software serves over 600 clients across 24 states including North Carolina.

Service and Support

At Black Mountain Software we fully support the software we provide. Our specially trained staff is available to provide service and support during the hours of 7:00 a.m. to 5:30 p.m. (Mountain Time), Monday through Friday (excluding most federal holidays). When your staff calls our office, we are ready to answer your questions and solve your problems as quickly and efficiently as possible.

Because we are focused on responding to the needs of our clients, we are frequently making minor improvements and enhancements to our applications. After strict testing, these updates are immediately available to our clients. All modifications are recorded in each application's Change Log so our users have an up-to-date list of any and all changes, enhancements, report additions, or improvements. We also ensure all necessary upgrades meet federal and state requirements for reporting purposes. Upgrades occur when new options become available or by detailed client requests.

Our software is accessed via the BMS Cloud. It provides all the trusted software functions we are known for but with greater reliability, better performance and improved security like nightly backups, data protection, and disaster recovery.

Training

Software installation and training are included as part of the MAS Program. There are no hourly, per call, or hidden training fees. Best of all, the majority of our installations and training services are performed remotely to minimize client costs by eliminating travel expenses.

Online training provides thorough and succinct training sessions at your convenience. We can schedule accounts payable training during the week of your first live accounts payable run, payroll training during the week of your first live payroll run, bank reconciliation training for the week your bank statement arrives, etc. Additional individual online training, as in the case of training new office personnel, is also included with our software. Training times can be set up ahead of time to ensure your new staff members will be brought up to speed on the navigational and operational basics of our applications, or whatever is needed or requested.

If your entity decides you would rather have on-site training, this can easily be accommodated. Travel expenses will apply (see specifics on quote). However, all training labor and installation is still included in the purchase price.

Personnel

We take great pride in having an excellent, multidisciplinary staff with the ability to sufficiently serve our growing client base. We have excellent systems analysts, programmers, and support staff, many of which have worked in local government as clerks and accountants. We feel this enables us to have the best understanding of your exact needs.

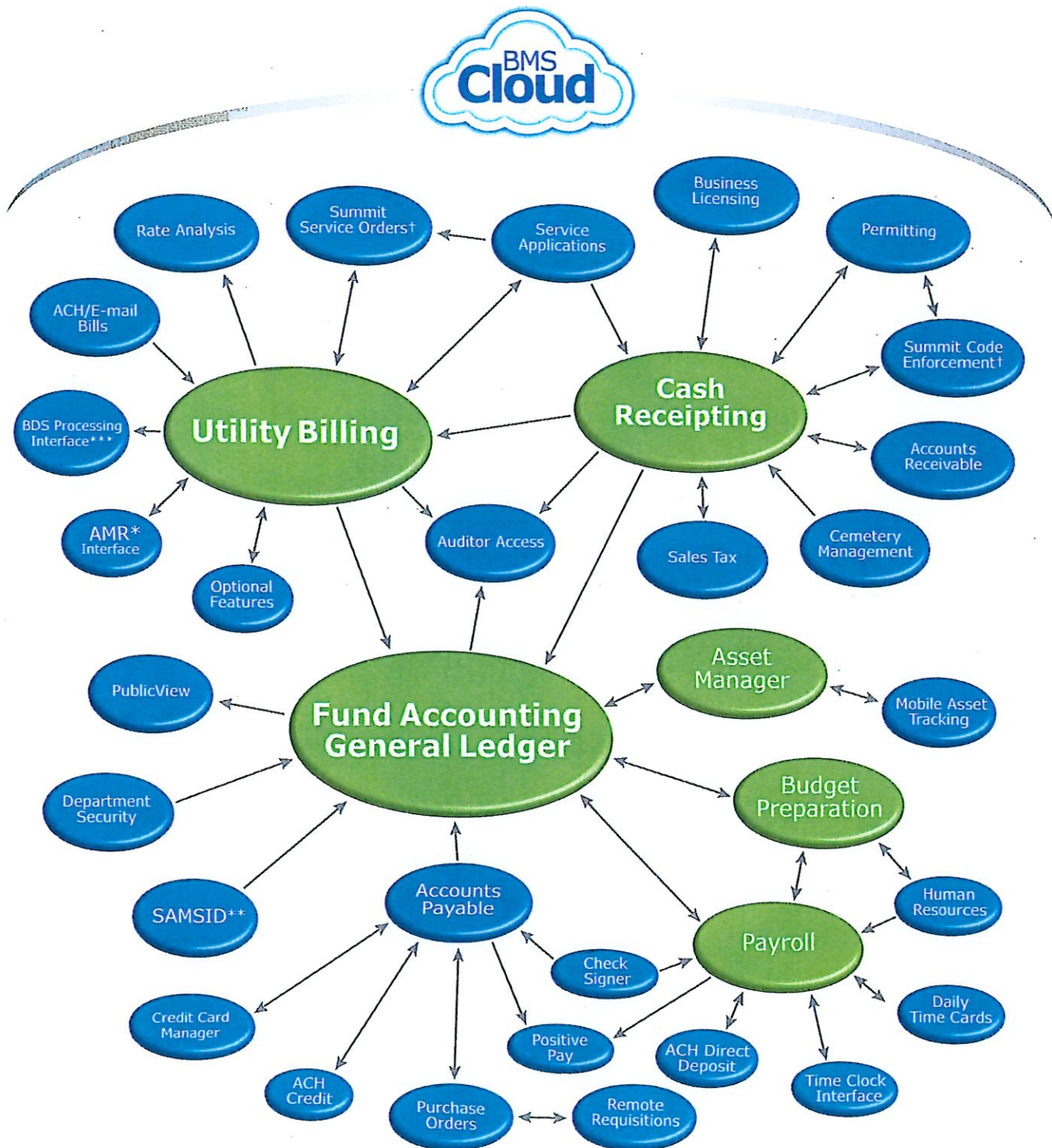
Our Team Is Your Team

Our management, engineering, and customer support staff represent some of the most experienced professionals in the industry and allow us to provide you with exceptional products and services essential to your success. For a more personalized look at our team's background, qualifications, and areas of expertise, our website features staff biographies and photos to help you become better acquainted with your BMS team.

(11)

ACCOUNTING | UTILITY BILLING

Software Relationships



* Automated Meter Reading Interface

** Special Assessment Manager and Special Improvement District Manager

*** BDS - credit card payments, online payments, IVR phone payments, etc

† Web-based application

(12)

Town Of Grifton

To whom it may concern:

I Shirlene Mobley and my Husband Zevandah Mobley would like to put a bid of \$500.00 on a piece of property that is between 265 and 279 on Contentnea Drive in the city limits of Grifton NC. The property has been empty since after the storm Matthew in 2016. The house was torn down and the property had not been managed by anyone until I took it on my own to keep it clean. I have been keeping the broken limbs from the trees, spraying for insects and mowing the grass. I am now paying someone to keep the grass cut. The property runs into mine and I want to keep animals and snakes away as much as possible. I know that I can not put a structure to live in on this property. I was told that the town could not afford to keep the property clean. Please take my bid in consideration that I have been maintaining the property out of my own pocket.

Thank you very much.

Shirlene Mobley

(13)



**TRULY BLESSED CATERING
SERVICES, INC**
CATERING SERVICES

(252) 214-2527
trulyb4@aol.com

Town of Grifton
Mr. Oryan D. Lowry, Town Manager
Board of the Town of Grifton, NC
528 Queen Street
P.O. BOX 579
Grifton, NC 28530
10/18/23

Greetings,

Truly Blessed Catering Services, Inc. is a licensed catering company that would love to cordially extend our catering services to the Town of Grifton and its surrounding areas at The Depot Railroad Tracks in Grifton, NC. With over 20 years of experience in the industry, we pride ourselves on preparing customized menus of the highest caliber. Our team is renowned for crafting exquisite carvings of fruits and vegetables by hand, lending an unparalleled level of sophistication to our culinary offerings. Our clientele spans private parties, birthday celebrations, weddings, churches, in-home gatherings, and offices. We have also catered for notable individuals, such as Ms. Mary Perkins-Williams, Commissioner at the Pitt County Board of Commissioners, and the Pitt County Partner for Health. Our detailed proposal presents a comprehensive overview of our business and the wide range of services that we offer.

Additionally, we extend an invitation to sample our menu before you accept our services for your Christmas Party and other future functions. Our experienced team is dedicated to providing professional assistance in planning and coordinating all aspects of your event, including the appropriate colors and decorations for your tables and chairs, table etiquette style, and ensuring your satisfaction during the function. Our team at TBCS is well-versed in performing duties with every type of commercial equipment in the kitchen. We are committed to providing exceptional service, drawing upon our special gift and many years of experience in planning, coordination, and elegance. Our primary focus is to provide our clients with the highest levels of professionalism, ensuring their happiness and satisfaction. We guarantee that all food is expertly prepared, delicious, and presented in a manner that is nothing short of breathtaking.

We offer a competitive rate of \$300 per month and respectfully request that you exclusively choose Truly Blessed Catering Services, Inc. for all your catering and decor needs. Our team will gladly provide menus of your choice, pricing, and decor preferences. We would be honored to discuss our services and pricing with you in further detail. We sincerely appreciate the time you have taken to consider our proposal. We respectfully request that you include us in your decision-making process. Your thoughtful consideration of our proposal will be invaluable to us in determining the path forward. Thank you for your attention to this matter.

Sincerely,
Terrance & Edwina Williams
Truly Blessed Catering Services, Inc.
(252) 214-2527
trulyb4@aol.com
Find us on Facebook

(14)

**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF
AGREEMENT**

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "League Grants".

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League's Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE TOWN OF GRIFTON:

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the 14th day of Nov, 2023

TOWN/CITY OF GRIFTON

By: _____
(B.R. Jackson)
Mayor

ATTEST:

(Tina Mitchell)
Town Clerk

Exhibit A
MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the "Agreement") is entered into as of the Effective Date set out below, by and between the Town of Grifton (hereinafter the "Municipality") and the NC League of Municipalities (hereinafter the League), each additionally referred to as a "Party"; and collectively as the "Parties." This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties ("Effective Date").

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "**League Grants**".

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors ("Contractors").

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League ("League Services"). See Exhibit A.
- Services rendered by one or more service providers ("Contractor Services") retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter "Additional Services") may be offered to the Municipality by the League during the League's Grant period pursuant to this Agreement. The Municipality's official, who is designated in the Municipality's adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14-234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury."

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

2. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

3. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

4. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

5. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

6. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

7. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

8. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

9. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF GRIFTON**

Town of Grifton
a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Oryan D. Lowry

Executive Director

Town Manager

Date of Signature

14 Nov. 2023
Date of Signature

ATTEST:

Town Clerk (or designee)

Exhibit A

League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

6. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

7. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

Exhibit B

License Agreement for Purchase and Support of Application Software



This AGREEMENT is made and entered into by and between BLACK MOUNTAIN SOFTWARE LLC, located at 110 Main Street, Suite 3, Polson, Montana 59860 (hereinafter referred to as BMS), and the Town of Grifton, located at 528 Queen St, Grifton, North Carolina 28530 (hereinafter referred to as LICENSEE).

The LICENSED SOFTWARE, as such term is used in the Agreement, includes all software products that the LICENSEE has obtained from BMS through purchase, lease, subscription, or rental and includes software, associated files, and documentation that may be related thereto, as the same may, from time to time, be amended, updated, or customized. The software products, associated files, and documentation that together constitute a computerized system are hereinafter referred to as LICENSED SOFTWARE. Examples of LICENSED SOFTWARE include, but are not limited to, the following products: (a) BMS Cloud Hosting, software hosted on cloud servers which the LICENSEE is granted access to; and (b) BMS Summit products, web application software hosted online which the LICENSEE is granted access to.

BMS hereby grants LICENSEE a limited, nontransferable, non-exclusive LICENSE to an executable copy of the LICENSED SOFTWARE, solely for LICENSEE's own internal business purposes and subject to the terms set forth herein. All rights not expressly granted to LICENSEE are reserved by BMS and its licensors. LICENSEE's ownership of and right to use the LICENSED SOFTWARE shall survive termination of this AGREEMENT. Notwithstanding, LICENSEE's obligation to only utilize the LICENSE SOFTWARE for internal business purposes and not transfer to other entities, not named in this AGREEMENT, shall survive termination of this AGREEMENT.

SCOPE OF SERVICES & FEES

The Scope of Services to be provided by BMS are more specifically set forth in Exhibit 1 to this AGREEMENT.

The Initial Service Fee for each software product provided to LICENSEE is to be paid for by the NC League of Municipalities (hereinafter referred to as "NCLM") pursuant to the Municipal Accounting Services Assistance Master Agreement. The Initial Service Fee Schedule is attached hereto as Exhibit 2. This Initial Service Fee shall cover a period of three (3) years ("Initial Performance Period") beginning upon the date on which the BMS commences implementation of the software for LICENSEE. . Thereafter, LICENSEE shall have the option to continue this AGREEMENT as described below.

During the Initial Performance Period, neither the LICENSEE nor BMS shall make any changes, directly or indirectly, to the Scope of Services, as stated in Exhibit 1 of the Agreement, or the Initial Service Fee paid by the League as indicated in Exhibit 2 of the Agreement, without the prior written approval of the NC League of Municipalities. All costs incurred for activities outside of Exhibit 1 and Exhibit 2 of the Agreement or without prior approval of the NC League of Municipalities shall be borne by the LICENSEE.

After the Initial Performance Period expires, LICENSEE shall be notified annually of rates for the Annual Service Fee for the upcoming year in sufficient time for budgeting, if requested. LICENSEE agrees to

payment of Service fees for as long as LICENSEE uses the LICENSED SOFTWARE.

1. WARRANTY AND LIMITATIONS OF LIABILITY

All work performed under this AGREEMENT shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the LICENSEE, and shall conform to all prevailing industry and professional standards.

BMS does not warrant that the functions contained in the LICENSED SOFTWARE meet LICENSEE'S requirements. It is the responsibility of LICENSEE to determine that the functions provided by the software meet LICENSEE'S needs. In addition, LICENSEE assumes the entire risk of using the LICENSED SOFTWARE.

BMS agrees to use reasonable efforts to correct any material errors found in the LICENSED SOFTWARE, during the term of this and any subsequent AGREEMENTS regarding the LICENSED SOFTWARE, at no additional cost to LICENSEE. An error, or "bug", is defined as a logical defect in the software that causes it to perform a specific function or calculation in an improper manner, or not as originally intended or designed.

LICENSEE agrees to report any suspected error to BMS and to provide a detailed description of the situation surrounding the detection of the suspected error. BMS shall analyze the situation and determine the cause of the problem. If it is a material error, BMS shall use reasonable efforts to correct it and provide a new copy of the corrected executable code for use by LICENSEE. If an error has caused the loss or inaccessibility of any significant data previously entered into the LICENSED SOFTWARE by LICENSEE, BMS shall provide all reasonable assistance necessary to retrieve or reenter such data. BMS shall advise LICENSEE if there are charges associated with the data recovery effort.

IN NO EVENT SHALL BMS HAVE ANY LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR DAMAGES RESULTING FROM LICENSEE'S USE OR POSSESSION OF THE LICENSED SOFTWARE.

IN NO EVENT SHALL BMS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUE BY LICENSEE OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES INCURRED OR SUFFERED BY LICENSEE, EVEN IF BMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FURTHER, EXCEPT FOR CLAIMS BASED ON US PATENT OR US COPYRIGHT INFRINGEMENT OR FOR PERSONAL INJURY OR PHYSICAL LOSS OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF BMS, LICENSEE AGREES THAT BMS'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND ARISING AS A RESULT OF, OR RELATED TO, THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE), WARRANTY, OR ON OTHER LEGAL OR EQUITABLE GROUNDS, SHALL BE LIMITED TO GENERAL MONEY DAMAGES AND SHALL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY BMS FROM LICENSEE FOR SUCH SPECIFIC LICENSE FOR THE PARTICULAR PRODUCT(S) AND SERVICE PERIOD(S) TO WHICH THIS CLAIMS PERTAIN.

LICENSEE'S REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE LICENSED SOFTWARE AND ANY OTHER GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, OR (iii) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

2. OWNERSHIP OF SOURCE CODE

BMS owns the copyrights and all associated intellectual property rights to the licensed software which is considered confidential and a trade secret. The original source code for each software product, including any alterations or customization requested and paid for by the LICENSEE, is the sole property of BMS. The original source code is not provided as part of this AGREEMENT. LICENSEE is only granted permission to utilize a copy of the executable code for each software product, subject to the terms and restrictions set forth in this AGREEMENT. However, if BMS should discontinue its operations so as to no longer be in a position to service, update, or otherwise care for its software products under this AGREEMENT, BMS shall take all reasonable steps to provide LICENSEE with a single copy of the then-current version of the source code of each software product LICENSEE utilized, at no additional charge. The source code supplied to LICENSEE under this provision shall be subject to each and every restriction on use and disclosure set forth in this AGREEMENT, and LICENSEE acknowledges that the source code and its associated documentation are extraordinarily valuable proprietary property of BMS that shall be guarded against unauthorized use or disclosure with great care.

3. NONDISCLOSURE

All rights of any kind associated with LICENSED SOFTWARE that are not expressly granted in this AGREEMENT are entirely and exclusively reserved to and by BMS. LICENSEE shall not give, assign, sell, rent, lease, or otherwise transfer this LICENSE or the LICENSED SOFTWARE, or any access to the same, to any third party. LICENSEE may also not modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the LICENSED SOFTWARE.

The LICENSED SOFTWARE is protected by both United States copyright law and international treaty provisions. LICENSEE agrees not to disclose or otherwise make available the LICENSED SOFTWARE, or related documentation, in any form, to any person for any purpose other than as necessary to LICENSEE'S use of the software as authorized herein. LICENSEE is hereby granted permission only to make archival copies of approved LICENSED SOFTWARE for the sole purpose of back up to protect LICENSEE'S investment from loss. However, LICENSEE shall safeguard the original and all copies of the LICENSED SOFTWARE and documentation against unauthorized disclosure and take such steps as necessary to ensure that the provisions of this AGREEMENT are not violated by any employee of LICENSEE or any other individual with access to LICENSEE'S computer system. For only those users that have elected to have their software hosted through BMS on the "Cloud", or other online hosting service, a backup of each application and the related application database shall routinely be performed each workday by a third-party provider.

4. ADDITIONAL SERVICES

See Scope of Services in Exhibit 1.

5. PROTECTION OF DATA

5.1 Implementation on Client Hardware/Network

Intentionally omitted.

5.2 Implementation on Cloud and for Online Services

BMS shall make commercially reasonable efforts to safeguard LICENSEE'S data. LICENSEE UNDERSTANDS AND AGREES THAT BMS IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OF THE THIRD-PARTY PROVIDERS, AND THAT LICENSEE'S REMEDIES, IF ANY, RELATING TO LOSS OF DATA ASSOCIATED WITH ERRORS OR OMISSIONS OF THE THIRD-PARTY PROVIDERS ARE STRICTLY LIMITED TO CLAIMS LICENSEE MAY HAVE AGAINST THE THIRD-PARTY PROVIDERS.

In the event of loss of data, LICENSEE shall participate and assist with data recovery by all reasonable means, in conjunction with the efforts of the third-party provider of infrastructure as a service, as well as the third-party provider of backup services. IT IS UNDERSTOOD AND AGREED THAT BMS'S LIABILITY IN THE EVENT OF LOSS OF DATA IS STRICTLY LIMITED TO TAKING THE REMEDIAL MEASURES DESCRIBED HEREIN, AND IN NO EVENT SHALL BMS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND RESULTING FROM THE LOSS OF LICENSEE'S DATA.

5.3 Data Breach: Licensee's Obligation to Notify Individuals

In the event the parties hereto discover an unauthorized disclosure of LICENSEE'S data, the discovering party shall notify the other party within 24 hours of discovery of such a disclosure. LICENSEE hereby accepts all obligations under applicable law to notify each individual affected by the disclosure. LICENSEE agrees to pay all costs associated with the notification process and to diligently abide by all laws governing the unauthorized disclosure of personal information. BMS agrees to fully cooperate with the LICENSEE in their process. To the extent permitted by law, LICENSEE shall indemnify and hold harmless BMS against all costs of notification and remediation of an unauthorized disclosure of LICENSEE'S data, whether or not such breach is the direct result of an action or inaction of BMS. This indemnification shall extend to all claims for any losses, damages, liabilities, fines or expenses, including reasonable attorney's fees, arising out of any failure by LICENSEE to comply with its obligations hereunder.

6. NONPAYMENT

The Initial Service Fee for each software product provided to LICENSEE under this Agreement is to be paid for by the NC League of Municipalities pursuant to the Municipal Accounting Services Assistance Master Agreement. LICENSEE agrees to make all required payments for: (a) Annual Service Fees; (b) additional services that are requested by the LICENSEE under Section 4 above; and (c) any applicable Cloud Hosting or access fees, on or before the due date of such payment. If any such payment remains unpaid for a period of thirty (30) days, BMS shall have the right to terminate this AGREEMENT and all Service, support, Cloud Hosting, and/or access to the LICENSED SOFTWARE and other services.

7. COMPUTER SYSTEM

LICENSEE is responsible for and agrees to provide and maintain a computer system suitable to support the use and operation of BMS'S software products, as specified on BMS'S website in a document entitled Minimum Requirements. When applicable, LICENSEE is responsible for the stability of their internet access and understands that the quality of their internet connection can impact the services BMS provides. LICENSEE is responsible for and agrees to keep computer workstations, servers, operating systems, network switches and wiring, uninterruptible power supplies, etc. up to date and functioning properly. Information on the use of LICENSED SOFTWARE, including system performance metrics, is monitored and collected by BMS for the explicit purpose of improving the Software, End Users' experience, Software performance, Software reliability and general troubleshooting practices. LICENSEE may request BMS'S advice regarding modification of server, workstation, and/or network environments to ensure proper functioning of BMS'S software. However, actual modifications are to be performed by LICENSEE'S in-house or contracted technical support personnel, unless BMS personnel are specifically directed to make changes in an emergency. In this case, authorization to proceed must be provided in writing to BMS. If LICENSEE fails to properly provide and maintain a suitable computer system, and this leads to data corruption, LICENSEE may incur charges from BMS to cover costs related to repairing or restoring damaged data. In such an event, BMS retains the right to notify LICENSEE of the fact and the amount of the charges within 30 days of discovery and reporting of the issue.

8. APPLICABLE LAW

This AGREEMENT is the complete statement of the AGREEMENT between the parties on the subject matter, and merges and supersedes all other or prior understandings, agreements, and arrangements. This AGREEMENT shall be governed by the laws of the State of North Carolina. Exclusive jurisdiction and venue for all matters relating to this AGREEMENT shall be in courts located in the State of North Carolina, and BMS and LICENSEE consent to such jurisdiction and venue. If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, modified to conform with such applicable statute or rule of law.

9. NORTH CAROLINA PUBLIC RECORDS LAW

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the LICENSEE by the BMS are subject to the public records laws of the State of North Carolina and it is the responsibility of the BMS to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the LICENSEE. BMS understands and agrees that the LICENSEE may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

10. E – VERIFY

BMS shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of BMS's knowledge, any subcontractor employed by BMS as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

11. IRAN DIVESTMENT ACT

BMS certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, BMS shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

12. COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT

BMS certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

13. FORCE MAJEURE

BMS will not be responsible for any delay or failure to perform obligations specified in this AGREEMENT due to causes beyond BMS's reasonable control.

14. TERM AND TERMINATION

The term of this AGREEMENT shall be for so long as there are then current orders made a part hereof unless earlier terminated as provided herein.

Either party may terminate this AGREEMENT by giving the other written notice effective no later than sixty (60) days prior to the next Annual Service fee date. Such written notice shall be addressed and delivered to the designated points of contact, respectively, for LICENSEE and BMS at the addresses provided above or as later provided.

BMS may suspend LICENSEE's access to the LICENSED SOFTWARE and services during any period that LICENSEE is in material breach of this AGREEMENT or LICENSEE's access to and use of the LICENSED SOFTWARE creates a material security vulnerability. Where practicable, BMS will give LICENSEE at least two (2) days' advance notice of the suspension unless the suspension is made under emergency circumstances. BMS will reinstate LICENSEE's access to the LICENSED SOFTWARE when the grounds for suspension are cured.

In the event this AGREEMENT is terminated, BMS will retain LICENSEE's data for up to sixty (60) days from the effective date of termination. During that sixty (60) day period, upon LICENSEE's request, BMS shall provide LICENSEE with a backup copy of their data for each licensed software product that can be reasonably transferred to a local hosting service. In this case, BMS may assist LICENSEE with installation and/or configuration of LICENSEE'S software and data on a local network, upon payment of related installation fees. BMS has no obligation to retain LICENSEE's data after the sixty (60) day period and may destroy LICENSEE's data any time thereafter

15. INDEPENDENT CONTRACTOR

BMS shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. BMS represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the LICENSEE.

16. NO ASSIGNMENT

Neither party may assign this AGREEMENT without the express written consent of the other. Notwithstanding the foregoing, a Party may assign this AGREEMENT and all of its rights and obligations hereunder to any AFFILIATE or to any THIRD PARTY in connection with the transfer or sale of all or substantially all of its business, or to which it may transfer all or substantially all of its assets to which this AGREEMENT relates, or in the event of its merger, consolidation, change in control or similar transaction, without obtaining the consent of the other Party, provided that the assigning party remains liable under this AGREEMENT and that the THIRD PARTY assignee or surviving entity assumes in writing all of its obligations under this AGREEMENT.

17. DUTY OF LICENSEE

The LICENSEE further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Systems and Cybersecurity Grant; (2) provide on-line "read only" access into the Municipal Accounting System by the League's Accounting Assistance personnel; (3) permit the League to contact Black Mountain Software on behalf of the LICENSEE as needed to facilitate implementation of the Municipal Accounting Systems and Cybersecurity Grant; (4) make reasonable efforts to maintain industry standards for cybersecurity; and (5) use the Standardized Chart of Accounts as provided in the Black Mountain Software installation.

THE REMAINDER OF THIS PAGE REMAINS BLANK INTENTIONALLY.

SIGNATURES ARE ON THE NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the LICENSEE's signature.

BLACK MOUNTAIN SOFTWARE, LLC:

LICENSEE:

GRIFTON

a North Carolina municipal corporation

By:

By:

Signature

Signature

Mike Fabrizio

Name

Co-CEO

Town Manager

Date of Signature

14 Nov. 2023

Date of Signature

ATTEST:

Town Clerk (or designee)

**The undersigned acknowledges this Agreement
and its obligation to fund services
provided herein as set forth under
separate agreements between the NC
League of Municipalities and each of the
parties above.**

NC League of Municipalities

By:

Signature:

Name:

Date:

EXHIBIT 1 Scope Of Services

MEMBER SERVICES

The Initial Service Fee and Annual Service Fee, as shown in The Initial Service Fee Schedule cover 1.) the purchase of an executable copy of the LICENSED SOFTWARE; 2.) telephone and other means of support, including granting access to online services provided by BMS, and training to all of LICENSEE'S involved personnel in the use of the LICENSED SOFTWARE; 3.) initial transfer of data from the LICENSEE's current system into the LICENSED SOFTWARE; 4.) error correction, including software updates current with all changes in applicable law and equivalent to the products sold to new clients, and related data files changes; and 5.) hosting LICENSED SOFTWARE, including backup through a third-party provider.

1. Software Purchase. BMS grants LICENSEE a limited, nontransferable, non-exclusive LICENSE to an executable copy of the LICENSED SOFTWARE. This includes the selected Base Package and Add-On Applications from the corresponding Initial Service Fee Schedule.

All the software products are multi-user, with an unlimited number of LICENSE users (seats).

2. Support and Training. Unlimited phone, email, and internet support is included in the LICENSEE's services. Support is available during normal business hours, which are Monday through Friday, 7:00 a.m. to 5:30 p.m. (Mountain Time). Any unexpected down times will be communicated via email as needed.

Training is included for the LICENSEE, with the services provided for each software application. Unless specifically arranged, initial training will be conducted online. After initial training, free online training is always available with advanced scheduling required. Hourly charges and travel costs apply at a pre-quoted rate for training physically provided onsite.

3. Data Transfer. At initial implementation, BMS will assist the LICENSEE in transferring (i.e. converting) data from an existing system(s). BMS will provide the LICENSEE, via NCLM, all data requests and data conversion templates needed for the conversion process. Any additional conversion data requested by LICENSEE would be custom and additional costs would apply to convert such data. A quote would be provided after discussion of the data to be included and review from BMS staff.

The following list includes, but is not limited to, the data BMS will convert for the Base Packages:

Fund Accounting – BMS approved universal chart of accounts as required for NCLM MAS participants, vendors, conversion month, YTD balances for balance sheets, revenue and expenditure accounts, outstanding checks, current year purchase orders.

Payroll – employee master file information (including demographic area, rates of pay, tax exemption settings, contact information), deductions, YTDs (to produce W2s), outstanding checks, leave balances.

Utility Billing – customer information (including account numbers, route/walk sequences,

independent billing, owner and resident names/addresses), balances, rate codes, security deposits, meter information (including readings), comments/notes.

Year-to-date (YTD) totals and/or ending balances are converted. Detailed transaction history is not converted.

4. Software Updates. Updates to the software will be applied as needed on a per-application basis. Critical updates required for error correction will be applied as needed. All BMS applications and cloud systems have updates automatically applied as they become available. Required system maintenance shall be scheduled and performed in such a way as to minimize disruption to LICENSEE's workflow.
5. Hosting. BMS shall arrange for the hosting of LICENSEE'S applications by a third-party provider of infrastructure as a service, or through BMS'S online services.

Via Hosting, the software and data can be accessed 24/7 outside of the designated weekly maintenance window, which is 11:00 p.m. Saturday to 1:00 a.m. on Sunday (Mountain Time). Unexpected down times will be communicated via email as needed.

In addition, BMS shall arrange for LICENSEE'S data for each software product to be backed up each workday using a third-party provider of backup services. Data storage and backup shall meet all applicable industry and governmental standards for electronic storage, data security and backup. LICENSEE has the option, but not obligation, to perform additional backups manually to local workstations.

ANNUAL SERVICE FEES SPECIFICALLY **DO NOT COVER** (1) CUSTOM SOFTWARE ENHANCEMENTS, (2) LOCAL CLIENT HARDWARE/NETWORK RELATED SUPPORT, (3) DATABASE REPAIR DUE TO NON-SOFTWARE RELATED PROBLEMS SUCH AS THOSE INVOLVING LOCAL CLIENT HARDWARE, THE LOCAL CLIENT NETWORK, OR THE LOCAL CLIENT NETWORK ENVIRONMENT AND (4) FORMAT CHANGES TO ANY FILE USED TO IMPORT DATA FROM OR EXPORT DATA TO A THIRD PARTY.

ADDITIONAL SERVICES

LICENSEE may request BMS to perform additional services. Additional services can include, but are not limited to, additional data preparation or conversion; supplemental training or preparation of supplemental training materials; changes to any import or export file; changes to any credit card processing interface; and systems analysis and custom programming. A cost estimate for any such services shall be provided by BMS in response to a request by LICENSEE. If travel is required, an estimate of these costs shall also be provided. Upon agreement in writing by both parties, the requested effort shall be performed. Such an effort shall be provided at BMS'S standard rate during the period of performance. Costs of additional services shall be billed once the services have been provided and shall be due and payable within one month of billing. Actual travel costs shall be billed. Travel costs may include mileage or airfare, a nominal travel time charge per person, per diem, rental car, and lodging. Mileage and per diem shall be based on the current Federal rates.

Any additional services, not covered in the Scope of Services and Annual Service Fees, are paid for by the LICENSEE, and not the funding responsibility of NCLM.

EXHIBIT 2 - Initial Service Fee Schedule

Note to drafters: the “Initial Service Fee Schedule” for Exhibit 2 will vary for each License Agreement signed by Municipalities based on the package that the NCLM chooses for them.

Please see next Page for Exhibit 2, which will become part of the “Approved Budget” pursuant to Article II, Section 2 of the Memorandum of Agreement.

Initial Service Fee Schedule

Town of Grifton
Oryan Lowry, Town Manager
PO Box 579
Grifton, NC 28530
townmanager@grifton.com



November 1, 2023

Package Description	License Purchase Fees	Annual Fees Year 1	Conversion Fees	Annual Fee Prepayment		Total
				Year 2	Year 3	
Base Packages: Fund Accounting, Payroll, & Utility Billing						
Fund Accounting	\$33,700	\$6,600	\$1,850	\$6,800	\$7,000	\$55,950
Payroll	\$7,890	\$2,250	\$1,100	\$2,320	\$2,390	\$15,950
Utility Billing	\$14,390	\$4,200	\$4,650	\$4,320	\$4,450	\$32,010
Base Package Subtotals:	\$55,980	\$13,050	\$7,600	\$13,440	\$13,840	
Add-On Applications:						
Credit Card Manager	\$1,875	\$340	\$0	\$350	\$360	\$2,925
Check Signer Accounting	\$1,855	\$30	\$0	\$30	\$30	\$1,945
Check Signer Payroll	\$1,855	\$30	\$0	\$30	\$30	\$1,945
Daily Time Cards	\$790	\$315	\$0	\$325	\$335	\$1,765
Outsource Bill Print Interface	\$1,840	\$315	\$0	\$325	\$335	\$2,815
UB-Rate Analysis	\$1,855	\$30	\$0	\$30	\$30	\$1,945
Property Tax	\$4,415	\$850	\$1,060	\$875	\$900	\$8,100
Human Resources	\$3,740	\$680	\$615	\$700	\$720	\$6,455
Summit Code Enforcement	\$530	\$2,400	\$425	\$2,470	\$2,545	\$8,370
CR Drawer	\$240	\$0	\$0	\$0	\$0	\$240
CR Receipt Printer	\$1,055	\$0	\$0	\$0	\$0	\$1,055
CR Receipt Printer	\$1,055	\$0	\$0	\$0	\$0	\$1,055
CR Receipt Printer	\$1,055	\$0	\$0	\$0	\$0	\$1,055
CR Wireless Barcode Scanner	\$505	\$0	\$0	\$0	\$0	\$505
CR Wireless Barcode Scanner	\$505	\$0	\$0	\$0	\$0	\$505
CR Wireless Barcode Scanner	\$505	\$0	\$0	\$0	\$0	\$505
All Subtotals:	\$79,655	\$18,040	\$9,700	\$18,575	\$19,125	
Grand Total:						\$145,095

Base Package Detail by Application (All applications and packages are inclusive of Cloud Hosting)

Fund Accounting:
Accounting Core
Purchase Orders
Remote Requisitions
ACH Credit
Positive Pay
Cash Receipting
Budget Preparation

Payroll:
Payroll Core
ACH Direct Deposit
Employee Portal

Utility Billing:

Utility Billing Core

ACH

AMR Interface

Email Bills

Summit Service Orders

BMS Pay

Additional Terms

1. All prices are in effect for calendar year 2023. To guarantee these prices, individual License Agreements must be entered into by the end of 2023. All pricing after 2023 will be subject to change. All towns/cities not belonging to the MAS program will be subject to standard BMS pricing.
2. Prices do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; during the Term of the Master Agreement between BMS and NCLM, such taxes are the responsibility of the League.
3. Utility Billing requires the use of specific bill layouts, options, and laser compatible billing forms for either postcard or full-page bills, as provided by BMS during the implementation process. Any additional work to edit or modify form layouts will be considered custom and billed at our current hourly rate. For the avoidance of doubt, LICENSEE shall be responsible for paying such costs.
4. With Automated Bank Drafting (ACH), there are setup and transaction fees charged by the banking institution (normally, a local bank) that processes these payments. LICENSEE shall be responsible for paying for such transaction fees.
5. This price indicates a standard file layout that BMS uses for the AMR Interface (Utility Billing). If a new/custom layout is needed to successfully complete this interface, additional service fees may be charged to accommodate a UB – AMR Custom Interface. LICENSEE shall be responsible for paying for such additional service fees.
6. The League will be billed and will pay for the License Purchase Fee, Year 1 Annual Service Fee, and Conversion Fee, as set out in the Initial Service Fee Schedule (under the applicable License Agreement between BMS and the LICENSEE), at the beginning of implementation. Upon completion of implementation, the League shall pay the Year 2 and Year 3 Annual Service Fee Prepayment fees referenced in the Initial Service Fee Schedule.
7. Existing clients purchasing additional modules will be billed upon commitment as follows: one-time fees billed in full and annual fees prorated to coincide with the annual renewal date.
8. All fees not identified in this License Agreement or the Memorandum of Agreement between the LICENSEE and the League shall be borne by the LICENSEE.
9. All hardware pricing is subject to change at invoice date.

2023 Christmas Gifts

Time	Amt	Quantity	Total
Less than 1 year	\$ 75.00	4	\$ 300.00
1 year to 4 years	\$ 250.00	5	\$ 1,250.00
5 years to 9 years	\$ 300.00	2	\$ 600.00
10 years to 14 years	\$ 500.00	1	\$ 500.00
15 years to 19 years	\$ 750.00	1	\$ 750.00
20 + years	\$ 1,000.00	0	\$ -
Part time	\$ 75.00	3	\$ 225.00
		16	\$ 3,625.00

Admin	10.4200.0200	\$ 650.00
Bldgs & Grounds	10.5000.0200	\$ 900.00
Gen Operations	30.6200.0200	\$ 225.00
Water	30.6400.0200	
Sewer	30.6500.0200	\$ 300.00
Stormwater	35.3500.0200	\$ 250.00
Police	10.5100.0200	\$ 1,150.00
Library	10.6300.0200	\$ 150.00
		\$ 3,625.00