

(1 year)

STATE OF NORTH CAROLINA

PLANNING SERVICES

COUNTY OF RANDOLPH

THIS AGREEMENT is made this 1 day of July 2024, by and between Municipal Services, Inc., (hereinafter referred to as the "Contractor"), and the City of Trinity (hereinafter referred to as the "City"), a municipal corporation under the laws of the State of North Carolina.

RECITALS:

WHEREAS, the City Council of the City of Trinity, North Carolina, has adopted a Land Development Plan; and

WHEREAS Quality of Life is a focus issue of the City's Land Development Plan and a core measure of the City's health and well being; and

WHEREAS community appearance, planning, zoning, and nuisance abatement are key components of Quality of Life; and

WHEREAS, the City Manager has determined that the Contractor is qualified to undertake said professional consulting services.

NOW, THEREFORE, in consideration of the RECITALS set forth above, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. General Responsibilities of Contractor. Provide a professional certified planner in support of the City's Code of Ordinances and Unified Development Ordinance (UDO). The Contractor will provide the City Manager in August of 2024 and each month thereafter with a report of activities and accomplishments for the prior month.

Section 2. Complete Work without Extra Cost. Unless otherwise provided herein, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work. "Work" means the services that the Contractor is required to perform pursuant to this Contract, and all the Contractor's duties to the City that arise out of this contract.

Section 3. Term of Contract. The term of this contract shall be twelve months, with the term of the contract commencing at 12:01 a.m. on July 1, 2024 and continuing until June 30, 2025. The City can cancel the contract at any time with a thirty-day written notice to the contractor. Cancellation may be with or without cause in the sole discretion of the City.

Section 4. Compensation. The City shall pay the Contractor as follows:

- 1- **Hourly Contract Amount** = Planning Services Seventy-Two (\$72.00) dollars per hour.
- 2- **Maximum Hours** = For the purposes of this contract, the City of Trinity authorizes Municipal Services, Inc. for services not to exceed sixty-four (64) hours per week for planning duties, issuing zoning permits and inspections of the subdivisions that are under construction, etc. The amount of the yearly contract shall not exceed three thousand three hundred twenty-eight hours (3328) per year or exceed two hundred thirty-nine thousand six hundred and sixteen dollars (\$239,616) per year without the written approval of the city manager.

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. Inapplicability of Employee Benefits to Contractor. Under this contract, the City does not extend to the Contractor any of the benefits afforded to employees of the City. By way of illustration and not limitation, the benefits specifically not extended to the Contractor include paid holidays, vacation days, sick leave, retirement benefits, group insurance, or unemployment compensation.

Section 6. Contractor's Tax Obligations. By entering into this contract, the Contractor acknowledges that the City has expressly informed the Contractor that all remittances of income taxes, self-employment taxes, and like taxes, fees, and documentation are the sole responsibility of the Contractor.

Section 7. Consequences of Contractor's Breach of Contract. At the sole option of the City, this contract may be terminated if the Contractor violates any of the terms and conditions of this contract in any manner.

Section 8. Performance of Work by City. Furthermore, if the Contractor fails to perform the Work in accordance with this contract, the City may, in its discretion, perform or cause to be performed some or all the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all the Work if the contractor has been paid in advance.

Section 9. Inability of Contractor to Perform Obligations under Contract. If the Contractor is for any reason unable to fulfill the obligations that arise under this contract, the City has the right to immediately terminate the contract and take any measures reasonably calculated to cure the Contractor's breach of contract.

Section 10. Termination of Contract by Contractor. If the Contractor desires to terminate this contract without cause prior to its expiration, a sixty (60) day written notice of intent to terminate the contract must be submitted to the City Manager. Once such a notice of intent is properly given and worked by the Contractor, the Contractor will forfeit any right or claim to monthly payments for the month(s) following the expiration of the sixty (60) day notice.

Section 11. Notices. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery or certified United States mail, return receipt requested, addressed as follows:

To the Municipality:

City of Trinity
5978 NC- 62
Trinity, NC 27370

To the Contractor:

Municipal Services, Inc.
1451 S Elm-Eugene Street (suite 1306)
Greensboro, North Carolina 27406

Section 12. Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable. "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "charges" are interest and reasonable attorneys' fees assessed as part of any such item). The provisions of this section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The provisions of this contract shall not require the Contractor to defend, indemnify, or save harmless the City against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or part, of the City, its officials, or employees.

Section 14. Choice of Law and Forum. This contract shall be deemed made in Randolph County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice in Randolph County. Such actions shall neither be commenced in nor removed to federal court. The provisions of this section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to the provisions of this section.

Section 15. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this contract, except as may be specifically agreed in writing.

Section 16. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 17. Severability. If any provision of this contract shall be found to be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

Section 18. Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract.

Section 19. Compliance with Law. In performing all the Work, the Contractor shall comply with all applicable law. The Contractor's obligation to comply with all applicable law shall include without limitation compliance with the North Carolina Department of Labor's rules and regulations including the proper methods for charging batteries with appropriate placards and safety devices in place.

Section 20. No Third-Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

Section 21. Attachments. In case of a conflict between any of the previously referenced attachments and the text of this contract excluding the attachment, the text of this contract shall control.

Section 22. Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise:

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and the feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include

all amendments to them. The words "include", "including", etc. mean include, including, etc. without limitation.

(2) References to a "Section" or "section" shall mean a section of this contract.

(3) "Contract" and "Agreement", whether or not capitalized, refer to this instrument.

(4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract.

(5) "Duties" includes obligations.

(6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

(7) The word "shall" is mandatory.

(8) The word "day" means calendar day.

Section 23. Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the city unless the City Manager signs it for the city. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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 contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY:

CONTRACTOR:

Stevie Cox
Trinity, NC City Manager

Dennis Pinnix
Municipal Services, Inc.

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

BY: _____
Finance Director

Crystal Postell

From: dennis.statecodeenforcement.com <dennis@statecodeenforcement.com>
Sent: Friday, May 24, 2024 2:38 PM
To: CityManager
Cc: Crystal Postell
Subject: MSI Planning Contract for Trinity

Stevie and Crystal, for the next fiscal year, please use the one-year contract that I sent to you earlier this year for the planning and code enforcement. I am withdrawing the request for a 3-year contract. If in the future you yourself request an extended contract, I will be happy to work with you on a three or five year contract.

Thanks and have a Blessed Day

Dennis Pinnix, NCCZO, NCHCO, ICC, AACE

State Code Enforcement Inc.

1451 South Elm-Eugene Street (Suite 1308)

Greensboro, NC 27406

336-553-9696 Office

336-601-5101 Mobile

Helping to create a Safer & Cleaner Environment in which to Live, Work and Raise our Families !!!

(3 years)

STATE OF NORTH CAROLINA

PLANNING SERVICES

COUNTY OF RANDOLPH

THIS AGREEMENT is made this 1 day of July 2024, by and between Municipal Services, Inc., (hereinafter referred to as the “Contractor”), and the City of Trinity (hereinafter referred to as the “City”), a municipal corporation under the laws of the State of North Carolina.

RECITALS:

WHEREAS, the City Council of the City of Trinity, North Carolina, has adopted a Land Development Plan; and

WHEREAS Quality of Life is a focus issue of the City’s Land Development Plan and a core measure of the City’s health and well being; and

WHEREAS community appearance, planning, zoning, and nuisance abatement are key components of Quality of Life; and

WHEREAS, the City Manager has determined that the Contractor is qualified to undertake said professional consulting services.

NOW, THEREFORE, in consideration of the RECITALS set forth above, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. General Responsibilities of Contractor. Provide a professional certified planner in support of the City's Code of Ordinances and Unified Development Ordinance (UDO). The Contractor will provide the City Manager in August of 2024 and each month thereafter with a report of activities and accomplishments for the prior month.

Section 2. Complete Work without Extra Cost. Unless otherwise provided herein, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work. “Work” means the services that the Contractor is required to perform pursuant to this Contract, and all the Contractor’s duties to the City that arise out of this contract.

Section 3. Term of Contract. The term of this contract shall be three years, with the term of the contract commencing at 12:01 a.m. on July 1, 2024 and continuing until June 30, 2027. The City can cancel the contract at any time with a thirty-day written notice to the contractor. Cancellation may be with or without cause at the sole discretion of the City.

Section 4. Compensation. The City shall pay the Contractor as follows:

- 1- **Hourly Contract Amount** = 2024-2025 Planning Services Seventy-Two (\$72.00) dollars per hour. The 2025-2026 fiscal year the hourly rate will increase to seventy-three dollars and eighty cents (\$73.80) per hour. The 2026-2027 fiscal year the rate will increase to seventy-five dollars and sixty-five cents (\$75.65) per hour.

- 2- **Maximum Hours** = For the purposes of this contract, the City of Trinity authorizes Municipal Services, Inc. for services not to exceed sixty-four (64) hours per week for planning duties, issuing zoning permits and inspections of the subdivisions that are under construction, etc. The amount of the yearly contract shall not exceed three thousand three hundred twenty-eight hours (3328) per year. or
2024-2025 exceed two hundred thirty-nine thousand six hundred and sixteen dollars (\$239,616) without the written approval of the city manager.
2025-2026 exceed two hundred forty-five thousand six-hundred six dollars (\$245,606) without the written approval of the city manager.
2026-2027 exceed two hundred fifty-one thousand seven hundred sixty-three dollars (\$251,763) without the written approval of the city manager.

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. Inapplicability of Employee Benefits to Contractor. Under this contract, the City does not extend to the Contractor any of the benefits afforded to employees of the City. By way of illustration and not limitation, the benefits specifically not extended to the Contractor include paid holidays, vacation days, sick leave, retirement benefits, group insurance, or unemployment compensation.

Section 6. Contractor's Tax Obligations. By entering into this contract, the Contractor acknowledges that the City has expressly informed the Contractor that all remittances of income taxes, self-employment taxes, and like taxes, fees, and documentation are the sole responsibility of the Contractor.

Section 7. Consequences of Contractor's Breach of Contract. At the sole option of the City, this contract may be terminated if the Contractor violates any of the terms and conditions of this contract in any manner.

Section 8. Performance of Work by City. Furthermore, if the Contractor fails to perform the Work in accordance with this contract, the City may, in its discretion, perform or cause to be performed some or all the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs

incurred by the City in exercising its right to perform or cause to be performed some or all the Work if the contractor has been paid in advance.

Section 9. Inability of Contractor to Perform Obligations under Contract. If the Contractor is for any reason unable to fulfill the obligations that arise under this contract, the City has the right to immediately terminate the contract and take any measures reasonably calculated to cure the Contractor's breach of contract.

Section 10. Termination of Contract by Contractor. If the Contractor desires to terminate this contract without cause prior to its expiration, a sixty (60) day written notice of intent to terminate the contract must be submitted to the City Manager. Once such a notice of intent is properly given and worked by the Contractor, the Contractor will forfeit any right or claim to monthly payments for the month(s) following the expiration of the sixty (60) day notice.

Section 11. Notices. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery or certified United States mail, return receipt requested, addressed as follows:

To the Municipality:

City of Trinity
5978 NC- 62
Trinity, NC 27370

To the Contractor:

Municipal Services, Inc.
1451 S Elm-Eugene Street (suite 1306)
Greensboro, North Carolina 27406

Section 12. Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable. "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "charges" are interest and reasonable attorneys' fees assessed as part of any such item).

The provisions of this section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The provisions of this contract shall not require the Contractor to defend, indemnify, or save harmless the City against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or part, of the City, its officials, or employees.

Section 14. Choice of Law and Forum. This contract shall be deemed made in Randolph County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice in Randolph County. Such actions shall neither be commenced in nor removed to federal court. The provisions of this section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to the provisions of this section.

Section 15. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this contract, except as may be specifically agreed in writing.

Section 16. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 17. Severability. If any provision of this contract shall be found to be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

Section 18. Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract.

Section 19. Compliance with Law. In performing all the Work, the Contractor shall comply with all applicable law. The Contractor's obligation to comply with all applicable law shall include without limitation compliance with the North Carolina Department of Labor's rules and regulations including the proper methods for charging batteries with appropriate placards and safety devices in place.

Section 20. No Third-Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

Section 21. Attachments. In case of a conflict between any of the previously referenced attachments and the text of this contract excluding the attachment, the text of this contract shall control.

Section 22. Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise:

(1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and the feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include”, “including”, etc. mean include, including, etc. without limitation.

(2) References to a “Section” or “section” shall mean a section of this contract.

(3) “Contract” and “Agreement”, whether or not capitalized, refer to this instrument.

(4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract.

(5) “Duties” includes obligations.

(6) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

(7) The word “shall” is mandatory.

(8) The word “day” means calendar day.

Section 23. Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the city unless the City Manager signs it for the city. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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 contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY:

CONTRACTOR:

Stevie Cox
Trinity, NC City Manager

Dennis Pinnix
Municipal Services, Inc.

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

BY: _____
Finance Director

STATE OF NORTH CAROLINA

NUISANCE ABATEMENT
ZONING ENFORCEMENT
MINIMUM HOUSING SERVICES
NON-RESIDENTIAL SERVICES

COUNTY OF RANDOLPH

THIS AGREEMENT is made this 1 day of July 2024, by and between Municipal Services/State Code Enforcement, Inc., (hereinafter referred to as the "Contractor" or "SCEI"), and the City of Trinity (hereinafter referred to as the "City"), a municipal corporation under the laws of the State of North Carolina.

RECITALS:

WHEREAS, the City Council of the City of Trinity, North Carolina, has adopted a Land Development Plan; and

WHEREAS Quality of Life is a focus issue of the City's Land Development Plan and a core measure of the City's health and well-being; and

WHEREAS community appearance and nuisance abatement are key components of Quality of Life; and

WHEREAS, the City Planning and Community Development Director has determined that the Contractor is a qualified independent contractor to undertake said professional consulting services.

NOW, THEREFORE, in consideration of the RECITALS set forth above, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. General Responsibilities of Contractor. Provide a professional Code Enforcement Officer to perform Nuisance Abatement, Zoning Enforcement and Minimum Housing Services in support of the City's Code of Ordinances and Unified Development Ordinance (UDO). The Contractor will provide the City Manager in August of 2024 and each month thereafter a report of activities and accomplishments for the prior month.

Section 2. Complete Work without Extra Cost. Unless otherwise provided herein, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work. "Work" means the services that the Contractor is required to perform pursuant to this Contract, and all the Contractor's duties to the City that arise out of this contract.

Section 3. Term of Contract. The term of this contract shall be for one (1) year, with the term of the contract commencing at 12:01 a.m. on July 1, 2024 and

continuing until June 30, 2025. The City can cancel the contract at any time with a thirty-day written notice to the contractor. Cancellation may be with or without cause in the sole discretion of the City.

Section 4. Compensation. The City shall pay the Contractor as follows:

1- **Hourly Contract Amount** = Fifty-Two (\$ 52.00) dollars per hour.

2- **Maximum Hours** = For the purposes of this contract, the City of Trinity authorizes State Code Enforcement, Inc. for services not to exceed eight hundred and thirty-two (832) hours per year, or not to exceed forty-three thousand two hundred sixty-four dollars (\$43,264) without the written authorization from the City Manager.

3- Newspaper Ads for notification purposes when the owners can't be found will be billed at the rate charged by the newspaper.

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. Inapplicability of Employee Benefits to Contractor. Under this contract, the City does not extend to the Contractor any of the benefits afforded to employees of the City. By way of illustration and not limitation, the benefits specifically not extended to the Contractor include paid holidays, vacation days, sick leave, retirement benefits, group insurance, or unemployment compensation.

Section 6. Contractor's Tax Obligations. By entering this contract, the Contractor acknowledges that the City has expressly informed the Contractor that all remittances of income taxes, self-employment taxes, and like taxes, fees, and documentation are the sole responsibility of the Contractor as an independent contractor.

Section 7. Consequences of Contractor's Breach of Contract. At the sole option of the City, this contract may be terminated if the Contractor violates any of the terms and conditions of this contract in any manner.

Section 8. Performance of Work by City. Furthermore, if the Contractor fails to perform the Work in accordance with this contract, the City may, in its discretion, perform or cause to be performed some or all the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all the Work if the contractor has been paid in advance.

Section 9. Inability of Contractor to Perform Obligations under Contract. If the Contractor is for any reason unable to fulfill the obligations that arise under this

contract, the City has the right to immediately terminate the contract and take any measures reasonably calculated to cure the Contractor's breach of contract.

Section 10. Termination of Contract by Contractor. If the Contractor desires to terminate this contract without cause prior to its expiration, a sixty (60) day written notice of intent to terminate the contract must be submitted to the City Manager. Once such a notice of intent is properly given and worked by the Contractor, the Contractor will forfeit any right or claim to monthly payments for the month(s) following the expiration of the sixty (60) day notice.

Section 11. Notices. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery or certified United States mail, return receipt requested, addressed as follows:

To the Municipality:

City of Trinity
5978 NC- 62
Trinity, NC 27370

To the Contractor:

State Code Enforcement, Inc.
1451 S Elm-Eugene Street (suite 1308)
Greensboro, North Carolina 27406
Mailing Address is: P O Box 86 Climax, NC 27233

Section 12. Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable. "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "charges" are interest and reasonable attorneys' fees assessed as part of any such item). The provisions of this section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The provisions of this contract shall not require the Contractor to defend, indemnify, or save harmless the City against liability for damages

arising out of bodily injury to persons or damage to property proximately caused by or resulting from the sole negligence of the City, its officials, or employees.

Section 14. Choice of Law and Forum. This contract shall be deemed made in Randolph County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice in Randolph County. The provisions of this section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to the provisions of this section.

Section 15. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this contract, except as may be specifically agreed in writing.

Section 16. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 17. Severability. If any provision of this contract shall be found to be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

Section 18. Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract.

Section 19. Compliance with Law. In performing all the Work, the Contractor shall comply with all applicable law. The Contractor's obligation to comply with all applicable law shall include without limitation compliance with the North Carolina Department of Labor's rules and regulations including the proper methods for charging batteries with appropriate placards and safety devices in place.

Section 20. No Third-Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person. Contractor and the City shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture.

Section 21. Attachments. In case of a conflict between any of the previously referenced attachments and the text of this contract excluding the attachment, the text of this contract shall control.

Section 22. Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise:

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and the feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include", "including", etc. mean include, including, etc. without limitation.

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(3) "Contract" and "Agreement", whether or not capitalized, refer to this instrument.

(4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract.

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(6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.

(7) The word "shall" is mandatory.

(8) The word "day" means calendar day.

Section 23. Modifications. Entire Agreement. A modification of this contract is not valid unless it is written and signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or City designee signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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 contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY:

CONTRACTOR:

Stevie Cox
Trinity, NC City Manager

Dennis Pinnix
State Code Enforcement, Inc.

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

BY: _____
Finance Director

Managed Services Agreement

By: Municipal Services Inc

For: The City of Trinity



Managed Services Offerings	Titanium
Unlimited On-site and Remote Support	✓
Unlimited Automated Support	✓
PC Monitoring, Maintenance, Patching	✓
Office 365	✓
Cloud File Sync & Share	✓
Endpoint Protection / Antivirus	✓
Security Threat Detection and Remediation	✓
Security Awareness Training	✓
Cloud Backup	✓
Monthly Reporting	✓
Virtual CIO	✓



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Description of Services

Unlimited On-Site and Remote Support

MUNICIPAL SERVICES, Inc. will provide maintenance and support for the existing hardware and software including all equipment listed in the Addendum as well as installed 3rd party software and a line of business applications. MUNICIPAL SERVICES INC will provide support and troubleshooting for remote access solutions including VPN access, remote desktop and webmail including remote access setup of off-site computers. MUNICIPAL SERVICES INC will make a best effort to resolve as many issues as possible remotely and will come On-Site in the event remote resolution is not possible. Projects outside the scope of the above to maintain the existing network are billed separately including but not limited to setting up 2nd or additional offices or system changes expanding beyond what is currently in use in the network are beyond the scope of this Agreement. Charges will be billed separately at MUNICIPAL SERVICES INC then hourly rate for service, currently \$ 150.00 per hour.

Unlimited Automated Support

Through the use of MUNICIPAL SERVICES INC Remote, Monitoring and Management (RMM) software, unlimited support by these systems will be provided. This includes the installation of critical updates for Windows Operating Systems, Microsoft Office 365. Automated support includes remediation for installed malware, failed services, drive clean-up (temp and unnecessary files), drive optimization, virus, malware and spyware scans, defrags as well as hardware and software auditing. MUNICIPAL SERVICES INC remote monitoring and management software will monitor all PC's that are powered on 24/7 for critical errors. Critical errors will automatically create a Service Ticket in MUNICIPAL SERVICES INC ticket management system to be addressed by a technician or MUNICIPAL SERVICES INC automation Server which provides automatic response to resolve critical issues. Errors that occur during the maintenance window such as viruses found or machines that are unavailable will trigger a Service Ticket to be automatically created in MUNICIPAL SERVICES INC ticket management system.

All time billed by MUNICIPAL SERVICES INC Automated Support software will be covered under the terms of this agreement.

Office 365

Microsoft Office 365 licenses will be provided by City of Trinity for each user as identified in the addendum.

Cloud File Sync & Share

File server replacement / enablement software and service provided to augment or replace existing methods of file sharing for both on-site and when remote as an alternative to VPN.



Endpoint Protection / Antivirus

All antivirus licensing is included for Servers, MAC's and PC's. Antivirus software is business grade antivirus. MUNICIPAL SERVICES INC monitors the antivirus software 24/7 and in the event of a virus/worm/ad-ware/spyware being detected a ticket will automatically be created in MUNICIPAL SERVICES INC ticket management system. MUNICIPAL SERVICES INC will address viruses as requiring an emergency response by a technician to confirm virus removal.

Security Threat Detection and Remediation

MUNICIPAL SERVICES INC provides managed threat detection and remediation services to uncover and address malicious network penetration attempts.

Security Awareness Training

MUNICIPAL SERVICES INC includes and requires all computer users at client to participate in regular security awareness training. Training may include simulated phishing attacks, instruction in company IT policies and best practices, compliance training and testing.

Cloud Backup

Automatically backs up all current files, email and databases stored on the Servers to a secure online location (Maximum __N/A__GB). Additional gigabytes may be purchased for \$ __N/A__ per ____ gigabyte block to be added to the monthly billing. Backups will be performed each night after 11 pm. This includes AES-256 bit DOD Level Encryption of all data. Clients must have a 5 megabyte or higher Internet connection (both upload and download).

Online Cloud Backup

Automatically backs up all files, email and databases stored on the Servers to a secure online location.

Backup Disaster Recovery Appliance

Included in the service is a Backup Disaster Recovery (BDR) Appliance provided by MUNICIPAL SERVICES INC to be place in client's server room that captures snapshots of client servers on a regular interval including its data, operating system application and configuration and replicates those images to a secure cloud location. In the event of a failed server or data loss MUNICIPAL SERVICES INC will use BDR appliance to restore data on-site or at the cloud location.

Monthly Reporting

MUNICIPAL SERVICES INC will provide clients with monthly reporting detailing resolved tickets, patching, antivirus performance, service availability and network reliability.



Virtual CIO

MUNICIPAL SERVICES INC provides quarterly virtual meeting and on-site as needed with clients to review ongoing issues, go over upcoming project work, discuss changes in vendors, advise on best practices, create budgets and plan the technology roadmap for the next period.

Managed Services Response Times

Trouble	Priority	Response Time 9am-5:30pm Weekdays	Response Time 5:30pm-9am Weekdays/Holidays
Service not available (all users and functions unavailable. Ex: Server down). *	1	Remote within 1 hours On-Site within 3 hours	Remote within 2 hours On-Site within 4 hours
Significant degradation of service (large number of users or business critical functions affected). *	2	Remote within 2 hours On-Site within 4 hours	Remote within 4 hours On-Site within 6 hours
Limited degradation of service (limited number of users or functions affected, business process can continue). *	3	Remote within 8 hours On-Site within 48 hours	Remote within 12 hours On-Site within 48 hours
Small service degradation (business process can continue, one user affected). *	4	Remote within 24 hours On-Site within 72 hours	Remote within 24 hours On-Site within 72 hours

*Weekend support requiring on-site will incur an additional charge at the rate of \$150 per hour, \$75 per hour remote support.

Client agrees that weather, traffic conditions or Force Majeure outside the control of MUNICIPAL SERVICES INC may extend or prevent remote or onsite response.



Managed Services Requirements

1. PC's, Servers and network equipment including routers, switches, backup devices and media must be less than 4 years old or turning 4 years old in the first 11 months of the agreement. Servers must be replaced by clients upon reaching the age of 4 years. Replacement installation costs are billed outside the monthly service amount at MUNICIPAL SERVICES INC then hourly rate. Servers must be covered by an active hardware warranty. MUNICIPAL SERVICES INC will coordinate warranty diagnostics, repairs and return to service.
2. PC's (laptops/desktops/Macs) in excess of 4 years in age that fail will need to be replaced by the client with a new machine or one that is less than 4 years in age. Work to restore or replace equipment older than 4 years will be billed as an additional charge.
3. All Servers, Desktop PC's and Notebooks/Laptops with Microsoft Windows or Apple operating systems must be running an operating system supported by Microsoft or Apple with support expected to continue 12 months or more with the latest service packs and critical updates installed. As Microsoft or Apple stops supporting an operating system Client must update their operating system or remove it from any access to the network.
4. Clients will maintain service/support contracts for hardware such as routers, firewalls and switches and specialty software applications.
5. If a client has software particular to its business which is installed on its network, the client is responsible to obtain installation, training and continuing technical support from the software provider. MUNICIPAL SERVICES INC technicians are able to assist with network support, but they are not experts in all software applications and rely on the software manufacturer to provide software support at Client's expense.
6. This Agreement covers users and their associated computers and other devices as detailed in the appendix. Clients shall provide a desktop and laptop which are less than 4 years old in good functioning condition to serve as a hot spare. A hot spare will not be counted as an operating computer for purposes of this Agreement.
7. For each new user added during the term of this agreement beyond computer/users the monthly Managed Service fee will increase by \$75 per month.
8. All server and desktop software must be genuine, licensed and vendor supported.



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9. The network must have a currently licensed, vendor-supported server-based backup solution that can be monitored and send notifications on job failures and successes.
10. The network must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.
11. All wireless data traffic in the environment must be securely encrypted.
12. There must be an outside static IP address assigned to a network device, allowing VPN access.

At the time of initiating service for Client, MUNICIPAL SERVICES INC will evaluate Client's network and determine whether all Managed Services Requirements are in place and if not in place will install the required services. Charges for bringing the network into compliance with the requirements will be billed as incurred as additional services.



Agreement

Clients and MUNICIPAL SERVICES INC agree to the following:

- MUNICIPAL SERVICES INC will provide the Managed Services listed on the Managed Services Offerings. The term of this Agreement is 36 months beginning _____. This Agreement will automatically renew for successive 36-month terms unless at least 30 days prior to the expiration of each such term, either party notifies the other party in writing of non-renewal. MUNICIPAL SERVICES INC or Client may terminate this contract at any time, after an initial 36-month period with at least 30 days prior written notice. Service to be provided to Client is for the network located at the address set forth in the attached Description of Network Equipment Supported for the equipment described therein.
- Client agrees to all requirements in the preceding pages of this document.
- Client will pay MUNICIPAL SERVICES INC monthly on or before the 1st day of each month the amount of \$1,100.00. MUNICIPAL SERVICES INC does not have a site visit charge.
- MUNICIPAL SERVICES INC hourly rate for additional services for onsite is \$150. and remote \$75, weekdays 9-5; 5:01 pm to 8:59 am weekdays, anytime weekends and holidays for on-site is \$150 and remote \$75.00.
- This Agreement covers only the client's locations as referenced in the addendum and its IT assets, services, service hours, and covered days defined within this Agreement.
- The addition of locations, IT assets, services, service hours, and covered days not set out in this Agreement will require billing as additional services or a project or result in an adjustment to the Client's monthly charges. For example, clients moving to a new location or adding additional users requiring additional routers and networks are Projects. All services requested by clients which are not included in the coverages set out in this Agreement are billed as "Additional Services" or a "Project" and will be quoted and billed as Separate Charges at MUNICIPAL SERVICES INC then hourly rate plus expenses. Expenses may include but are not limited to travel, parking, and tolls.



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- The cost of any equipment necessary to perform the additional services or project will be paid by the Client before installation. The estimated charges for projects and additional services will be paid in full prior to the commencement of the Project. Client agrees to make payment in full within 30 days of billing for additional services not anticipated in the initial estimated charges plus expenses.
- MUNICIPAL SERVICES INC will begin and maintain network documentation: on-going documentation of hardware, software, network settings, IP addresses, firewall settings and related network information.
- MUNICIPAL SERVICES INC will make available to Client discounted pricing on servers, laptops, desktops and network equipment.
- Clients will comply with the Policies and Responsibilities and also the Managed Services Requirements.

This Agreement includes the Managed Services Offerings, Managed Services Requirements and also the Terms and Conditions; these documents are incorporated herein by reference.

Client

By _____

Date _____

MUNICIPAL SERVICES, Inc.

By _____

Date _____



Terms and Conditions

1. Confidentiality During the term of this Agreement, and thereafter in perpetuity, neither party shall without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" for the purposes of this Agreement shall include each party's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes, and object codes. Confidential Information shall not include any information that client makes publicly available or information which becomes publicly available through no act of MUNICIPAL SERVICES INC or Client or is rightfully received by either party from a third party.
2. Client and MUNICIPAL SERVICES INC both agree that they will not solicit for hire, and it will not hire or otherwise engage any of each other's employees or contractors, either directly or indirectly during any period services are provided under this agreement or in the 24-month period immediately following termination of this agreement.
3. Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of MUNICIPAL SERVICES INC technical staff (collectively referred to herein as "Force Majeure"). Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.
4. If the Client work is substantially changed due to a Force Majeure, MUNICIPAL SERVICES INC will evaluate the need for change to IT services to Client and related change of managed service fees. Recognizing there are ongoing expenses to MUNICIPAL SERVICES INC of maintaining backups, remote monitoring, other vendor support software/licensing and availability of technicians to service on going needs, MUNICIPAL SERVICES INC will review with Client the need for change of fees if any.



5. MUNICIPAL SERVICES INC shall not be liable to Client or any of its affiliates for any damages, whether incidental, direct, indirect, special, consequential or punitive damages arising out of service or equipment provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs even if MUNICIPAL SERVICES INC has been advised of the possibility of such damages. Regardless of the form of action, MUNICIPAL SERVICES INC cumulative liability shall be only for loss or damage directly attributable to negligence of a MUNICIPAL SERVICES INC employee or contractor, for the cost of restoring the network to its condition prior to the negligence, but not to exceed thirty thousand Dollars. If a collection action is initiated by either party or if MUNICIPAL SERVICES INC has to defend any action by Client, MUNICIPAL SERVICES INC is entitled to its reasonable attorney fees and expenses to be paid by Client.
6. Implied Warranties are expressly disclaimed by MUNICIPAL SERVICES. A MUNICIPAL SERVICES INC contractor is a technician or contractor who operates on behalf of MUNICIPAL SERVICES, is paid by MUNICIPAL SERVICES INC and has access to MUNICIPAL SERVICES INC service ticket management system for making time entries and charges for their work. MUNICIPAL SERVICES INC is not responsible for the acts of other technicians, contractors or consultants providing service to Client not under its control and direction. If Client purchases equipment from MUNICIPAL SERVICES INC, it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that MUNICIPAL SERVICES INC is not responsible for functioning of the equipment and has not made any express or implied warranties. MUNICIPAL SERVICES INC shall not be liable for any claim or demand against the Client by any third party on account of errors or omissions performed hereunder.
7. Remote access to personal computers and/or networks. If or when Client transitions to home or alternative networks, MUNICIPAL SERVICES INC will make best effort to make connections and serviceability. However, home or alternative networks may not have adequate internet connectivity and equipment to effectively work. MUNICIPAL SERVICES INC is not responsible for inadequacies in those home or alternative networks or to secure those connections. Home equipment will not be as secure and may not have MUNICIPAL SERVICES INC software and security features. MUNICIPAL SERVICES INC is not responsible for the security of the home or alternative networks. Work on a home or alternative network unless otherwise included is outside the scope of this Agreement and MUNICIPAL SERVICES INC may charge it's then hourly rate for work on home or alternative networks. MUNICIPAL SERVICES INC will charge for additional software installed at home or alternative networks as needed.
8. In the event of a Force Majeure MUNICIPAL SERVICES INC is not required to have technicians work during periods or at places where their safety or health could be in jeopardy and in any event will not require technicians to go on site.



9. Client agrees to carry liability insurance and property insurance covering any damage to its network as well as to any clients of the Client adversely affected by Client's network functioning or transmissions from its network.
10. MUNICIPAL SERVICES INC may apply changes or additional terms, conditions and provisions to this Agreement upon 30 days advance written notice to client containing the proposed addition or change. If the additions or changes are not objected to then they shall take effect at the end of the 30 days. Within the 30 days Client may submit changes or objections to the proposed changes or additional terms. If the parties do not agree on the change or addition, then it shall not become part of the Agreement. All the terms, conditions and provisions of this Agreement will continue to apply during any renewal term. Both parties agree to negotiate in good faith rates to be mutually agreed under any renewed contractual service term to be effective at the end of the initial term.
11. Failure to pay: If payment is not received by the first of the month for that month of service MUNICIPAL SERVICES INC reserves the right to put a hold on rendering on-site and remote services until monthly fee has been paid, provided MUNICIPAL SERVICES INC gives a five (5) business day notice of late payment.
12. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials provided by MUNICIPAL SERVICES. Client shall pay any such taxes unless a valid exemption certificate is furnished to MUNICIPAL SERVICES INC for the jurisdiction of use, except in cases when MUNICIPAL SERVICES INC procures or sources the incorrect equipment and / or software and / or support services any incorrect items or software shall be returned to MUNICIPAL SERVICES.
13. If Client fails to make payment for any services or items purchased, and such failure continues for fifteen days, interest shall accrue on any amount due at the rate of 12% per annum until paid. In the event collection processes are instituted to collect any amounts due from Client, Client shall pay the costs of collection plus reasonable attorney fees.
14. This Agreement is fully assignable by MUNICIPAL SERVICES. Immediately upon assignment the assignee's name, address and contact information shall be provided to the other party. This Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.
15. Termination: Termination by Client: Client may terminate this Agreement with or without cause after the first 3 months of the Agreement have passed payment of a Termination Fee equal to the amount of the monthly Managed Services fee agreed to in this Agreement \$1,100.00 and ii.) payment of all past and currently due amounts together with late fees and costs unless client has valid reason to withhold payment on incomplete tasks, work orders or faulty equipment and



provided MUNICIPAL SERVICES INC was notified in a service ticket within 10 days of the original occurrence of any incomplete tasks, work orders and/or faulty equipment which it itemized with sufficient detail to identify the problem. That amount may be withheld until the incomplete tasks, work orders or equipment issues are resolved. MUNICIPAL SERVICES INC shall be given a reasonable opportunity to correct any problems. Any such election shall be made in writing by Notice of Termination and is to be accompanied by the Termination Fee and all other amounts due.

Termination by MUNICIPAL SERVICES:

- a. Upon giving notice to Client of default and the default is not cured within ten (10) business days of receipt of written notice from MUNICIPAL SERVICES INC or for failure of Client to pay for service or products at the time of ordering or within 30 days of billing. Failure of MUNICIPAL SERVICES INC to require payment at the time provided shall not be construed as a waiver of the right to do so.
- b. Any of the following which remains un-dismissed for a period of sixty (60) days: If Client files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Client.
- c. Failure of Client to comply with its obligations in this Agreement after written notice by MUNICIPAL SERVICES INC of the non-compliance and failure to correct the problem or acknowledge the problem and commitment to take corrective action in the future.
- d. Backups in the event of default or early termination or in the event the parties do not renew at the end of the term of this Agreement: Client shall be responsible for transferring backups to a system administered by Client or others on its behalf and for paying any costs of transferring and/or setting up backups off of the system maintained by MUNICIPAL SERVICES. If Client does not provide for any transfer of backups, they shall be terminated within 30 days of the Notice of Termination or Notice of Default. Client assumes all responsibility for its backups and MUNICIPAL SERVICES INC has no responsibility to retain backups. In the event prior to the end of the 30 days, client places its own backups on site or obtains its own cloud backups then it shall notify MUNICIPAL SERVICES INC so it's backups can be terminated.
- e. In the event of default or termination under any circumstances Client agrees it will provide access to MUNICIPAL SERVICES INC technicians to remove antivirus licenses and monitoring tools. The consequence of and failure to provide this access shall be that Client shall continue to be responsible for 50% of the amount of the monthly Managed Services payment until access is allowed and the licenses and tools removed. Spam filtering will be terminated upon default or termination. Client understands that it is entirely responsible to redirect all of Client's MX records away from the spam filter system and redirect email to its



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server or it must provide MUNICIPAL SERVICES INC access to its network information and equipment to take those steps. Upon termination of spam filtering services email will bounce if Client has not taken these steps or requested and allowed MUNICIPAL SERVICES INC to take those measures. Client understands the above and accepts this responsibility and the consequences if it fails to cooperate or act; Client acknowledges that upon termination of the spam filtering if these steps are not allowed or taken email will not be available and there is no recourse whatsoever to MUNICIPAL SERVICES.

- f. In the event of termination by either party, Client is responsible for the full amount of all payments for services provided and products ordered.
 - g. If either party terminates the relationship of managed service provider and client or if Client defaults, then the parties agree to work cooperatively to transfer the client's data and network information as directed by the client to another service provider or to the client. The client will pay the cost of transfer which will include hourly charges of technicians to accomplish the transfer and any services maintained by MUNICIPAL SERVICES INC containing Client data. Client must designate a vendor to handle its email, backups and any other services provided by MUNICIPAL SERVICES. Client must establish an account for transfer of the backups and any other services within 30 days of notice of termination or default, or within 30 days of termination of this SLA. MUNICIPAL SERVICES INC has no responsibility for backups, email or other services beyond 30 days following termination or default under this Agreement.
 - h. In the event of termination of services for any reason by either party, upon written request by Client MUNICIPAL SERVICES INC will provide up to 60 days support to allow Client to make a transition provided Client pays all amounts then due and pays the fee for the additional 60 days in advance.
16. Dispute Resolution: All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration unless they are of an amount which can be handled within the small claims court of the jurisdiction of the MUNICIPAL SERVICES. The parties agree they waive the right to bring a lawsuit based on such claims or disputes other than in small claims court. Before commencing any arbitration proceedings, the aggrieved party must first present the claim or dispute in writing to the other party. The parties shall have 30 days to resolve the claim or dispute. If not resolved, then the aggrieved party may commence arbitration proceedings. The arbitration shall be conducted by Arbitration Resolution Services, Inc. (ARS) or other mutually agreed upon dispute resolution service and the parties shall be bound by any and all rules of the American Arbitration Associations United States Commercial Resolution Dispute Resolution Procedures for Consumer-Related Disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. Arbitration shall be conducted by an arbitrator experienced in Information Technology services and experience required for arbitrator and shall include a written record of the arbitration hearing. An award of arbitration may be converted to judgment in a Court of competent jurisdiction. The



location of arbitration shall be in the home city, county of MUNICIPAL SERVICES. The fees and expenses of the arbitrator and proceedings shall be paid by the losing party.

17. This Agreement and any amendments and its validity, construction and performance shall be governed by the laws of North Carolina. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in the county and state of the MUNICIPAL SERVICES, and the parties agree and consent to such jurisdiction and venue.
18. This Agreement does not create any rights in any third parties.
19. Client shall not modify, create any derivative work of, or incorporate any other software into the computer software programs or any portion thereof with the exception of allowing automatic updates to commence or confirming the installation of an automatically scheduled update or fully supported software for which client has purchased technical support and has scheduled such installation with MUNICIPAL SERVICES. Programs must be installed by a MUNICIPAL SERVICES INC technician or software technical support with a MUNICIPAL SERVICES INC technician assisting. MUNICIPAL SERVICES INC shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any installation, modification or enhancement to the Programs made by Client or by anyone other than MUNICIPAL SERVICES INC unless MUNICIPAL SERVICES INC has agreed. Corrections of unauthorized modifications shall be at the rate of \$____ per hour and may be grounds for immediate termination by MUNICIPAL SERVICES INC of this Managed Services Agreement. Client agrees to prohibit others, including its principals, officers and employees from installing hardware, working on the technical aspects of the operating systems on the Servers and PC's or to give anyone Domain Administrator access. Only MUNICIPAL SERVICES INC will make administrative or technical changes to the servers.



Addendum

Network Information to be filled in by Client and confirmed by MUNICIPAL SERVICES INC technician.

Location Addresses: _____
Number of full-time users on site: _____
Number of full-time remote users: _____
Number of part-time users on site: _____
Number of part-time remote users: _____
Number of email accounts: _____
Network Equipment Supported: _____

Equipment	Number
Desktops	Click or tap here to enter text.
Laptops	Click or tap here to enter text.
Servers*	Click or tap here to enter text.
MAC Desktops	Click or tap here to enter text.
MAC Laptops	Click or tap here to enter text.
iPhones	Click or tap here to enter text.
iPads	Click or tap here to enter text.
Android Phones	Click or tap here to enter text.
Android Tablets	Click or tap here to enter text.
Network Printers	Click or tap here to enter text.



Standalone Printer

Click or tap here to enter text.

***Identify role of Servers**

1) _____

2) _____

3) _____

4) _____

****Only hardware owned by client is to be tracked on this page.**



North Carolina Agreement to Lease Equipment

THIS AGREEMENT TO LEASE EQUIPMENT ("Lease") is made and effective July 1, 2024, by and between Municipal Services Inc, ("Lessor") and City of Trinity ("Lessee").

Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Lease.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the "Equipment"):

Description	Quantity	Extended Price	
WatchGuard Firebox T45 Firewall With 5-Yr Total Security Suite - WGT45645	1	\$4,050.42	\$4,050.42
UniFi Cloud Key	1	\$233.20	\$233.20
Unifi 6E Wireless AP	4	\$370.69	\$1,482.76
Unifi 48 port POE	1	\$1,945.89	\$1,945.89
Labor hours -- 16 hours	16	\$150.00	\$2,400.00
Dell Latitude 5500 Labtop	2	\$1,500.00	\$3,000.00
Labor Bucket to be used for Future projects, per hr	40	\$150.00	\$6,000.00
			\$19,112.27

Lease for 48 months @ \$ 521.00 per month with a 10% buyout option

2. Term.

The term of this Lease shall commence on July 1, 2024 and shall expire 48 months thereafter.

3. Shipping.

Lessee shall be responsible for shipping the Equipment to Lessee's premises.

4. Lease Payment.

The monthly Lease payment for the Equipment shall be paid in advance in installments of \$521.00 each month, beginning on July 1, 2024 and on the first day of each succeeding month throughout the term hereof, at MSI 1451 S Elm Eugene Street, Greensboro, NC, 27233, or at such other place as Lessor may designate from time to time. Any installment payment not made by the tenth (10th) day of the month shall be considered overdue and in addition to Lessor's other remedies, Lessor may levy a late payment charge equal to one percent (1%) per month on any overdue amount. Rent for any partial month shall be prorated.

5. Use.



Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

6. Right to Lease.

LESSOR WARRANTS THAT LESSOR HAS THE RIGHT TO LEASE THE EQUIPMENT, AS PROVIDED IN THIS LEASE.

7. Repairs.

Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

8. Loss and Damage.

A. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease.

B. In the event of loss or damage of any kind whatever to the Equipment, Lessee shall, at Lessor's option:

- (i) Place the same in good repair, condition and working order; or
- (ii) Replace the same with like equipment in good repair, condition and working order; or
- (iii) Pay to Lessor the replacement cost of the Equipment.

9. Surrender.

Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Lessee's cost and expense to such place as Lessor shall specify within the city or county in which the same was delivered to Lessee.

10. Insurance.

Lessee shall procure and continuously maintain and pay for:

- A. All risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming Lessor as loss payee, and;
- B. Combined public liability and property damage insurance with limits as approved by Lessor, naming Lessor as additionally named insured and a loss payee.

The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to Lessor, shall provide at least thirty (30) days advance written notice to Lessor of any cancellation, change or modification, and shall provide primary coverage for the protection of Lessee and Lessor without regard to any other coverage carried by Lessee or Lessor protecting against similar risks. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance. Lessee hereby appoints Lessor as Lessee's attorney in fact with power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts necessary or advisable to secure payments due under any policy of insurance required under this Agreement.



11. Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the Equipment; provided, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge.

12. Lessor's Payment.

In case of failure of Lessee to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Lease, Lessor shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to Lessor with the next installment of rent, and failure to repay the same shall carry with it the same consequences, including interest at ten percent (10%) per annum, as failure to pay any installment of rent.

13. Indemnity.

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

14. Default.

If Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

- A. To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.
- B. To sue for and recover all rents, and other payments, then accrued or thereafter accruing.
- C. To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.
- D. To terminate this Lease.
- E. To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

15. Bankruptcy.



Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section 14 hereof; and this Lease shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.

16. Ownership.

The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

17. Additional Documents.

If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

18. Entire Agreement.

This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

19. Notices.

Service of all notices under this Agreement shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor:

Municipal Services Inc
1451 S Elm Eugene Street
Greensboro, NC, 27233

If to Lessee:

City Of Trinity
6701 NC Hwy 62
Trinity, NC, 27370

20. Assignment.

Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

21. Headings.



Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

22. Governing Law.

This Lease shall be construed and enforced according to laws of the State of North Carolina.

WITNESS THE SIGNATURES OF THE PARTIES TO THIS AGREEMENT TO LEASE EQUIPMENT:

LESSOR:

Sign: _____ Print: _____ Date: _____

LESSEE:

Sign: _____ Print: _____ Date: _____

Exhibit A

Schedule of replacement laptop computers to be included in the equipment lease program

FY 2025	Payroll Administrator and Public Services Director
FY 2026	Planning Director and Coded Enforcement Officer/Planner
FY2027	Finance Director and City Clerk
FY 2028	City Manager



336-434-2073
ashlee@archdaletrinitychamber.com
213 Balfour Drive
Archdale, NC 27263

City of Trinity
5978 NC Highway 62
PO BOX 50
Trinity, NC 27370

5 April 2024

Dear the city of Trinity and all representation,

This contract is to serve as a partnership between the City and the Archdale-Trinity Chamber of Commerce to elevate the city's digital presence and foster community engagement through current and future events. This contract symbolizes a commitment to collaboration, innovation, and growth, as both entities work hand in hand to promote local businesses, drive economic development, and create memorable experiences for residents and visitors alike. The ATCOC will honor the following services for the fiscal year **July 2024 to June 2025**. We believe these are attainable goals that should be decided and agreed upon by city staff and council: _____

1. The ATCOC will further develop all social platforms that pertain to the city of Trinity. This will include regularly updating for community events, community news, public works, meeting schedules and additional updates the city request are more important for current and future residents.
2. Host, coordinate and advertise a community network event with the city manager/mayor to provide citizens with updates pertaining to future development.
3. Aid in the development and success of a city farmers market and continue to pursue efforts in state funding for additional updates or infrastructure to ensure the comfort and successes of this market.
4. Compile a newsletter (frequency is determined by city staff) that is regularly updated informing the community of city news, events and business highlights/opportunities.
5. Begin strategic planning for a community event dedicated and hosted in the city of Trinity. (City festival, parade, food truck festival) Community events elevate camaraderie and continue to showcase the city's involvement and dedication to its town members.

With a shared vision and a passion for progress, the City of Trinity and the Chamber of Commerce are set to create, connect, and enhance the digital development of the city of Trinity.

QUOTE

Date: April 1, 2024

PROPOSED TO:

The City of Trinity
 5978 NC Highway 62,
 PO BOX 50,
 Trinity, NC 27370

ITEM	SERVICE	RATE	AMOUNT
1.	Content Creation		0.00
2.	Social Media Marketing		0.00
3.	Email Marketing		0.00
4.	Ad campaigns		0.00
5.	Digital Graphics		0.00
6.	Strategic Planning		0.00
7.	Event Coordination and Planning		0.00
2024-2025 Yearly Contract Rate -- 20hr(\$15)*52 Weeks			15,600

TOTAL: \$15,600

TERM AND CONDITIONS:

The agreement will outline all services to be provided and the expectations of both parties involved. This ensures transparency and clarity in the working relationship. Regular discussions with city staff will be held to review adjust the necessary services as needed, providing flexibility and adaptability to meet changing needs and circumstances. This approach fosters a strong and collaborative partnership, promoting mutual understanding and success for all involved.



PROPOSAL

DIGITAL MARKETING, SOCIAL
MEDIA AND CITY EVENTS

PROPOSAL ISSUE:

1 April 2024

ATCOC Digital Marketing Proposal

Prepared For

THE CITY OF TRINITY

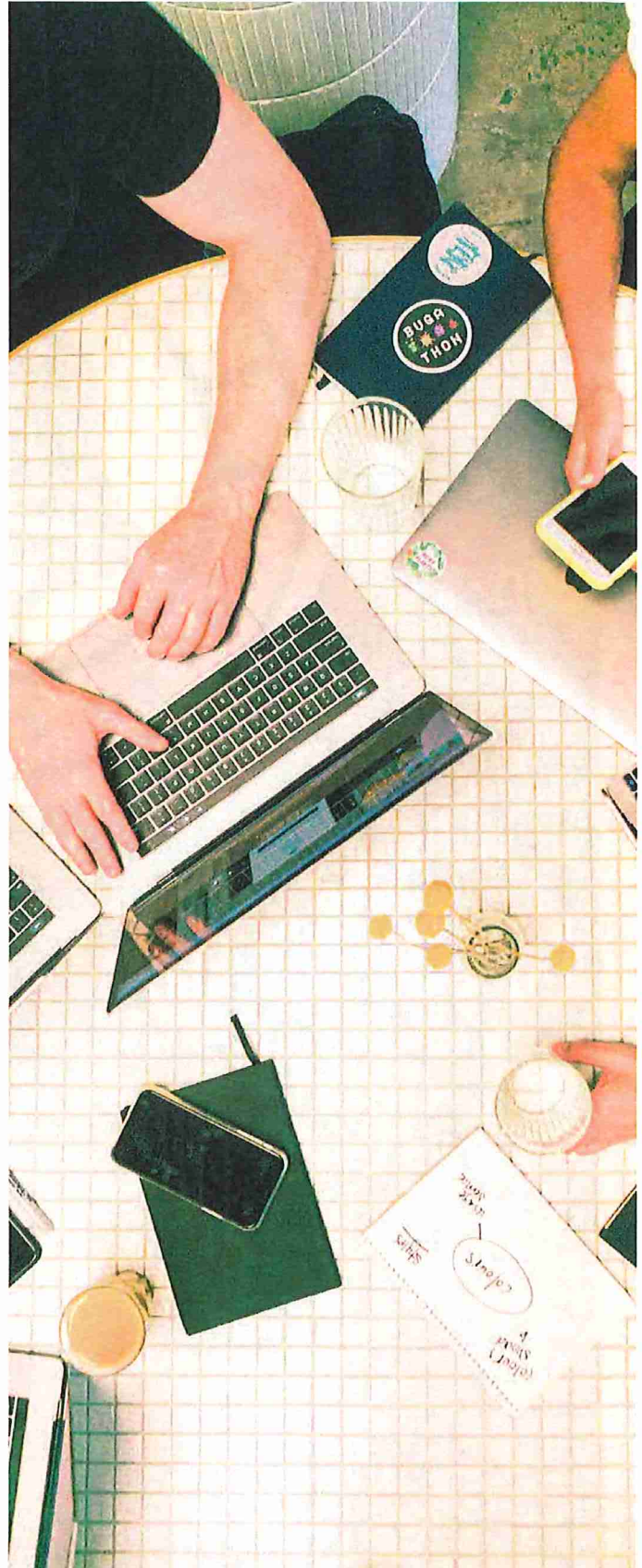
5978 NC Highway 62,
PO BOX 50,
Trinity, NC 27370

OVERVIEW

The City of Trinity's marketing plan will support the outreach of useful information and event knowledge to its residents. The city of Trinity will gain an advantage of being the source of information to its residents instead of the public learning from other social sites; therefore, creating the tone of the message we want to convey to our community members.

In today's digitally interconnected world, the ATCOC recognizes the importance of being a reliable source of information for its residents. By proactively sharing valuable insights and event updates directly with our community, we aim to foster a sense of trust and unity. Serving as the primary hub for news and happenings within Trinity, we seek to create a welcoming and informed atmosphere where residents feel empowered and engaged. Through our marketing efforts, we aspire to strengthen the bond between the city and its inhabitants, shaping a vibrant and inclusive community where everyone's voice is heard and valued.

Together, we can build a brighter future for Trinity, inspired by shared knowledge and collaboration.



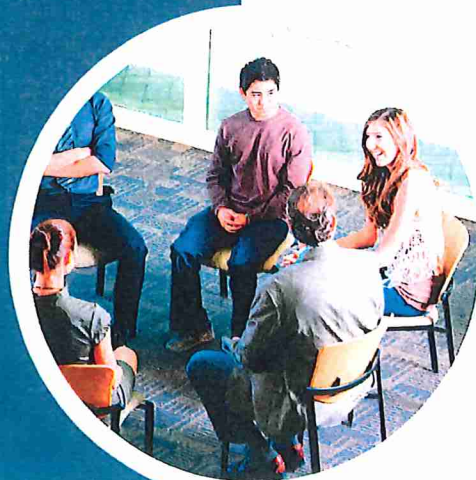
About the A-T Chamber of Commerce

The Archdale-Trinity COC has historically represented a membership of local businesses and organizations by hosting community and networking events.

In addition to fostering connections and collaborations among its members, the Archdale-Trinity COC also plays a crucial role in promoting economic growth and development in the region. Through its various initiatives and programs, the chamber of commerce strives to support local businesses and organizations in reaching their full potential. By providing resources, advocacy, and a platform for engagement, the Archdale-Trinity COC helps create a thriving and vibrant business community that benefits both its members and the broader society. From organizing workshops and seminars to facilitating partnerships and sponsorships, the chamber of commerce remains dedicated to enhancing the overall well-being and prosperity of the area it serves. With a strong foundation built on unity, diversity, and collaboration, the chamber continues to be a cornerstone of success for the local business community.

ROLES:

- **Advocacy:** Chambers advocate for the interests of businesses at the local, state, and federal levels.
- **Networking:** Chambers provide opportunities for businesses to connect and network with each other. This can lead to partnerships, collaborations, and business growth.
- **Resources:** Chambers offer resources and support to help businesses thrive, such as business workshops, seminars, and access to business development tools.
- **Economic Development:** Chambers work to attract new businesses to the area, support existing businesses, and promote economic growth and prosperity in the community.
- **Community Engagement:** Chambers engage with the local community, supporting initiatives that benefit both businesses and residents. This can include events, sponsorships, and community outreach programs.
- Overall, a chamber of commerce serves as a vital resource for businesses of all sizes, helping to create a thriving and supportive business environment.



The Mission



LIVE. GROW. ENJOY

Our community's commitment to safety and growth sets the foundation for a vibrant and prosperous city. With each generation, we work together to create a thriving environment where neighbors can flourish and take pride in the place they call home. By fostering a sense of unity and collaboration, we ensure that the future holds even greater opportunities for all who reside here.



The citizens of Trinity will continue to be informed with updates in all areas of public works as well as any upcoming (new) and existing community events and developments.



In addition, the partnership between the chamber and city is dedicated to fostering a sense of community by recognizing and highlighting the contributions of community members and local businesses through engaging social media posts and informative newsletters. By showcasing the efforts and achievements of individuals and organizations within Trinity, we aim to celebrate the spirit of unity and collaboration that makes our community truly special.

Project Development Digital Marketing

For the city of Trinity, we want to develop exciting events that bring the community together and showcase an evolving city while maintaining a “hometown” spirit of our city with the help of digital marketing. From future music festivals to fun food fairs that tantalize taste buds, we aim to create experiences that residents and visitors alike will treasure.

By organizing these style events, we hope to foster a sense of belonging and pride in our city, creating memories that will last a lifetime where we come together and celebrate all that makes Trinity a special place to call home.

WHAT IS DIGITAL MARKETING?

Digital marketing encompasses online strategies to promote products or services through various digital channels like social media, email, and websites.



HOW DO WE ACCOMPLISH THIS?

To accomplish successful digital marketing for a city, there are several key strategies that can be implemented. First and foremost, it is essential to have a strong online presence across various digital platforms. This includes having a user-friendly and visually appealing website, active social media profiles, and engaging content that showcases the unique aspects of the city.

Furthermore, implementing email marketing campaigns can be an effective way to engage with residents and visitors, promote upcoming events, and share important news and updates about the city.

Overall, successful digital marketing for a city requires a strategic and multifaceted approach that focuses on building a strong online presence, targeting our audience, and utilizing various digital marketing tools and techniques to promote the city effectively.

Current Creative Ideas



WHAT ARE CREATIVE SHORT TERM IDEAS FOR OUR CITY?

We can make a huge impact on the community and local businesses. By thinking outside the box and coming up with innovative ideas, small towns can attract more visitors, increase revenue for local shops, and create a stronger sense of community pride.

- Recruiting and elevating our farmers market.
- Outdoor concerts/ Food Truck Festivals.
- Behind the scenes of residential and commercial development progress and sites.
- Networking events that educate residents on the city's goals.
- Community Event hosted at Grubb soccer fields or Braxton Craven.
- Memorial/ Labor Day parade.
- City banners or flags that distinguish the City of Trinity from neighboring cities of Archdale and Thomasville.
- Expanding our Christmas event by partnering with other local organizations.
- Monthly newsletter of updates, events and news by email marketing.

Long Term Goals

WHAT ARE CREATIVE LONG TERM IDEAS FOR OUR CITY?

When brainstorming creative marketing ideas for a city, it's important to think outside the box and showcase what makes the city unique. Here are some innovative ideas to consider:

1. **Virtual City Tours:** Create immersive virtual tours that highlight the city's attractions, history, and culture. This can be a great way to engage with potential visitors and new residents. ((The progression of the city park from start to finish))
2. **Pop-Up Events:** Organize pop-up events in unexpected locations around the city to generate buzz and excitement.
3. **City-wide Challenges:** Launch interactive challenges or scavenger hunts that encourage residents and visitors to explore different parts of the city. Offer prizes to participants to increase engagement.
4. **Co-Branding with Local Businesses:** Partner with local businesses to create unique co-branded merchandise or experiences that promote both the city and the businesses. This can help boost the local economy while showcasing the city's offerings.
5. **User-Generated Content Campaigns:** Encourage residents and visitors to share their favorite city experiences on social media using a specific hashtag. Repost and celebrate the best submissions to create a sense of community and belonging.

In today's digital age, cities have a valuable opportunity to leverage network and digital marketing strategies to foster commercial development. One effective way for a city to use network and digital marketing is by creating a strong online presence. This can include developing a user-friendly website that showcases the city's offerings, such as available commercial spaces, local amenities, and business incentives. Social media platforms also play a crucial role in promoting commercial development. Cities can utilize platforms like Facebook, Twitter, and LinkedIn to share updates on new developments, upcoming events, and success stories of businesses in the area. Engaging with the community through social media not only helps to raise awareness but also fosters a sense of pride and loyalty among residents.

202?

TRINITY: A SMALL
HOMETOWN CITY WITH
BIG CITY VISION



Our future:

Digital marketing brings residential and economic growth to the city of Trinity

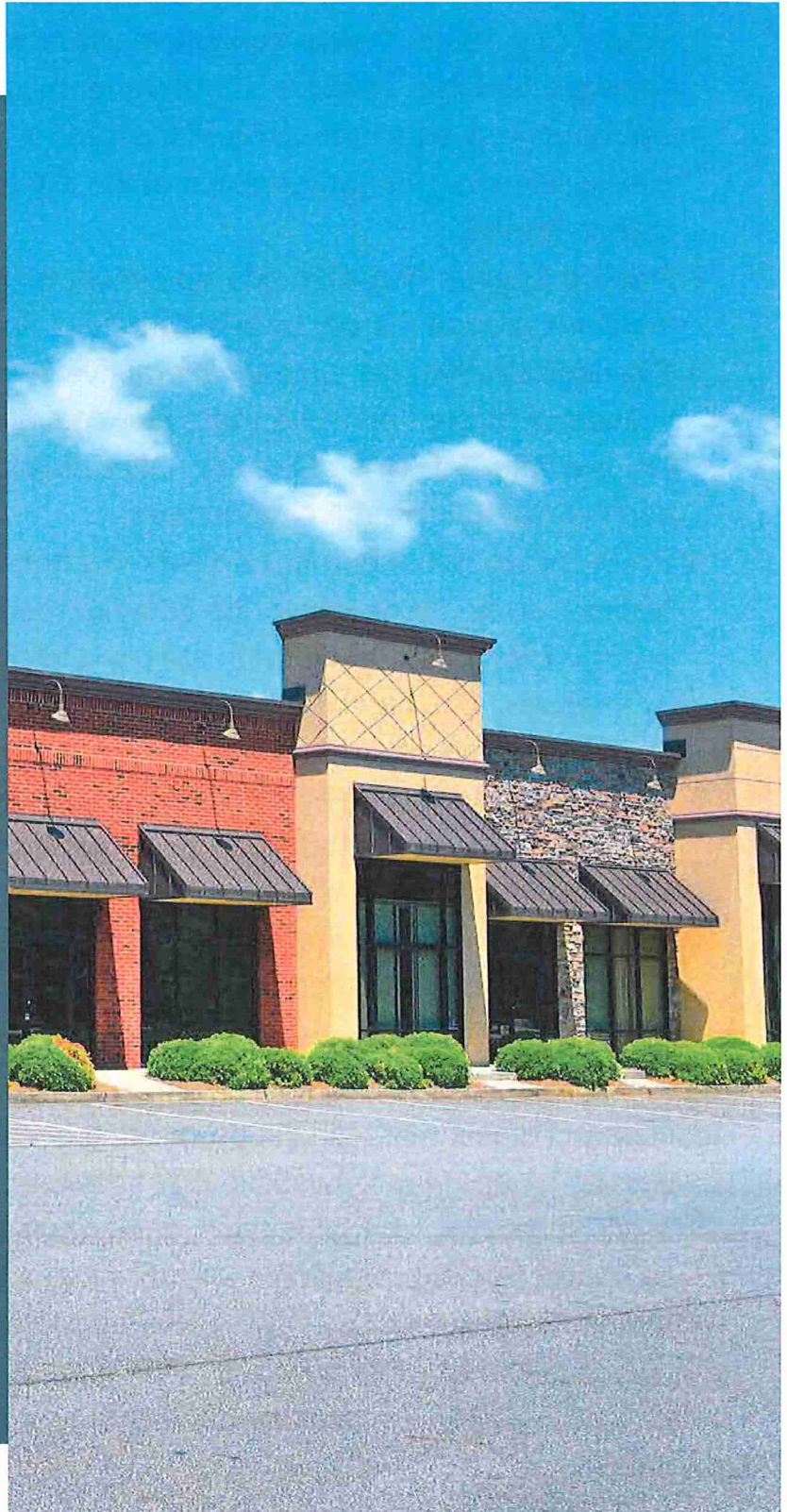


Nestled in the heart of North Carolina, Trinity radiates a unique charm that blends small-town hospitality with big-city ambition. The town's picturesque main street is lined with shops and cozy cafes, inviting locals and visitors alike to explore its hidden gems.

What truly sets Trinity apart is its forward-thinking approach to community development. The town council has implemented innovative sustainability initiatives, such as community gardens and renewable energy projects, to ensure a greener future for generations to come.

Residents take pride in their close-knit community, where neighbors look out for one another and come together for lively festivals and events throughout the year.

As you stroll through the city branded streets of Trinity, you can't help but feel the sense of possibility in the air. With its blend of small-town charm and big-city vision, Trinity is not just a place to live – it's a place to dream and thrive.



In addition to the services mentioned above, the contract will also include regular progress reports to ensure transparency and accountability. Both parties (CM and COC president) agree to meet to review the effectiveness of the services provided and make any necessary adjustments to achieve the set goals. The collaboration between the city of Trinity and the Archdale-Trinity Chamber of Commerce aims to enhance the local community, promote economic growth, and foster a vibrant business environment for all stakeholders involved. By working together towards a common vision, we seek to create a thriving and sustainable future for Trinity, its residents and future development.

The partnership between the city of Trinity and the Archdale-Trinity Chamber of Commerce is a testament to the dedication both entities have towards the betterment of their community. Through open communication and a shared commitment to progress, this collaboration is poised to make a lasting impact on the local landscape. By fostering an environment where businesses can flourish and residents can thrive, the vision of a vibrant and sustainable future for Trinity is within reach. Together, through innovation and collaboration, we can build a stronger community where opportunities abound and prosperity is shared by all.

This contract is valid for one year and shall be reviewed and adjusted at each budget year. Services will change as city development continues. Any line item requiring adjustment to better align with the city's needs may be modified before July 1, 2024.

Ashlee Willett
Archdale-Trinity Chamber of Commerce
President



Stevie Cox
City of Trinity
City Manager

Crystal Postell
City of Trinity
Finance Director

Bob Wilhoit
City of Trinity
Attorney
