

Executive Board Meeting Agenda

Vice Chairman Jay McCosh will convene a meeting of the Centralina COG Executive Board at 6:30 p.m. on Wednesday, November 13, 2019. A light dinner will be served at 6:00 p.m. The meeting will be held in the Catawba Room of the Centralina COG Office on the 1st floor of the Broadcom building.

Time	Item	Presenter
6:00 p.m.	Dinner Please RSVP to Kelly Weston at kweston@centralina.org or (704) 348-2728 by 12:00 p.m. on Tuesday, November 12th so that catering can be arranged.	Kelly Weston
6:30 p.m.	Call to Order	Jay McCosh
	Invocation	
	Amendments to the Agenda (if any)	
Consent Items: <i>Consent agenda items may be considered in one motion and without discussion except for those items removed by a Board member.</i>		
6:35 p.m. Item 1 Pages 5 - 30	Approval of Contract for Web Design and Rebranding Services Contract with Moonlight Creative Group to develop a new website, logo, collateral materials and a brand standards guide. Action/Recommendation: <i>Motion accepting the contract in the amount of \$86,680 and granting approval to enter into agreement with Moonlight Creative to develop a new website, logo, collateral materials, and a brand standards guide.</i>	Geraldine Gardner
Item 2 Page 32	Regional Transit Consultant Contract Approval Authorization The Executive Board is asked to extend the authority the Board previously granted the CCOG Officers to approve a Regional Transit Plan consultant contract. Action/Recommendation: <i>Motion extending the CCOG officers' authority to approve a Regional Transit Plan consultant contract, pending the completion of contract negotiations by December 30, 2019.</i>	Geraldine Gardner
Item 3 Pages 34 - 38	Quarterly Report to the Board The Executive Director presents the report on the FY20 first quarter accomplishments to the Executive Board for approval. Action/Recommendation: <i>Motion to accept the Quarterly Report for July 1, 2019 – September 30, 2019.</i>	Geraldine Gardner
Item 4 Pages 40 - 44	Approval of the September 11, 2019 Executive Board Meeting Minutes The minutes of the September 11, 2019 meeting have been distributed to all members of the Executive Board and should be approved if correct. Action/Recommendation: <i>Motion to approve the September 11, 2019 Executive Board Meeting Minutes.</i>	Jay McCosh
Regular Business Items:		
6:40 p.m. Item 5 15 minutes Pages 46 - 47	Charlotte Regional Business Alliance Presentation The Executive Board will be introduced to the CEO of the Charlotte Regional Business Alliance, Janet LaBar and hear about her priorities for the organization. Action/Recommendation: <i>Receive as information and discuss opportunities for regional collaboration with the Charlotte Regional Business Alliance.</i>	Janet LaBar

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<p>6:55 p.m. Item 6 30 minutes Page 49</p>	<p>FY2019 Audit Report Staff from Cherry Bekaert, LLP will present the audit report for FY2019.</p> <p>Action/Recommendation: <i>Motion to approve and accept the audit report as presented.</i></p>	<p>Cherry Bekaert, LLP</p>
<p>7:25 p.m. Item 7 10 minutes Pages 51 - 52</p>	<p>Federal Relations Update CCOG's federal relations consultant, Leslie Mazingo, will present an update on the organization's federal relations efforts, including a performance report on activities from September and October 2019.</p> <p>Action/Recommendation: <i>I move to accept the Strategic Consulting Performance Report for September through October 2019.</i></p>	<p>Leslie Mazingo</p>
<p>7:35 p.m. Item 8 10 minutes Pages 54 - 58</p>	<p>NC Radar Project Update The Executive Director will provide an update on progress towards coordinating with the NC Radar Project and seek the Executive Board's input on next steps.</p> <p>Action/Recommendation: <i>Receive as information and provide feedback to the Executive Director on desired next steps.</i></p>	<p>Geraldine Gardner</p>
<p>7:45 p.m. Item 9 5 minutes Page 60</p>	<p>Nominating Committee Forecast Each year, the Executive Board forms a three-member Nominating Committee to select a slate of officers to serve on the Executive Board. The Board of Delegates will hold elections for these officers at its February 12, 2020 annual meeting.</p> <p>Action/Recommendation: <i>Receive as information.</i></p>	<p>Kelly Weston</p>
<p>7:50 p.m. Item 10 5 minutes</p>	<p>Resolution for Outgoing Executive Board Members</p>	<p>Jay McCosh</p>
<p>7:55 p.m. 5 minutes</p>	<p>Comments from the Executive Board and CCOG Staff</p>	<p>Board Members</p>
<p>8:00 p.m. 5 minutes</p>	<p>Comments from the Vice Chair</p>	<p>Jay McCosh</p>
<p>8:05 p.m. 5 minutes</p>	<p>Comments from the Executive Director</p>	<p>Geraldine Gardner</p>
<p>Closed Session Action/Recommendation: <i>Motion to enter Closed Session pursuant to NCGS § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.</i></p>		
<p>8:10 p.m. Item 11 30 minutes</p>	<p>Executive Director's Performance Evaluation The Executive Board will enter closed session pursuant to NCGS § 143-318.11(a)(6) to discuss the Executive Director's performance evaluation.</p> <p>Action/Recommendation: <i>For discussion purposes.</i></p>	<p>Jay McCosh</p>
<p>Action/Recommendation: <i>Motion to resume open session.</i></p>		



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Wednesday, November 13, 2019
9815 David Taylor Drive, Suite 100
Charlotte, NC 28262

8:40 p.m.	Adjournment	Jay McCosh
<p><i>Centralina Council of Governments complies with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of disability. Centralina Council of Governments will make reasonable accommodations in all programs/services to enable participation by an individual with a disability who meets essential eligibility requirements. Centralina Council of Governments' programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation, please contact the Clerk to the Board, 9815 David Taylor Drive, Charlotte, NC 28262, phone (704) 348-2728. Please allow 72 hours advance notice for preparation. Visit our website: www.centralina.org.</i></p>		



Centralina Council of Governments

Item 1



Board Agenda Item Cover Sheet

Board Meeting Date:	November 13, 2019	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Emily Hickok	Presentation Time:	N/A			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Alternate Contact:	Emily Hickok	Phone Number:	704-348-2702			
		Email:	chickok@centralina.org			
Submitting Department:	Gov. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
Contract with Moonlight Creative Group to develop a new website, logo, collateral materials and a brand standards guide.						
Background & Basis of Recommendations:						
<p>CCOG recently celebrated its 50th anniversary and completed a strategic review. Through intensive internal and external engagement, CCOG refreshed its mission, created core values and set strategic priorities that will guide the organization for the next three years. As part of the strategic review, we also identified the need to strengthen internal operations and external engagement based on the following goals:</p> <ol style="list-style-type: none"> 1. Strengthen our communications with stakeholders to promote CCOG, our work and impact across the region; 2. Effectively market CCOG services and resources; and 3. Develop a brand identity that unifies the numerous affiliated programs, boards and commissions that are a part of the Centralina family. <p>In support of these goals, CCOG released a Request for Proposals on September 23, 2019 to solicit proposals to uncover CCOG’s brand identity and formulate a compelling brand strategy that positions us for increased success. This project has two main components (1) create a new brand including a refreshed logo, design standards, and collateral materials and (2) develop a new CCOG website based on those standards.</p> <p>A consultant selection team, comprised of staff at varying levels from five departments, ranked Moonlight Creative Group’s proposal the highest out of the seven proposals we received. They also scored top marks during the interview process and offered CCOG a discounted non-profit rate, making their proposal also the most competitive from a price standpoint (the highest came in at \$231,000). Moonlight is a local woman-owned business with over 20 years of experience in this market.</p>						
Requested Action / Recommendation:						
Motion accepting the contract and granting approval to enter into agreement with Moonlight Creative to develop a new website, logo, collateral materials and a brand standards guide.						
Time Sensitivity: <i>(none or explain)</i>	The project will be completed in phases. The brand standards and logo redesign will be completed in spring 2020 and the website and collateral will wrap in summer 2020. A full timeline is listed in the master agreement attachment.					
Budget Impact: <i>(none or explain)</i>	The contract amount is for \$86,680. Optional services would be an additional charge.					
Attachments: <i>(none or list)</i>	Master Agreement, Statement of Work and Pricing Attachment.					



CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this "Agreement"), dated as of the 13 day of November, 2019 (the "Effective Date"), is by and between **MOONLIGHT CREATIVE GROUP, INC.**, a corporation with a principal place of business at 930 East Blvd. Suite B, Charlotte, NC 28203 ("Consultant") and CENTRALINA COUNCIL OF GOVERNMENTS, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business at 9815 David Taylor Drive, Suite 100, Charlotte, North Carolina 28262 ("CCOG"). Consultant and CCOG are each referred to individually as a "Party" and collectively as the "Parties" to this Agreement.

RECITALS

WHEREAS, Consultant is in the business of marketing and website design;

WHEREAS, CCOG wishes to engage Consultant to perform certain professional services in accordance with the terms and conditions of this Agreement and as described in one or more statements of work (the "Services"), as may be agreed upon by the Parties in writing from time to time (each a "Statement of Work"); and

WHEREAS, Consultant wishes to provide the Services in accordance with the terms and conditions hereof.

In consideration of the mutual covenants contained herein, the sufficiency and adequacy of which are hereby acknowledged, CCOG and Consultant hereby agree as follows:

ARTICLE I

Statements of Work

A. The initial Statement of Work agreed to by the Parties is set forth on Exhibit A hereto. From time to time during the Term hereof (as defined in Section II.A. below), the Parties may, in their discretion, agree in writing to additional Statements of Work. Each Statement of Work is hereby incorporated into this Agreement.

B. CCOG hereby retains Consultant to perform the Services, and Consultant agrees to perform the Services, in conformity with each Statements of Work, subject to the terms and conditions of this Agreement and all applicable local, state, and federal laws and regulations. Consultant will devote such time, efforts and resources to the performance of the Services as are reasonably necessary to accomplish the tasks specified in each Statement of Work. Each Statement of Work shall identify the following:

- (i) That such Statement of Work is entered into pursuant to, and governed by, this Agreement and the date as of which the Statement of Work will be effective;

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- (ii) The nature and objectives of the Services, the Services to be performed and the obligations to be discharged by Consultant;
- (iii) The deliverables to be provided by Consultant to CCOG in connection with the Services (the “Deliverables”);
- (iv) Functional and/or technical specifications (standards or guidelines) for the Deliverables (the “Specifications”);
- (v) Completion and acceptance criteria for the Deliverables;
- (vi) A time schedule for performance of Services by Consultant and a related task plan;
- (vii) The specific resources to be provided by Consultant and the project roles of Consultant’s personnel; and
- (viii) The payments to be made to Consultant for Services under the Statement of Work and the basis for calculation of such payments.

C. CCOG may reduce the scope of work in a Statement of Work at any time upon written notice to Consultant. In addition, from time to time, CCOG and Consultant may agree in writing to otherwise amend or enlarge the scope of work in a Statement of Work. Consultant may not decline to accept any changes to the scope of work in a Statement of Work requested by CCOG that reduce the cost of performance, provided that an equitable adjustment in compensation is made for the out-of-pocket costs of any performance or preparation already undertaken by Consultant. Consultant further may not decline any changes to the scope of work in a Statement of Work requested by CCOG that increase the cost or magnitude of performance, provided that the changes do not significantly increase the scope of work and a commensurate increase in compensation is fixed.

D. Consultant shall furnish such written reports, analyses and documentation in connection with the performance of Consultant’s Services under this Agreement as CCOG may request in writing from time to time.

ARTICLE II

Term

A. This Agreement shall commence as of the Effective Date and remain in full force and effect through November 1, 2020 (the “Initial Term”), and will continue in effect with automatic renewals for successive one-year terms (each a “Renewal Term” and, together with the Initial Term, the “Term”), one (1) year thereafter (the “Term”), unless terminated earlier in accordance with the provisions of this Article II. For all Statements of Work under this Agreement, any renewal of the term of the SOW or amendment of CCOG’s financial obligations under the SOW, shall be void unless the pre-audit requirements of the North Carolina Local Government Finance Act have been met and attested by signature of CCOG’s finance director.

B. Each Statement of Work shall remain in full force and effect in accordance with its terms, unless terminated in accordance with this Article II. In the event that any Statement of Work remains in effect as of the termination or expiration this Agreement, then, notwithstanding anything to the contrary

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in Section II.A above, this Agreement shall continue in effect solely for the term of, and for purposes of, such Statement of Work.

C. CCOG shall have the right to terminate this Agreement (including all Statements of Work) or any Statement of Work for its convenience at any time by providing 30 days prior written notice to Consultant. Upon such termination, or at the expiration of this Agreement, Consultant shall be paid for the Services satisfactorily completed and performed by Consultant on or before the date of termination that have not previously been paid or reimbursed by CCOG.

D. If either Party materially breaches the terms of this Agreement and/or a Statement of Work and such breach is not cured within 30 days after written notice of such breach is given to the breaching Party, then the other Party may, by giving written notice to the breaching Party, terminate this Agreement (including all Statements of Work) and/or the applicable Statement of Work as of the end of such 30 day period or such later date as is specified in the notice of termination.

E. If this Agreement or a Statement of Work is terminated by CCOG under Section II.D, CCOG shall be entitled, without prejudice to any other rights or remedies available to it, to cause the completion of any pending Services by, at its option, either (i) requesting Consultant to complete the Services, in which case Consultant shall be paid for the Services requested by CCOG that have been satisfactorily completed and performed by Consultant and that have not previously been paid or reimbursed by CCOG, or (ii) causing such Services to be completed in whatever manner it deems expedient (whether by engaging the services of any third party or otherwise) and crediting the reasonable costs and expenses so incurred against any amount due or to become due to Consultant under this Agreement. CCOG shall use reasonable care to mitigate the amount of excess costs for which Consultant may be liable under this Section II.E. If, after termination, it is determined for any reason whatsoever that Consultant did not materially breach this Agreement; or that such breach was excusable as a matter of law, the rights and obligations of the Parties shall be the same as if CCOG had terminated the Agreement in accordance with Section II.C of this Agreement.

F. Within 30 days after the expiration or termination of this Agreement and/or a Statement of Work, Consultant shall deliver to CCOG all Deliverables, writings, documents, tangible work product and copies thereof prepared by Consultant in connection with this Agreement and/or the applicable Statement of Work.

G. The election by CCOG to terminate this Agreement or a Statement of Work in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other arising after the date of expiration or termination, except that expiration or termination of this Agreement will not relieve either Party of its obligations under Sections II.F, III.D., and XIII.B, and under Articles V (Ownership of Work Product), VI (Confidential and Proprietary Information), VII (Warranty and Indemnification), and X (Applicable Law; Jurisdiction; Venue), nor will expiration or termination relieve Consultant or CCOG from any liability arising from any breach of this Agreement. In addition, upon expiration or termination of this Agreement for any reason, Consultant shall promptly deliver to CCOG, or at CCOG's request destroy, all CCOG Confidential Information (including without limitation all copies thereof) within Consultant's possession or control.

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ARTICLE III

Compensation

A. As sole compensation for the performance of the Services, CCOG shall pay Consultant at the rates and upon the terms set forth in each Statement of Work. Consultant shall invoice CCOG for all fees for Services in accordance with the schedule stated in the Statement of Work. Each invoice will include (i) a breakdown of the work performed and amounts being invoiced to CCOG relating thereto; (ii) if any invoiced amount is based on the number of hours worked during the applicable period, the number of hours and the days such work was performed and description in reasonable detail of the work performed during such hours; and (iii) all total amounts due. CCOG will pay all undisputed invoiced amounts within 45 days after receipt of the applicable invoice.

B. In addition, and except for Statements of Work based on fixed fee compensation or that explicitly exclude such expense reimbursement, CCOG shall reimburse Consultant for reasonable expenses incurred by Consultant in connection with the performance of the Services, provided that such expenses are approved by CCOG in writing in advance and are incurred in accordance with CCOG's then-current travel and expense policy. Unless otherwise expressly indicated in a Statement of Work, Consultant shall submit, at least monthly, statements for Services rendered and expenses incurred in such form and detail as CCOG shall require, by the 15th day of the following month. Each invoice shall reference the applicable Contract Number, the Statement of Work Number and the Task Number.

C. In the event CCOG disputes any amount shown due on such invoice, CCOG shall pay any undisputed amounts in accordance with the applicable payment terms and send a disputed amount notice (setting forth the amount in dispute and the reasons for any such dispute) to Consultant. The parties shall use commercially reasonable efforts to resolve any such dispute.

D. During the term of this Agreement and for a period of three years thereafter, Consultant shall maintain complete and accurate books and records to substantiate Consultant's charges to CCOG hereunder. To the extent Consultant keeps such records in the normal course of its business, such records shall include, but not be limited to, time cards, job cards, attendance cards, job summaries, travel and expense reports, and records of any other supporting documentation for all amounts billable and payments made to it under this Agreement. Either CCOG, or an independent third party on behalf of CCOG, shall have the right to inspect, copy, verify and audit such books and records at any time upon two weeks' prior written notice to Consultant. Consultant shall cooperate fully with CCOG or its designees in connection with the audit, and assist CCOG, or its designees, as is reasonably required. Consultant shall reimburse CCOG the amount of any overpayments, if any, determined to have been paid by CCOG as a result of such audit. In addition, Consultant shall reimburse CCOG for any expenses incurred by CCOG in connection with any audit which results in the correction of a billing error by Consultant in an amount greater than 5% of the charges that were subject to such audit for the period audited.

ARTICLE IV

Delivery and Acceptance

A. Consultant shall deliver each Deliverable at the times and in the manner specified in the applicable Statement of Work. Unless another process is set forth in a Statement of Work, the Parties shall comply with the delivery, review and acceptance procedures for each Deliverable as set forth in Section IV.B.

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B. Upon the delivery of each Deliverable, CCOG shall have 30 days to inspect and test such Deliverable to determine whether it is acceptable. In the event that CCOG notifies Consultant in writing that such Deliverable is unacceptable, Consultant shall, within 30 days following receipt of such notice, remedy such failure and re-deliver such Deliverable to CCOG. The foregoing process shall continue until the Deliverable has been approved in writing by CCOG; provided that CCOG shall have the right at any time to (i) deem any non-conformity to be a material breach of this Agreement; or (ii) accept the Deliverable as a nonconforming deliverable (in which case CCOG may, in its sole discretion, either (a) recover from Consultant CCOG's out-of-pocket costs (which may include amounts paid to CCOG affiliates) incurred in correcting, modifying or otherwise adapting the Deliverable to conform to the Specifications; or (b) withhold (or be refunded) an amount of the fees payable or (paid) to Consultant to reflect the value of the Deliverable actually received relative to the value of the Deliverable had it conformed to the Specifications). Each Deliverable shall be deemed accepted ("Acceptance") when CCOG shall have notified Consultant of its determination (iii) that the Deliverable conforms to the Specifications or (iv) to accept the Deliverable as a non-conforming Deliverable. All warranties made by Consultant under this Agreement shall survive Acceptance of the Deliverables.

ARTICLE V

Ownership of Work Product

A. Consultant shall make prompt written disclosure to CCOG of all inventions, improvements, discoveries, software (including firmware), and other forms of technology or intellectual property made or conceived or actually or constructively reduced to practice during the term of this Agreement, whether solely or jointly with others, and which are suggested by, or derive or result from, any Services which Consultant may do pursuant to this Agreement, or from any information obtained by Consultant from CCOG or in discussions and meetings with employees of CCOG or its affiliates (such inventions, improvements, discoveries, software (including firmware), and other forms of technology or intellectual property, etc., collectively referred to as "Work Product"). Consultant agrees that CCOG owns and shall continue to own all right, title and interest in and to the Work Product and Deliverables, including, but not limited to all copyrights and renewals and extensions of copyright therein. Consultant shall, and hereby does, exclusively and irrevocably assign, transfer and otherwise convey to CCOG all right, title, and interest in and to the Work Product and the Deliverables, including without limitation all rights of copyright or other intellectual property rights pertaining thereto. Upon CCOG's request and at CCOG's expense, Consultant shall assist CCOG to protect and enforce CCOG's intellectual property rights conferred in this Article V. Consultant hereby waives any and all claims that Consultant may have now or may hereafter have in any jurisdiction to so-called "rental rights," "moral rights" and all rights of "droit moral" with respect to the Work Product and the Deliverables and to the results and proceeds thereof. Consultant agrees to take all appropriate action and to execute any and all documents, necessary or reasonably requested by CCOG to establish, perfect, effectuate, and preserve CCOG's rights in such Work Product and Deliverables.

B. With respect to any materials owned by or licensed by Consultant from third parties (the "Third Party Materials") being included in any Work Product or any Deliverables, Consultant shall either (i) be responsible for obtaining for CCOG at Consultant's sole cost and expense, and hereby grants to CCOG, a perpetual, irrevocable, worldwide, royalty free, paid-up, transferable, sub-licensable license to use, reproduce, distribute, publicly perform, publicly display, modify and prepare derivative works of such Third Party Materials or (ii) in the event that the immediately preceding requirement in Section V.B.(i) is not possible, Consultant shall obtain CCOG's approval in writing prior to (allowing reasonable time for the options described below) including such Third Party Materials in any Work Product or Deliverables to (a) include such Third Party Materials in the applicable Work Product and/or Deliverables with the rights for CCOG as close as possible to those outlined in Section V.B.(i) above or (b) use

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alternative Third Party Materials, Consultant IP (as defined below in Section V.C.) and/or Work Product that otherwise meet Consultant's obligations pursuant to this Section V.B.

C. CCOG acknowledges that Consultant may have developed materials prior to entering into this Agreement, and may own other patent, trade secret and proprietary rights in techniques and concepts that were not conceived or first produced by Consultant in the performance of this Agreement (collectively "Consultant IP"). Consultant IP is proprietary to Consultant and shall remain Consultant's exclusive property. Consultant hereby grants to CCOG a perpetual, worldwide, royalty free, paid-up, irrevocable, non-exclusive, transferable, sub-licensable license to Consultant's IP to the extent it is incorporated in any Work Product or Deliverable delivered to CCOG by Consultant hereunder.

ARTICLE VI

Confidential and Proprietary Information

A. All information furnished to Consultant by CCOG and its designated representatives, except previously publicly available information not made public due to Consultant's fault or negligence, whether orally or by means of written material, including without limitation plans, specifications, financial or business data or projections, or any other forms of business information (the "Proprietary Information"): (a) shall be deemed proprietary and shall be held by Consultant in strict confidence; (b) shall not be disclosed or revealed or shared with any other person except those individuals or entities specifically authorized by CCOG in advance; and (c) shall not be used other than for purposes of, and in connection with, the performance of Consultant's Services under this Agreement.

B. All written material provided to Consultant by CCOG shall be and at all times remain the exclusive property of CCOG. All such material and any copies thereof shall be promptly returned upon request of any designated representative of CCOG, and in any event shall be returned by Consultant within 30 days of notice of termination of this Agreement.

C. If Consultant should receive any legal request or process in any form seeking disclosure of, or if Consultant should be advised by counsel of any obligation to disclose, Proprietary Information, Consultant shall provide CCOG with prompt prior notice of such request or advice so that CCOG may seek a protective order or pursue other appropriate remedies to protect the confidentiality of the Proprietary Information. If such protective order or other remedy is not obtained, Consultant agrees to furnish only that portion of the Proprietary Information which is legally required to be furnished and, in connection with CCOG, to use all reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

D. Consultant shall not, without prior consent of CCOG, reveal or disclose to any person the existence of this Agreement, the projects performed or Services contemplated hereunder, until after the statement of work is completed.

E. In the event of breach of any of the provisions of this Article VI by Consultant, CCOG shall be entitled to equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available at law or equity.

ARTICLE VII

Warranty and Indemnification

A. Consultant represents and warrants to CCOG that: (i) Consultant has the right to enter into this Agreement and to perform its obligations hereunder; (ii) the Deliverables and the Work Product (other than the Third Party Materials) and all work prepared by Consultant hereunder will be the original work of Consultant and that the Consultant has all rights necessary to convey to CCOG the unencumbered ownership of the Work Product and Deliverables and to license the Third Party Materials as provided herein; (iii) the Deliverables and Work Product and all materials and methodologies used by Consultant in performing the Services will not (a) invade the right of privacy or publicity of any third person, (b) contain any libelous, obscene, indecent or otherwise unlawful material, or (c) infringe any patent, copyright, trademark, trade secret or other proprietary right in any jurisdiction or otherwise contravene any rights of any third person; (iv) all Services to be rendered by Consultant hereunder shall be performed in a diligent, efficient, workmanlike and professional manner by qualified personnel; (v) that, when delivered, the Deliverables, if applicable, will be free of bugs, viruses, defects, design flaws or any disabling code or other devices that may cause the Deliverables or any portion thereof to become erased or inoperable or incapable of performing as intended or affect the operations of other systems; (vi) for a period of six (6) months following the launch thereof, the Deliverables will be (a) free from defects in material and workmanship under normal use and (b) will function as intended in accordance with the Specifications; and (vii) Consultant will, in performing its obligations hereunder, strictly comply with all applicable laws.

B. Consultant shall indemnify and hold harmless CCOG and its respective affiliates from and against all claims, cost, liabilities, judgments, expenses or damages owed to third parties (including amounts paid in settlement and reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with (i) Consultant's breach (or alleged breach) of any covenants, warranties or representations made herein, (ii) Third Party Materials, or (iii) any act or omission of Consultant which results in (a) any bodily injury, sickness, disease or death; (b) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or (c) any violation of any statute, ordinance, or regulation.

ARTICLE VIII

Independent Contractor Relationship

A. CCOG and Consultant acknowledge that in providing the Services under this Agreement, Consultant is acting solely as an independent contractor and not as an agent or employee of CCOG. Neither Party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other unless otherwise expressly agreed to in writing signed by both parties. Nothing contained in this Agreement is intended to give rise to a partnership, joint venture or employment relationship between the Parties or to impose upon the Parties any of the duties or responsibilities of partners, joint venturers or employer-employee. Except as so authorized, Consultant agrees to indicate to any third party vendor or customer, as appropriate, that Consultant has no authority to bind CCOG.

B. Persons furnished by Consultant shall be solely the employees or agents of Consultant and shall be under the sole and exclusive direction and control of Consultant. CCOG and Consultant understand and agree, for purposes of federal and state law, that Consultant will not be treated as an employee with respect to Consultant's Services to CCOG as set forth herein; rather, Consultant is to be treated as an independent contractor.

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C. Each Party shall be responsible for compliance with all laws, rules and regulations applicable to it. Consultant understands and agrees that Consultant alone shall be responsible to pay Consultant's appropriate share of state, federal and local taxes, including all required prepayments of estimated taxes. Consultant further agrees that Consultant shall indemnify and hold harmless CCOG for any failure to make said payments.

D. Consultant understands and agrees the Consultant is responsible for making the appropriate deductions and payments to the applicable state unemployment insurance agencies and to the applicable state workers' compensation agencies. Consultant further understands that Consultant alone is responsible for obtaining Workers' Compensation Insurance.

E. CCOG retains the right to require Consultant to produce proof of Consultant's compliance with state and federal laws concerning required payroll deductions from earnings.

ARTICLE IX

Insurance Obligations

Without limiting Consultant's indemnification obligations set forth in Section VII.B. above, Consultant shall provide and maintain at its sole cost and expense during the term of this Agreement, insurance coverage in accordance with best industry practices, and sufficient in any case, to protect the assets subject of this Agreement from loss due to theft, fraud, and /or undue physical damage. Consultant will procure and maintain and ensure that any of its subcontractors approved pursuant to this Agreement procure and maintain insurance as follows:

A. Workers compensation with statutory limits in compliance with applicable State and Federal laws. Employer's liability with minimum limits of \$100,000 each accident/\$100,000 disease each employee/\$500,000 disease policy limit.

B. Blanket employee fidelity coverage equal to the actual value of this Agreement.

C. Commercial general liability covering all operations performed by Consultant or by any subcontractor with a minimum limit of the greater of (i) \$1,000,000 or (ii) the actual value of this Agreement per occurrence with an unlimited aggregate or at amounts to be determined by CCOG, to include Contractual liability covering Consultant's assumption of liability under indemnification of CCOG, with the same limits as in item (B) above.

D. If any motor vehicles owned or leased, automobile liability with a minimum limit of \$1,000,000.

Consultant will provide CCOG with certificates of insurance evidencing the above amounts. Before commencing work, Consultant will furnish CCOG with certificates of insurance on an approved form with "Centralina Council of Governments (CCOG)" named as an additional insured, or alternatively, a copy of the applicable policy endorsement adding CCOG as an additional insured. The certificates or endorsements will provide that policies will not be canceled or changed until 30 days' written notice has been given to CCOG. All insurance will be procured from reputable insurers authorized to do business in North Carolina. Further, upon CCOG's request, Consultant shall provide to CCOG evidence of such insurance coverage reasonably satisfactory to CCOG.

Consulting Services Agreement

ARTICLE X

Applicable Law; Jurisdiction; Venue

A. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the law of the State of North Carolina (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

B. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the United States District Court for the Western District of North Carolina or, if such court would not have jurisdiction over the matter, then only in a North Carolina State court sitting in the County of Mecklenburg, City of Charlotte. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum.

C. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the Federal or state courts sitting in the County of Mecklenburg, City of Charlotte, State of North Carolina, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

ARTICLE XI

Notices

All notices under this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by registered or certified mail, postage prepaid, to the following or to such other person at such other address or may be designated by the parties hereto in writing and notice thereof duly given:

If to CCOG:

Centralina Council of Governments
Attn: Kelly Weston, Clerk to the Board
P.O. Box 481868
Charlotte, NC 28269

With a copy to:

Shumaker, Loop & Kendrick, LLP
Attn: Joseph J. Santaniello, CCOG Legal Counsel
101 South Tryon Street, Suite 2200
Charlotte, North Carolina 28280

If to Consultant:

Moonlight Creative Group, Inc.
Attn: Dawn Newsome, Commander in Chief
930 East Blvd., Suite B, Charlotte, NC 28203

Consulting Services Agreement

ARTICLE XII

General Terms

A. Consent of Waiver

No consent or waiver by CCOG with respect to any provision of this Agreement shall be effective unless made by a duly authorized officer of CCOG.

B. Assignment

No undertaking or rights of Consultant pursuant to this Agreement may be assigned by Consultant to any third party without the express, written consent of CCOG in advance. This Agreement shall insure to the benefit of CCOG, its affiliates, successors and assigns.

C. Severability

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement; rather, the entire Agreement shall be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

D. Entire Agreement

This Agreement constitutes the entire agreement between CCOG and Consultant. The Agreement supersedes all prior communications, representations or agreements, oral or written, with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the Parties shall be binding on either Party unless reduced to writing and signed by an authorized officer of the Party sought to be bound thereby. Should there be any conflict between the terms and conditions of this Agreement (not including the Statements of Work) on the one hand and any Statement of Work on the other hand, the terms and conditions of the applicable Statement of Work shall control to resolve such conflict with respect to such Statement of Work only.

E. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE XIII

Other Terms

A. Exclusive Services

During the term of this Agreement, Consultant agrees to provide CCOG with prior written notice of any similar or like services that Consultant is providing to any other entity that is an actual or prospective competitor of CCOG. Consultant agrees not to retain copies of the Deliverables, furnish any other person copies of the Deliverables, or use the Deliverables on other projects or for any purpose other than in the performance of this Agreement without the prior written consent of CCOG, with the exception of publicly available data.

B. Publicity and Publications

Consultant shall not issue any publicity releases (including news releases and advertising or solicitation materials) or make any other public statement relating to this Agreement or the Services to be performed hereunder without the prior written approval of CCOG. Consultant shall not present or

Consulting Services Agreement

disclose to any person any technical paper, article, or documentary or oral or visual presentation concerning any aspect of CCOG's business without the prior consent and approval of CCOG.

C. Iran Divestment Act

Each Party affirms that, as of the date of execution of this Agreement, it is not listed on the Iran Divestment Act lists created by the North Carolina State Treasurer pursuant to N.C. G.S. 147-86.58, nor are its subsidiaries or parent companies, if any. If either Party should subsequently become so listed, it shall provide written notice to the other Party as soon as practicable, but within no less than five business days.

D. E-Verify

NCGS Chapter 64 Article 2 concerns the use of the free, web-based federal program known as 'E-Verify' or other federally-authorized program to check the work authorization of all new employees in the United States (collectively, "E-Verify").

CCOG affirms that it is exempt from the requirements of NCGS Chapter 64 Article 2 because it is a "governmental body" as defined in that Article.

Consultant agrees that if it is required by NCGS §64 or other statutes to use E-Verify to check the work authorization of all new employees it hires in the United States, it shall do so. Consultant affirms that it is a private entity that is not required to use E-Verify, having 25 or fewer Employees in North Carolina, as the term "Employees" is defined in NCGS §64.

Consultant agrees that for each Statement of Work that specifies that E-Verify subcontractor requirements apply, it shall not enter into any subcontracts under that Statement of Work unless such subcontractor (a) affirms either its exemption from or compliance with the E-Verify requirements of NCGS Chapter 64 Article 2 and (b) agrees to similarly ensure its subcontractors' affirmation of exemption from or compliance with those statutes.

[Signatures on next page.]

Consulting Services Agreement

IN WITNESS WHEREOF, this Agreement has been executed by each party's duly authorized representative as of the Effective Date.

Centralina Council of Governments

Moonlight Creative Group, Inc.

By: _____

By: _____

Name: Geraldine Gardner

Name: Dawn Newsome

Title: Executive Director

Title: Commander in Chief

Date: _____

Date: _____

"This instrument has been pre-audited in the manner required by the North Carolina Local Government Finance Act."

Denise Strosser, CCOG Finance Officer

"This instrument is approved as to form as required by CCOG Policy."

Joseph J. Santaniello, CCOG Legal Counsel]



Consulting Services Agreement – EXHIBIT A

Initial Statement of Work

CCOG Branding and Website Redesign (the “Project”)

This Statement of Work (this “SOW”), dated as of the 13 day of November, 2019 (the “Effective Date”), is by and between CENTRALINA COUNCIL OF GOVERNMENTS, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business at 9815 David Taylor Drive, Suite 100, Charlotte, North Carolina 28262 (“CCOG”), and MOONLIGHT DESIGN GROUP, INC., a corporation with a principal place of business at 930 East Blvd. Suite B, Charlotte, NC 28203 (“Consultant”), pursuant to which Consultant will provide to CCOG the services described in this SOW (the “Services”). CCOG and Consultant have simultaneously entered into a Services Agreement (the “Agreement”). The Agreement is incorporated into this SOW by this reference. In the event of any conflicting or additional terms between this SOW and the Agreement, the Agreement will govern, except with respect to the Work Plan, Fees, and Additional Provisions provided in Exhibit A-1, if any, or other items expressly permitted by the Agreement.

SOW As of Date:	November 13, 2019	Consultant:	Moonlight Creative Group, Inc.
CCOG’s Project Manager:	Emily Hickok	Consultant’s Project Manager:	Dawn Newsome
Email:	ehickok@centralina.org	Email:	dawn@moonlightcreative.com
Telephone No.:	704-348-2702	Telephone No.:	704-332-9918
Work Plan			
<u>Nature and Objectives of Services to be Provided by Consultant:</u> See Exhibit A-1			
<u>Time Schedule and Task Plan for Performance of Services by Consultant:</u> See Exhibit A-1			
<u>Consultant Project Roles and Resources to be Provided by Consultant:</u> See Exhibit A-1			
Deliverables (including technical specifications and completion/acceptance criteria)		Due Dates	
See Exhibit A-1			
Period of Performance, Terms of Payment and Ceiling Amount			
This Statement of Work is effective from the Effective Date above through November 1, 2020. Amendment of this SOW, or renewal of its term must be in writing executed by both parties’ authorized representative and requires pre-audit certification and attestation by CCOG’s finance director. Fees will be as specified in Exhibit A-1.			
Consultant’s invoices shall be delivered to the attention of CCOG Accounts Payable with a copy to the Project Manager listed above, by email to ehickok@centralina.org and/or by regular mail to P.O. Box 481868, Charlotte, NC 28269 . Each invoice shall reference the Contract Number, the Statement of Work Exhibit Number and the Work Plan Tasks(s) under			

that SOW for which work has been performed.

Invoices shall be issued by Consultant upon completion of deliverables or milestones defined in the Scope of Work outlined in Exhibit A-1 and payable by CCOG within 45 days of invoice. The amount due to Consultant pursuant to this Statement of Work may not exceed the limit set in Exhibit A-1 unless proper written justification has been submitted to the CCOG Project Manager and approved by a CCOG officer **prior to performance of work**. If necessary, the Project Manager will issue a revised Statement of Work.

NC Iran Divestment Act Compliance

Each Party affirms that, as of the date of execution of this SOW, it is not listed on the Iran Divestment Act lists created by the North Carolina State Treasurer pursuant to N.C. G.S. 147-86.58, nor are its subsidiaries or parent companies, if any.

E-Verify. (CCOG to check one prior to Consultant’s execution:)

E-Verify requirements **DO** apply to this Scope of Work. Consultant agrees that for this Statement of Work, it shall not enter into any subcontracts under this Statement of Work unless such subcontractor (a) affirms either its exemption from or compliance with the E-Verify requirements of NCGS Chapter 64 Article 2 and (b) agrees to similarly ensure its subcontractors’ affirmation of exemption from or compliance with those statutes.

E-Verify requirements **DO NOT** apply to this Scope of Work.

Authorization. This Statement of Work has been executed by each Party’s duly authorized representative as of the date below such Party’s signature.

CENTRALINA COUNCIL OF GOVERNMENTS

MOONLIGHT DESIGN GROUP, INC.

By: _____

By: _____

Name: Geraldine Gardner

Name: Dawn Newsome

Title: Executive Director

Title: Commander in Chief

Date: _____

Date: _____

“This instrument has been pre-audited in the manner required by the North Carolina Local Government Finance Act.”

Denise Strosser, CCOG Finance Officer

“This instrument is approved as to form as required by CCOG Policy.”

Joseph J. Santaniello, CCOG Legal Counsel]



PROJECT SUMMARY

Centralina Council of Governments (CCOG) and Moonlight have teamed up to lead CCOG through a rebrand and the development of a new website, as well as publish on-brand marketing collateral. What will success look like at the end of this project?

- A unified CCOG brand that reinforces the connection between CCOG, its departments and programs, and the constituents it serves.
- An updated, user-friendly website that serves as a primary regional resource for constituents.

IMPLEMENTATIONS

Client-Agency Project Management

\$4,400

We like to ensure that every project includes adequate time for both the client and our team to collaborate and get involved in the creative and production process. This includes time for regular phone calls, emails, meetings, or updates across the entire project scope with the Executive Director, Marketing & Communications Manager, department directors, and board of directors. Option to set up weekly/bi-weekly status calls at our \$110/hr rate.

KICK-OFF MEETING

\$1,750

We'll lead the Executive Director and Marketing & Communications Manager through a 2-hour meeting to uncover the essence of the parent CCOG brand, the findings of which will guide the strategy and execution of the remaining implementations. We'll review your recent strategic review, refreshed mission, core values, and strategic priorities, asking clarifying questions to make sure we understand these crucial brand elements. We'll also ask you more detailed questions about your primary audiences, competitors, personality, voice, visual preferences, and what distinguishes CCOG in the marketplace. Additionally, we'll ask you to specify your desired website metrics and conversions (i.e. total visits, time on page). We will use your answers to guide the development of your brand DNA & Guidelines, website, and brand rollout.

DEPARTMENT KICK-OFF MEETINGS & PERSONA DEVELOPMENT

\$1,955

To help us understand the nuances of the department brands, we'll lead each department head and 1-2 of their employees (if needed) through a 1-hour meeting. We believe that information from these meetings will help us create an effective brand architecture, write accurate and compelling website copy, and design logo concepts that honor the individuality of the departments while also tying them to the parent brand. This includes a meeting with Regional Planning, Area Agency on Aging, Community & Economic Development, Centralina Workforce Development, and Government Affairs & Member Engagement. We'll ask detailed questions about their audience, competitors, and visual preferences. We'll share our findings in a 1-3 page summary.



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ORGANIZATIONAL PERSONA DEVELOPMENT

\$2,200

The most effective marketing content speaks to the goals, values, and needs of its constituents. To ensure that CCOG's content is relevant and impactful, we'll develop in-depth personas for the primary constituents you serve, including local government members, government entities, local government staff, partner organizations, and residents seeking health programs/career information. We'll define the key players within each segment, what messages they need to hear, and what actions we want them to take over the course of their relationship with CCOG. The final personas will be included in the Brand DNA & Guidelines so that your team can reference it to develop future marketing messaging. This includes 1 round of edits to the personas. Please note that additional rounds of editing will be billed at our \$110/hr rate.

NAMING OPPORTUNITIES

\$625

We'll explore new naming options for CCOG based on popular council names. In addition to proposing/reviewing 2-3 name suggestions, we'll uncover the pros and cons of a name change by creating a 3-5 question digital survey. Moonlight will email the survey to a group of constituents hand-selected by the client. We'll share survey responses with CCOG along with a summary of the benefits and/or risks. Before officially selecting a name, the client must engage an attorney for trademarking and use. Once approved by legal, we can move forward with logo designs.

MARKETING AUDIT, BRAND STRATEGY & LOGO DEVELOPMENT

\$8,590

We'll conduct a marketing audit that looks at current marketing channels, existing digital and print collateral, and your current brand structure. This also includes time to fully audit the existing website. We'll present a 2-3 page high-level summary of our findings and our recommendations that we'll incorporate into the remaining implementations.

We'll also develop a brand strategy to support a unified CCOG identity. With help from CCOG's survey results, we'll determine the best brand architecture to incorporate current and future departments, affiliate organizations, and individual projects. We'll also identify a corresponding naming structure and steps to visually represent programs.

Once the brand strategy and name is approved, we'll begin with logo development. We'll design 3-5 concepts for the CCOG master logo. We'll create brand boards that show the concepts in various color formats and real-world application examples. The client will get 2 rounds of edits to their chosen logo concept. Once the preferred concept is chosen, we'll create 2 sets of department logos. The first set will show up to up to 5 department logos with minimal changes (e.g. incorporating a new color). The second set will show up to up to 5 department logos with moderate changes (i.e. modifications to the logo design elements). The Marketing & Communications Manager will present both logo sets to the departments and ask the departments to unanimously decide which set they like best. This ensures that all of the logos have the same look and feel. The Marketing & Communications Manager is also responsible for collecting any department feedback that Moonlight can incorporate into 1 round of revisions to the 1 chosen logo set.

Please note that adding items to the audit scope or building additional brand architectures will be billed at our \$110/hr rate. Requesting additional logo concepts or additional rounds of edits to logos will also be billed at our \$110/hr rate.



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TAGLINE DEVELOPMENT

\$1,100

We'll use findings from the discovery phase to develop 4-5 tagline options for your team to choose from, including 1 round of revisions to your top 2 tagline options. Please note that additional rounds of tagline edits or brainstorming new taglines will be billed at our \$110/hr rate.

BRAND DNA & GUIDELINES

\$6,250

The Brand DNA & Guidelines will help CCOG build a strong brand from the inside out by making the mission, vision, tagline, goals, audiences, brand architecture, personality, and voice easily accessible to stakeholders and employees. It will also provide guidelines for logo usage, color palette, and typography based on your final chosen logos. This includes time for 1 round of edits to the entire document. Please note that any changes to the scope/items included in the guide or additional rounds of edits will be billed at our \$125/hr rate.

EDITORIAL STYLE GUIDE

\$1,000

We will create an editorial style guide in Word that covers overall style direction (AP Style), brand voice, literacy guidance, internal/external language, brand names and acronyms, abbreviations, important government terminology, numbers, dates, capitalization, punctuation, and geographic regions. The goal is to create a base-document that the client can continue to edit to include additional information. This includes 1-round of edits to existing content in the document. Please note that any changes to the items included in the guide or additional rounds of edits will be billed at our \$110/hr rate.

WEBSITE DESIGN & STRATEGY

\$7,500

We will design, develop, and write copy for a new CCOG WordPress theme website that has up to 80 webpages (not including individual blog and event pages. These will be transferred over from your current websites). We'll build a site map that includes the most relevant pages and content to support your goals. We'll also provide a high-level content outline. At that time, we will also share a list of additional information we need to develop the full copy. This includes 1 round of edits to the site map and content outline. Addition rounds of edits will be billed at our \$125/hr rate.

COPYWRITING

\$7,700

Once the outline is approved, we'll begin writing and copyediting website copy for up to 80 pages. Your team will get 2 rounds of edits to the website copy. Please note that additional rounds of edits to the copy will be billed at our \$110/hr rate.

ADVANCED SEARCH

\$10,600 + \$99/mth for plugin

We'll create a custom search database with dynamic filters using FacetWP. Users can search pages by categories we setup (type, industry, keyword, etc). We would create custom designs for a main search page and each category type subpage (up to 6 unique designs).



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INTERACTIVE MAP

\$3,525

We'll create a filterable main map page. The user can select what type of information they want and the map will link to corresponding pages. These individual pages will have iframes pulling information from databases provided by the client.

RESOURCE LIBRARY

\$3,950

This will be a separate section outside the blog where users can search for resources/guides. We will create a main resource page and an individual post page design.

MEMBERSHIP PORTAL

\$1,875

A member will be able to log in and see content specific to them like videos, posts, and other pages only members are allowed to view. We anticipate a standard plugin will be sufficient, but if more functionality is needed, premium plugins will be estimated and approved before setup.

EMAIL INTEGRATION/ TEMPLATE SETUP

\$1,250

We will set up a template that your team can edit and use for email campaigns. It will connect your blog content.

GOOGLE ANALYTICS SETUP

\$375

We will ensure that your Google Analytics account is properly linked to your new website so you're able to measure website performance over time. We will also set up your 3 primary goals in Google Analytics, including any event-driven goals (i.e. click-to-call) that require a Google Tag Manager account. Please note that setting up additional goals or accounts will incur an additional cost.

ICONOGRAPHY & CUSTOM GRAPHICS/INFOGRAPHICS

\$2,750

This estimate includes 25 hours for the client to spend on iconography and/or custom graphics/infographics. The client can allocate the hours based on needs and goals. Once all the hours have been used, we'll provide an estimate at that time if additional iconography and/or graphics/infographics are still needed.

WEB PROCESS

Planning & Setup:

Once copy is approved, with your goals and target audience in mind, we will provide 3 to 4 theme options that are flexible and meet your needs.

We'll need access and login information for your host, FTP accounts, and any 3rd party services you want to use. All hosting and domain purchases are the client's responsibility.

A temporary demo site will be setup for development and testing. Once the new website is complete, we will move it to public view.



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Design & Development:

We start with the homepage, which sets the tone for the rest of the site. Once you approve the homepage we will continue with the rest of the internal pages. To achieve all your desired functionality, we'll also create some custom designed/coded pages.

We will build out the site with the approved content. Here we alter the theme elements to adhere to your brand guidelines such as colors, fonts, hierarchy, and functionality needs. This is the longest phase and we will give you updates on progress as we build the site.

We will include plugins that will allow the client to edit meta descriptions and page title tags. Option for Moonlight to write meta description and page title tags for an additional cost.

Reviewing + Edits:

Once we have the entire site ready for internal review, we will send you a demo link for you to look through and explore your new website. We include 2 rounds of revisions based on your findings. Please note that additional editing to the content or layout of the website or additional website support will incur an additional cost.

Finalizing:

We double-check how the website looks in different browsers and in mobile view, making any final adjustments before going live.

Education:

We will provide a 1 hour in-person training session. We hope this helps you feel more confident and independent when updating your site. Option for a customized WordPress guide available for an additional cost.

IMPLEMENTATION PLAN

\$8,470

To support a successful rebrand rollout, we will lead an implementation strategy that includes the following tactics. This estimate includes 15 hours of design time to be used for social tiles, digital invitations, emails, and other rollout design needs. Once the hours have been used, we'll provide an estimate at that time if additional design support is needed.

LAUNCH EVENT

In collaboration with CCOG, we will host a launch event to unveil the organization's new logo and website. We'll identify the best event format, structure, time, and location, as well as plan options for outlying counties to participate virtually. This includes coordinating event logistics, attendee RSVPs, program schedule, booking speakers, script writing, and attendance at the event.

PRE-LAUNCH ROLLOUT

Our team will plan all of the details leading up to the event. We'll schedule rollout events 10 weeks prior to the launch and build an invitation list of people (key stakeholders, elected officials, staff, agency leadership, media) who will be invited to the event and/or receive information on launch day. Our rollout will include print and digital touchpoints like save-the-dates, invitations, emails, and social media posts, as well as a media advisory. Once the kick-off and audit are completed, we may uncover and suggest additional rollout tactics.



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LAUNCH DAY CAMPAIGN

In an effort to maximize the impact of the new brand, we'll develop a launch day campaign that will start at the same time as the launch event. The goal of the campaign is to ensure that A) the brand is fully executed and B) that all audiences (including those not at the event) will receive brand information simultaneously. We'll create key messages, press releases, eblasts, social media graphics, and any other communication pieces to announce the new logo and website.

PARTNERSHIPS

To drive ongoing brand awareness, our team will identify strategic partnerships for CCOG that could lead to greater reach and new PR opportunities. Once the kick-off and audit are completed, we'll be able to present a list of suggested partners, including constituents who align with programming, as well as customized plans to leverage each partnership.

MEDIA OUTREACH

Working with the media is a great way to increase your brand reach and tell impactful stories illustrating the success of individuals and/or entities that have benefitted from working with CCOG. This estimate includes time for our team to develop and pitch story ideas to targeted media. Once the kick-off is completed, we'll have a better idea of which media outlets make the most sense for CCOG.

CAPABILITIES BROCHURE

\$3,300

We'll develop a 12-page booklet that explains CCOG and its mission, values, departments, and regional priorities. We'll repurpose copy from the website, modifying it slightly so it is unique. Our team will design 2 cover and inside spread options for the client to choose from. We'll use the chosen concept to guide the design of the rest of the brochure. This includes 2 rounds of edits to the brochure. Please note that any changes to the scope/items included in the brochure or additional rounds of edits will be billed at our \$110/hr rate.

COLLATERAL TEMPLATES

We will develop 1 template each for the following:

- **Letterhead \$440**
- **Business card \$550**
- **Presentation folder \$880**
- **PowerPoint title and body slide \$1,100**
- **Enewsletter header and footer \$1,250**
- **Email signature \$875**
- **One-page flyer (in either Word or Publisher) \$660**
- **Sales sheets for each department (5 total, in Publisher) \$880**
- **Staff bio \$880**

For each item in the list above, we will create 2 concepts for the client to choose from. All of the designs will incorporate the overall CCOG brand aesthetic and will be created in a user-friendly format that the team can update (where applicable). Please note that additional rounds of edits and/or creating additional templates for departments, programs, or conferences will be billed at our \$110/hr rate..

TOTAL: \$86,680



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Non-Profit Rates:

Design, Copywriting & Project Management : \$110/hr
Strategy, Web Design & Development: \$125/hr

ADDITIONAL SERVICES

COLLATERAL BROCHURE + TEMPLATES:

Printing costs are TBD and based on quantities and paper selection.

WEBSITE:

Please note that the client is responsible for the following:

Hosting

We recommend WPENGINE or Siteground for hosting. They provide added security and are geared towards WordPress websites which helps with speed and performance.

SSL

We highly recommend your website is secured with an SSL. The hosting companies we recommended above offer a free SSL, but some hosting companies require a yearly fee.

Advanced Search

\$99/month for plugin

Pro Plugins or Subscriptions

If necessary, the client is responsible for the cost of additional plugins that require a yearly/flat fee. (i.e. premium map, API key, page builders, etc.) We will provide costs for approval before implementing.

LAUNCH EVENT:

If needed, cost of space rental or catering will be additional. Any printed collateral (hardcopy invitations, program, banner at event, etc.) will be additional. Cost estimate will be provided if needed.

PHOTOGRAPHY & VIDEO:

Once we determine the goals/scope we can provide an estimate.

SCOPE CHANGE PROCESS

We understand that sometimes our clients may need to expand the scope of work outlined in the contract in response to new challenges, deadlines, or needs. The client decision-maker will notify our team of the new services needed as soon as possible. Our team will discuss a solution and promptly present that solution to the client, along with an updated estimated timeline and cost. We need written confirmation in an email from the client decision-maker that they accept the new solution, timeline, and cost. Once we have that confirmation, we can proceed with the execution.



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BILLING SCHEDULE

November 7	Kick-off	Nov: \$5,905 for Kickoffs, Personas + \$1,100 PM = \$7,005
November 13 & 14	Department kickoffs	
November 15	Brand: Persona development meeting	
November 20	Brand: Persona development sent	
December 13	Brand: Marketing audit, brand strategy, naming + sitemap content outline sent	
December 16	Website: sitemap/ planning meeting (CCOG provides feedback/edits)	Dec: \$9,215 for Naming, Marketing Audit, Brand Strategy, Logo Development + \$1,100 PM = \$10,315
December 19	Website & Brand: Content outline/ sitemap / brand strategy approved by CCOG	
January 10	Brand: Tagline concepts + DNA + logos sent	Jan: \$1,100 for Tagline + \$6,250 for DNA/Guidelines + \$1,100 PM = \$8,450
January 14	Brand: CCOG sends feedback/edits on tagline/DNA/logos	
January 17	Brand: Tagline + DNA approved by CCOG	
January 23	Brand: CCOG approves main logo	
January 31	Brand: All logos approved by CCOG	
February 17	Website & Brand: brand guidelines + theme options sent	Feb: \$1,000 for Editorial Guide + \$7,500 for Web Design/Strategy + \$7,700 Copywriting + \$1,100 PM = \$17,300
February 19	Website & Brand: CCOG sends feedback/edits on guidelines + theme	
February 25	Website & Brand: Brand guidelines + theme approved by CCOG	
February 28	Website: all web copy is sent	
March-August	PR implementation plan starts	Mar: 50% Web Development deliverables = \$12,162.50
March 4	Website: CCOG sends feedback/edits to copy	
March 18	Website: all web copy is approved by CCOG	
April 2	Website: homepage concept(s) sent	Apr: 50% Implementation Plan = \$4,235
April 3	Website: CCOG sends feedback/edits to homepage	
April 9	Website: homepage approved	
April 16	Website: wireframes sent	
April 17	Website: CCOG sends feedback/edits to wireframes	
April 22	Website: wireframes approved	
May 6	Brochure: copy sent	May: \$3,300 for Brochure + \$4,235 for remaining 50% Implementation Plan = \$7,535
May 8	Website: internal custom designs sent	
May 11	Website: CCOG sends feedback/edits to internal custom designs	
May 12	Brochure: CCOG provides feedback/edits	
May 15	Brochure: copy approved	
May 18	Website: Internal custom designs approved by CCOG	
June 2	Brochure: cover + inside design options sent	
June 5	Brochure: CCOG chooses design direction and sends feedback/edits	
June 15	Brochure: full design sent	
June 19	Brochure: CCOG sends full design edits	
June 29	Brochure: full design approved	
July - September	Collateral templates	Jul: \$12,162.50 for Remaining 50% Web deliverables + \$7,515 for Collateral Templates = \$19,677.50
July 6	Website: Full demo sent	
July 10	Website: CCOG sends feedback/edits to full demo	
August 7	Website: approved by CCOG	
August 10	Website: soft launch	**If timeline changes (approved by both CCOG and Moonlight) we will adjust billing to closely align with
August 12	Launch event	27 delivery schedule.**



WWW.MOONLIGHTCREATIVE.COM

930 EAST BLVD. STE B
CHARLOTTE, NC 28203
704-332-9918

TIMELINE

TERMS

Website Terms:

Agency fees include all rights to the one final and complete website.

Site design and development: Unless otherwise noted, two to three options will be presented as initial themes. Estimate includes two rounds of revisions (pre-production) to overall “design atmosphere.” Further changes beyond these included revisions to the structure, objectives, or content of the website may incur additional charges.

Domain and hosting: Client is responsible for setup, maintenance, and providing all necessary information (electronic mail setup if linked, 3rd party logins, etc) and credentials.

Browser support: For security purposes, we only provide support for the most recent version and one version back (current + 1) of Internet Explorer, Firefox, Safari, Opera, and Chrome.

Responsive design: Our sites are designed to provide an optimal viewing and interaction experience with a minimum of resizing, panning, and scrolling—across a wide range of devices (from desktop computer monitors to mobile phones).

Technical support: We will provide a 1 hour in-person training, at deployment of site. If further education is needed, we can provide additional training billed at the hourly rate.

Client is responsible for backing-up their website (we recommend daily or weekly), updating CMS, theme, and plugins. If you would like us to manage your website backups and updates we can provide a management plan with an agreed upon schedule.

“Bugs” (items that are not functioning as it was designed to) will be fixed at no cost (for 6 months). Fixing client-introduced bugs (alteration to code, misuse of content management, etc) is billed at the hourly rate.

We do not offer support for website hosting, email or other services relating to hosting.

Agency Terms:

Agency fees include all concepting, design, mechanical artwork, project management, traffic supervision, and all respective job administration.

Unless otherwise noted, two to three options will be presented as initial concepts. Estimate includes two rounds of revisions (prior to production) on only one of initial concept. Any subsequent collateral created using initial concept also includes two rounds of revisions (prior to production). Agency fees include all rights to the one final selected design. Rights for any alternative designs presented may be purchased from MCG for an additional fee.

Deliveries, shipping, rush charges, photography, installation, and other outside costs are additional. Printers reserve the right to print 10% above or below the quantity requested.



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For new clients, payment of first two implementation is due upon start. Remaining implementations billed upon completion of each. Project management will be billed incrementally. We reserve the right to progress bill if implementation timelines are particularly long. Website will be invoiced 1/2 upon start and the remaining 1/2 30 days prior to launch. Sales tax is additional and will be charged in accordance with the laws of North Carolina. All invoices past 30 days due will be subject to a 2% interest charge. Debtor is responsible for all attorney and/or collection fees should this account be placed for collections. Estimate in its entirety is void if not signed within 30 days. The above information is based on the initial specs/requirements and is subject to change.

Client

Date



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704-332-9918

APPENDIX

SEO YEAR 1 INVESTMENT

SEO Setup (2 months) Estimate

\$4,860

This includes the following SEO setup items below. However, ongoing SEO is recommended to see and maintain ranking improvements.

- Indexing & crawlability analysis
- Setup of website sitemap for search engines
- Image optimization
- Mobile site optimization (if applicable)
- Schema markup
- Page speed analysis and optimization
- Header tag optimization
- SEO friendly URLs
- Optimization of robots.txt & GoogleBot crawls
- Google My Business optimization (if needed)
- Local search optimization
- Keyphrase research & selection

Ongoing SEO (10 months) Estimate

\$11,000

Once we know more about your goals and monthly budget we can revisit the approach.

- Up to 50 keyphrases optimized
- 1 monthly content asset (1000 words)
- Monthly link building
- Monthly guest post with 20+ domain authority
- Monthly reporting



Centralina Council of Governments

Item 2



Board Agenda Item Cover Sheet

Board Meeting Date:	November 13, 2019	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Kelly Weston	Presentation Time:	N/A			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Alternate Contact:	Michelle Nance	Phone Number:	704-348-2709			
		Email:	mnance@centralina.org			
Submitting Department:	Gov. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
The Executive Board is asked to extend the authority the Board previously granted the CCOG Officers to approve a Regional Transit Plan consultant contract.						
Background & Basis of Recommendations:						
<p>CCOG, through its ongoing partnership with the Metropolitan Transit Commission, released a Request for Qualifications (RFQ) seeking Consultant Services for the development of a Regional Transit Plan and Implementation Strategies. Consultant responses and the interview process are expected to occur by early October with selection in mid-October. The value of the contract exceeds the \$200,000 threshold requiring Executive Board approval.</p> <p>A significant portion of the funding to support the Regional Transit Plan must be expended by June 30, 2020, as required by the NC Department of Transportation. At its September 11, 2019 meeting, the Executive Board authorized the CCOG Officers to approve the consultant contract, provided price negotiations were completed and funding availability was confirmed before November 6, 2019. If those provisions were not met by November 6, 2019, then the contract would be placed on the November 13, 2019 Executive Board agenda for approval. Recognizing that a final contract and all associated elements may not be ready in time for the November 13th agenda distribution, and that the Executive Board will not meet again until January, staff recommends extending the authority to CCOG officers akin to what was granted at the September meeting.</p>						
Requested Action / Recommendation:						
Motion extending the CCOG officers' authority to approve a Regional Transit Plan consultant contract, pending the completion of contract negotiations by December 30, 2019.						
Time Sensitivity: <i>(none or explain)</i>	As noted in background section above.					
Budget Impact: <i>(none or explain)</i>	None.					
Attachments: <i>(none or list)</i>	None.					



Centralina Council of Governments

Item 3



Board Agenda Item Cover Sheet

Board Meeting Date:	November 13, 2019	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Geraldine Gardner	Presentation Time:				
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	Ggardner@centralina.org			
Alternate Contact:	Kelly Weston	Phone Number:	704-348-2728			
		Email:	kweston@centralina.org			
Submitting Department:	Gov. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
The Executive Director presents the report on the first quarter FY20 accomplishments to the Executive Board for approval.						
Background & Basis of Recommendations:						
CCOG departments are in the process of implementing the FY20 workplan and this report captures actions taken during the first quarter of the year: July 1-September 30, 2019. The report includes a snapshot of progress on workplan goals using the rubric: completed, in progress and not started. In addition, the report highlights qualitative and quantitative metrics relative to the programs, projects and services of each department.						
Requested Action / Recommendation:						
Motion to accept the Quarterly Report for July 1, 2019 – September 30, 2019.						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	Quarterly Report (July 1, 2019-September 30, 2019)					



FIRST QUARTER SNAPSHOT: JULY 2019 - SEPTEMBER 2019

SUCCESS STORIES FOR THE REGION

PROVIDING SUPPORT TO TACKLE REGIONAL ISSUES

CCOG team supported the implementation of key regional initiatives designed to improve quality of life and expand opportunity, including:

- **Met major milestone in preparing for the Regional Transit Planning Process** – CCOG selected a consulting firm and secured over one million dollars in regional funding for the bi-state, 12 county regional transit planning initiative, impacting all CCOG counties, Cleveland County, and the urbanized portions of York and Lancaster counties in SC. Expect the project kick-off in 2nd Quarter.
- **Applied for funding to support disaster resilience from the Economic Development Administration (EDA)** – Funding will support regional coordination and support of disaster resilience planning and recovery. The proposal was an outcome of the Regional Resilience Roundtable held on September 10, 2019 with state and federal partners.
- **Led a statewide process to develop a proposal for the Medicaid Ombudsman Program** – Centralina Area Agency on Aging collaborated with the NC Association of Regional Councils of Government to bid on a state contract to administer the Medicaid Ombudsman Program.
- Conducted a **Rapid Response event** at CAP Yarns in Oakboro (Stanly County) in early August 2019 utilizing the **Centralina Virtual Career Event** platform to connect dislocated employees with area employers. Majority of the affected workers had new jobs prior to or right after plant closing.
- **Awarded \$34,827 to 4 area businesses with 74 employees to receive training through the UpSkill Centralina Grants.** The grant is intended to support business growth and success by increasing the skills of the existing workforce. Businesses include S&D Coffee (Cabarrus County), IOMAX USA (Iredell County), Trelleborg (Rowan County), and Charlotte Pipe and Foundry (Union County). We continue to seek out businesses with 5 or more employees that could utilize the funding or have barriers to growth because they need training.

PROVIDING CUTTING EDGE TRAINING AND CONTINUING EDUCATION

CCOG held over a dozen training and continuing education workshops during the quarter, including:

- **Planned and implemented the 2019 Charlotte Aviation Academy**, including seven education sessions between August 29 – October 1, 2019. The 2019 class included 10 local government elected officials and staff leaders as well as 9 community members and 8 private sector representatives from across the region.
- **Centralina AAA staff participated in over 20 health and information fairs and speaking events in 7 of our 9 counties reaching over 1,575 people.**
- Centralina AAA staff **provided ADA Training to 37 drivers in the Union County** Transportation Department.
- **Held Census 2020 Workshop** with regional stakeholders on July 25, 2019 to share information about the process and discuss opportunities for regional collaboration.



FIRST QUARTER SNAPSHOT: JULY 2019 - SEPTEMBER 2019

SUCCESS STORIES FOR OUR MEMBERS & STAKEHOLDERS

CCOG regularly works with our members and stakeholders to provide services to communities, businesses and individuals of all ages across the region.

PLANNING, TRANSPORTATION & COMMUNITY ENGAGEMENT

- Village of Marvin: Completed a community-wide survey and report for Marvin, Union County
- Rowan County: Finalized the Ruffy-Holmes Senior Center & Services Analysis
- Mecklenburg County: Completed an Open Streets 704 Placemaking Demonstration Project through a grant from the AETNA foundation

GOVERNMENT AFFAIRS & MEMBER ENGAGEMENT

- City of Statesville: Conducted an assessment center for the Police Department
- City of Statesville: Facilitated a leadership retreat for the city manager and department directors
- City of Albemarle: Worked with city manager to develop multi-stage FY21 budget retreat and council engagement process

COMMUNITY & ECONOMIC DEVELOPMENT

- City of Lincolnton: Expanded Code Enforcement Services
- Town of Midland: Consulted on grant and funding opportunities to support water infrastructure
- Mecklenburg County: Launched collaborative process to update the federally required HUD housing plan

CENTRALINA AREA AGENCY ON AGING

- Through the Ombudsman Program:
 - Conducted 375 visits to long-term care facilities including both adult care homes and nursing facilities in all 9 counties
 - Provided 208 technical assistance to staff of long-term care facilities
 - Provided 23 training sessions to both facilities and the community
 - Provided 311 instances of technical assistance to the public on long-term care issues

WORKFORCE DEVELOPMENT BOARD (WDB)

- Union County: The Centralina WDB meeting held on Tuesday August 13, 2019 featured Trent Turner, Chair of the Union County Chamber of Commerce Workforce Development Taskforce. Trent discussed the role of the taskforce, its objectives, and how they have established a Speaker's Bureau to address soft skills and career awareness gaps with the student pipeline. Comprised of 24 local business that will present to 2 pilot middle schools (Porter Ridge and Parkwood) at six different times in the 2019/2020 school year highlighting products produced locally, company culture and career positions and skills needed. Trent's presentation led to focused environmental scanning for Centralina WDB members on what their communities are doing to address the same issues as the Union County taskforce is dealing with.

FIRST QUARTER SNAPSHOT: JULY 2019 - SEPTEMBER 2019

NCWorks Career Center-Lincoln Staff Go the Extra Mile to Assist College Student

Jerdon Pressley stopped by the **NCWorks Career Center in Lincoln** early this summer on the advice of family members. Jerdon, a college student, wanted to know what Centralina WDB NextGen services could do for him since he resided outside of Lincoln County and he is currently a college student and in good standing with the school. He wasn't sure there was much NextGen could do for him.



After spending time and talking to Jerdon, **Blaine Claiborne**, NCWorks Centralina – Career Development Specialist, realized that what that Jerdon really was in search of help finding summer employment.

Blaine reached out to the NCWorks Career Center-Lincoln Leader Tony Simpson to see if he knew of any local companies looking to hire summer help. After making a few calls, Jerdon was referred to HTI, a local temporary agency who has a contract with the Bosch plant in Lincoln.

FY20 WORKPLAN PROGRESS

Throughout the first quarter of the fiscal year, CCOG departments made progress towards the realization of the FY20 workplan. The following table summarizes implementation progress from July-September.

	<i># Strategies Completed</i>	<i># Strategies In-Process</i>	<i># Strategies Not Started Yet</i>
Regional Planning Dept.	0	30	11
Workforce Development Board	3	9	3
Centralina Area Agency on Aging	4	18	0
Community & Economic Development Dept.	2	2	2
Gov. Affairs & Member Engagement	1	9	13
Administration & Finance	1	13	1



FIRST QUARTER SNAPSHOT: JULY 2019 - SEPTEMBER 2019

EVENT FORECAST:

The following events are scheduled for the second quarter: October – December, 2019. All events will be held at the CCOG offices unless otherwise noted.

- October 16, 2019 – Fall Prevention Awareness Expo in Huntersville. Exhibitors, speakers, and presentation about falls prevention, safety awareness and health and wellness.
- October 16, 2019 – Water & Wastewater Viability Workshop
- October 22, 2019 – Source Water Protection Model Workshop
- October 29, 2019 – Code Enforcement Minimum Housing Course

- November 1, 2019 – Annual Centralina Aging Conference to be held at the Friendship Missionary Baptist Church Conference Center.
- November 1, 2019 begins the launch of the new CMS three-year grant NC Pride in Care. Funded through civil money penalties, the grant focuses on training professionals working in long-term care.
- November 5, 2019 – Planning for Healthy Communities Conference
- November 7-8 and 14-15, 2019 – Living Healthy with Diabetes Lay Leader Certification Training to be held at the Centralina COG offices.
- November 12, 2019 – CCOG Grants Workshop
- November 19, 2019 – 9:30 AM Centralina WDB NextGen Council meeting — Rowan-Cabarrus Community College – South campus – Concord
- November 22, 2019 – Census 2020 Complete Count Committee Regional Roundtable
- November 22, 2019 – Centralina WDB Day of Giving throughout the region NCWorks Career Center staff members will be volunteering and assisting local community organizations.

- November/December 2019 – Anson County Land Use Plan Public Engagement
- December 10-12, 2019 – Crime Prevention Through Environmental Design, Three-Day Advanced Certification Workshop
- December 10, 2019 – 4:00 PM – Centralina WDB meeting Rowan-Cabarrus Community College – NC Research Campus – Kannapolis
- December 12, 2019 Annual Centralina – AAA Holiday event to be held at the Charlotte Museum of History for regional funded partners and subcontractors, volunteers, Senior Tar heel Legislators, Region F Aging Advisory Committee members and Community Advisory Committee members working with the Ombudsman Program in long-term care facilities.
- December 2019 – Regional Transit Plan Kick Off Briefing

- January 30-31, 2020 – NC Planning and Development Law Changes Impacting All Local Governments in the Region – Two Workshops

More information about upcoming events and registration information can be found on our website:

<https://centralina.org/calendar/>



Centralina Council of Governments

Item 4



**Executive Board Meeting Minutes
September 11, 2019**

Officers Present	Delegates Present	Delegates Not Present	Centralina Staff
Bobby Compton, Chairman Jay McCosh, Vice Chairman Jarvis Woodburn, Secretary <i>Via Phone</i> William Morgan, Treasurer	Deloris Chambers John Crump Larken Egleston Bill Feather Nick Walsh Ronnie Worley <i>Via Phone</i> Martha Sue Hall Gene Houpe Michael Johnson	Frank Aikmus Zach Almond Trevor Fuller Brent Moser Rich Permenter Lynn Shue Jim Watson	Geraldine Gardner Emily Hickok Jessica Hill Mike Manis Sherika Rich Denise Strosser Kelly Weston <i>Guests</i> Leslie Mazingo, Strategics Consulting

Call to Order

Chairman Bobby Compton, Town of Mooresville, called the meeting to order and noted that a quorum was present. He gave the invocation.

Amendments to the Agenda

There were no amendments to the agenda.

Council Member Larken Egleston, City of Charlotte, made a motion to adopt the agenda as presented. Mayor Bill Feather, Town of Granite Quarry, seconded the motion and it carried unanimously.

Consent Agenda

- 1. Amendment to the Operating Budget for Fiscal Year Ended June 30, 2019**
- 2. Approval of Contract for CommunityViz Model Maintenance Services**
- 3. Approval of Grant from Centers for Medicare & Medicaid Services**
- 4. Approval of CCOG Strategic Review Deliverables**
- 5. Approval of the June 12, 2019 Executive Board Meeting Minutes**

Mayor Pro Tem Martha Sue Hall, City of Albemarle, made a motion to approve the Consent Agenda. Commissioner Ronnie Worley, Gaston County, seconded the motion, and it carried on a vote of 12 in favor. Council Member Michael Johnson, City of Statesville, abstained from the vote.

6. Federal Relations Update

Leslie Mazingo, Strategics Consulting, presented the performance report of federal relations activities for July and August. She noted that members of the Executive Board and others had an excellent meeting with Congressman Ted Budd, adding that he requested a letter of recommendation from CCOG for the reauthorization of the Older Americans Act. She also noted that the organization will reach out to the new 9th District representative and asked if any Board Members with existing connections would be willing to make that introduction. She also noted that staff representatives from each of the region’s Congressional

offices attended the August 14th Board of Delegates meeting and indicated that they would like to attend again in the future. They also asked for more time to network with Delegates. She added that CCOG will host a grants workshop on Tuesday, November 12th and asked the Board Members to encourage grant writing staff in their communities to attend.

Council Member Egleston offered to facilitate a connection with Congressman-elect Dan Bishop.

Council Member Egleston made a motion to accept the Strategics Consulting performance report for July – August 2019. Secretary Jarvis Woodburn, Anson County, seconded the motion and it carried unanimously.

7. Discussion of Priorities for State Level Engagement

Kelly Weston, Clerk to the Board, explained that CCOG is expanding its state government advocacy and engagement activities and is seeking the Executive Board's direction on the role the organization should play in that effort. She noted that the N.C. Association of County Commissioners (NCACC), N.C. League of Municipalities (NCLM), N.C. Association of Regional Councils of Government (NCARCOG), and the Policy Group are involved in state government advocacy and are resources for information on state legislation impacting counties and municipalities. She added that CCOG would like to identify ways to continue partnering and coordinating with these organizations to avoid duplicating efforts. She gave examples of opportunities for CCOG's engagement, including developing a state advocacy agenda, monitoring legislation, responding to member requests on state issues, and attending meetings with state legislators.

Mayor Pro Tem Hall suggested that CCOG bring forward issues where members agree.

Council Member Johnson noted that NCARCOG focuses on issues that are not priorities for the Centralina region. He added that the Policy Group is informative but does not provide the kind of state advocacy CCOG needs. He also noted that there is an opportunity for lobbying state agencies such as the Department of Transportation and the Department of Environmental Quality. He suggested that the Executive Board consider hiring a state consultant on a limited basis.

Chairman Compton suggested that CCOG continue to partner with NCLM and NCACC.

Geraldine Gardner, Executive Director, inquired if the Executive Board Members' jurisdictions employed a state lobbyist or if they relied on the NCLM and NCACC, and if providing a lobbyist through CCOG would be a member benefit.

Secretary Woodburn noted that Anson County works directly with the NCACC. He added that CCOG needs to coordinate with the NCLM and NCACC to ensure alignment on issues.

Mayor John Crump, Town of Midland, noted that the town works with a lobbyist on specific issues.

Chairman Compton added that the Town of Mooresville uses NCLM as a state advocacy resource.

Commissioner Houpe noted that he was recently elected to represent District 12 on the NCACC Board of Directors. He added that it would be helpful to have someone in Raleigh to assist with building relationships with the state government.

Ms. Gardner summarized the Executive Board's comments, which included having a stronger voice to better serve the organization's interest, directing staff to look into working with a consultant, and directing that consultant to advocate for state funding. She advised that staff will provide the Executive Board with an update at its November meeting.

8. Regional Transit Consultant Contract Approval Authorization

Ms. Gardner explained that two weeks ago, CCOG submitted a Request for Qualifications for consultant services to assist with developing the Regional Transit Plan. She added that the overall contract value is approximately \$1.25 million. She noted that there are funding commitments from six different state and local sources, including Gaston-Cleveland-Lincoln Metropolitan Planning Organization, Cabarrus-Rowan Metropolitan Planning Organization, Charlotte Regional Transportation Planning Organization, Charlotte Area Transit System, and South Carolina Department of Transportation. She added that the North Carolina Department of Transportation has made a funding commitment that will be awarded in 2020. She explained that funding from three of these sources will expire if the funds are not spent or obligated by June 30, 2020. She further explained that securing a consultant and having them begin working is critical to the project. She noted that per CCOG bylaws, contracts over \$200,000 require Executive Board approval. Because staff would like to award the contract as soon as possible, the Executive Board is being asked to authorize the officers to approve the contract if staff is able to select the consultant and complete contract negotiations before November 6th. If staff is not at that stage by November 6th, the Executive Board will be asked to approve the contract at its November meeting.

Council Member Egleston made a motion authorizing the CCOG officers to approve a Regional Transit Plan consultant contract, pending the completion of contract negotiations by November 6, 2019. Commissioner Nick Walsh, Town of Huntersville, seconded the motion and it carried unanimously.

9. Regional Transit Ad Hoc Committee Formation

Ms. Gardner explained that staff is proposing that Chairman Compton establish an ad hoc committee composed of CCOG Delegates and other elected officials from member jurisdictions. The committee's purpose is to participate and advise in the Regional Transit Plan process. The Metropolitan Transit Commission will play a similar role, but the CCOG Board will ultimately approve the Regional Transit Plan once it is complete. The committee will provide updates to the Executive Board and Board of Delegates as needed. Staff is proposing that at the October 9th Board of Delegates meeting, Delegates caucus to elect their county's two representatives to the ad hoc committee. Chairman Compton will then have the opportunity to appoint nine additional members to the committee. The goal is for the committee to begin meeting in December 2019.

In response to a question from Council Member Egleston, Ms. Gardner noted that there will be an opportunity to provide Chairman Compton with recommendations of other elected officials outside of the Board of Delegates who can fill nine of the committee's seats. She added that the committee should have a good representation of CCOG Delegates since the Board will approve the Regional Transit Plan.

Chairman Compton noted that he would welcome the addition of any elected officials outside of the Board of Delegates who have expertise in transportation.

In response to a question from Mayor Feather, Ms. Gardner noted that recommendations to appoint representatives from the metropolitan planning organizations (MPOs) would be welcome. She added that there will also be a technical staff committee. She added that five MPOs are involved in the process.

Council Member Johnson noted that forming the ad hoc committee is a good idea, adding that improving the collaborative process is a great benefit.

10. Report on Board of Delegates Engagement Survey and Meeting Schedule

Ms. Gardner explained that at the last Executive Board meeting, staff asked the Board to assist with surveying the Board of Delegates to collect their input on meeting frequency, time, and content.

Chairman Compton presented a summary of the survey results. He noted that for most Delegates, the current meeting time is convenient, though some Delegates indicated they would be open to meeting earlier in the day, while others said an earlier time would pose a conflict with their work schedules. Most Delegates said the CCOG office is a suitable location, though there was a suggestion to consider holding meetings on the eastern side of Mecklenburg County periodically. Guest speakers and small group discussions are two elements Delegates suggested incorporating into the meeting format more frequently. Delegates indicated they enjoy networking and sharing information. Suggested topics for future meetings included CCOG services; rural issues; federal funding opportunities; funding for downtown revitalization, water and sewer, and economic development infrastructure; and additional information on the NC Radar Project.

Ms. Gardner explained that staff proposes changing the bylaws to move the annual report presentation from the first meeting of the calendar year to the last meeting of the calendar year. She noted that the move will allow staff to present the report closer to the end of the fiscal year covered in the report.

Mayor Feather made a motion recommending that the Board of Delegates approve the proposed amendment to Article VIII, Section A of the CCOG bylaws as presented. Commissioner Worley seconded the motion.

In response to a question from Council Member Egleston, Ms. Gardner explained that the annual report will not be ready in time to present at the August Board of Delegates meeting because audit information will not be completed at that time.

The motion carried unanimously.

Comments from the Executive Board and CCOG Staff

Mike Manis, Community and Economic Development Director, reported that CCOG hosted a well-attended workshop on disaster recovery and resiliency in which eight federal and state agencies, led by the U.S. Economic Development Administration shared information with local emergency management staff on the \$19 billion disaster recovery bill.

Comments from the Chair

Chairman Compton noted that the next Board of Delegates meeting will be held on October 9th at the CCOG office. He asked the Executive Board to encourage other Delegates to attend the meeting.

He reported that Aging Director Linda Miller is the Chair of the Southeastern Association of Area Agencies on Aging, which just finished its annual conference in Nashville. Several Aging staff members presented at the conference, including Debi Lee, Assistant Director of Aging Programs, Angel Vanover, Aging Specialist, and Elisa Gregorich, Aging Specialist.

He noted that the Annual Aging Conference will be held on Friday, November 1st at Missionary Baptist Church in Charlotte. He also noted that CCOG will host the Planning for Healthy Communities Conference on Tuesday, November 5th at the Gastonia Conference Center. He added that CCOG will host a grants workshop on Tuesday, November 12th at the CCOG office.

Comments from the Executive Director

Ms. Gardner noted that copies of the membership overview will be mailed to managers and elected officials in member governments. The brochure contains the new CCOG mission statement, FY20 workplan priorities, and the benefits of membership. She also noted that she has started sending a monthly briefing to managers. She added that during this fiscal year, she would like to give presentations first to each county and then to each municipality reporting on CCOG's impact. She further noted that she will give a presentation to the Kannapolis City Council on Monday, September 23rd to encourage them to consider rejoining CCOG. She also noted that the Centralina Foundation Board of Trustees will meet at 5:00 pm on October 9th prior to the Board of Delegates meeting that evening.

Adjournment

With no further business to be discussed, Chairman Compton adjourned the meeting at 7:24 p.m.



Centralina Council of Governments

Item 5



Board Agenda Item Cover Sheet

Board Meeting Date:	November 13, 2019	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Geraldine Gardner	Presentation Time:				
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	Ggardner@centralina.org			
Alternate Contact:	Kelly Weston	Phone Number:	704-348-2728			
		Email:	kweston@centralina.org			
Submitting Department:	Gov. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
The Executive Board will be introduced to the President and CEO of the Charlotte Regional Business Alliance, Janet LaBar and hear about her priorities for the organization.						
Background & Basis of Recommendations:						
Janet LaBar was appointed in May as the President and CEO of the Charlotte Regional Business Alliance (“Alliance”), which serves 15 counties, including the eight of the nine CCOG counties. With overlapping interests in workforce development and economic development, Ms. Gardner has met several times with Ms. LaBar and her staff to explore opportunities for collaboration. In July, Ms. Gardner was appointed to the Alliance Board of Trustees which is facilitating the ongoing exchange of information. The Alliance is an important partner for CCOG in realizing key regional priorities and maintaining strong public-private sector relationships.						
Requested Action / Recommendation:						
Receive as information and discuss opportunities for regional collaboration with the Charlotte Regional Business Alliance.						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	Janet LaBar Bio					

Janet LaBar Bio

A seasoned regional economic development leader with strong communications, strategy and operations skills, LaBar was selected to lead the Charlotte Regional Business Alliance following a four-month national search.

As President and CEO, LaBar is leading CLT Alliance in a new direction to ensure the Charlotte region is the most vibrant, innovative and healthy economy in the nation. Through collaboration, the CLT Alliance is advancing a region that creates economic opportunities and prosperity for all.

Prior to joining the Alliance team in April 2019, LaBar held the same position at Greater Portland Inc (GPI), a regional public-private partnership that markets the Greater Portland metropolitan and helps companies expand and relocate to the region.

Under her leadership, GPI assisted 31 company expansions or relocations, which will generate nearly 2,800 jobs and nearly \$153 million in income. LaBar led the planning process for Greater Portland 2020 — the region's five-year comprehensive economic development strategy. Focused on three core pillars of People, Business and Place, the plan is rooted in guiding principles of equity and advancement and has a goal of shared economic prosperity for all across the region.

LaBar started her economic development career in 2002 at the Center for Workforce Development at the Maricopa Community Colleges in Tempe, Arizona, where she managed research and communications for the district-wide Center. From there, LaBar spent a decade at the Greater Phoenix Economic Council (GPEC), serving in key positions including Senior Vice President of Strategic Integration, Senior Vice President of Marketing and Communications, and Director of Product Improvement. Her rise at GPEC topped as Chief Performance Officer, a role in which she oversaw day-to-day operations, organizational performance, strategic initiatives and action plans.

LaBar serves on the boards of Charlotte Center City Partners and Charlotte Sports Foundation and is a member of the Federal Reserve Bank's Charlotte Industrial Roundtable.

LaBar earned a bachelor's degree in communication arts from the University of West Florida and an MBA in marketing from the University of Phoenix.

She and her husband are proud parents to an older daughter and younger daughter/son twins.

Source: Charlotte Regional Business Alliance website



Centralina Council of Governments

Item 6



Board Agenda Item Cover Sheet

Board Meeting Date:	November 13, 2019	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Denise Strosser	Presentation Time (est.):	30 minutes			
Presenter at meeting:	Cherry Bekaert, LLP	Phone Number/Ext:	704-372-2416			
		Email:	dstrosser@centralina.org			
Alternate Contact Person:		Phone Number/Ext:				
		Email:				
Submitting Department:	Finance	Department Head Approval:				
Description of Agenda Item:						
Financial Statements and results of the financial audit for Fiscal Year Ending June 30, 2019:						
Background & Basis of Recommendations:						
Cherry Bekaert LLP was engaged and performed required audit work for the single audit(s) and financial audit of Centralina. Cherry Bekaert also assisted in review and preparation of the financial statement. Centralina staff worked diligently to prepare the financial statements and to provide all the necessary information and documentation. Dan Gougherty, senior manager, will make a presentation at the meeting and field any questions.						
Action / Recommendation:						
Motion to approve and accept the audit as presented.						
Time Sensitivity (none or explain):						
Budget Impact (if applicable):	None					
List of Attachments (if any):	FY2018-2019 Financial Statements					



Centralina Council of Governments

Item 7



Board Agenda Item Cover Sheet

Board Meeting Date:	November 13, 2019	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Kelly Weston	Presentation Time:	10 minutes			
Presenter at Meeting:	Leslie Mozingo	Phone Number:	(202) 255-576			
		Email:	leslie@strategics.consulting			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Gov. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>CCOG's federal relations consultant, Leslie Mozingo, will present an update on the organization's federal relations efforts, including a performance report on activities from September and October 2019.</p>						
Background & Basis of Recommendations:						
<p>Since 2015, the Executive Board has contracted with Strategics Consulting for federal relations consulting services. The Executive Board has requested that Ms. Mozingo present performance metrics reports at each of its meetings.</p>						
Requested Action / Recommendation:						
<p><i>I move to accept the Strategics Consulting Performance Report for September through October 2019.</i></p>						
Time Sensitivity: <i>(none or explain)</i>	None.					
Budget Impact: <i>(none or explain)</i>	None.					
Attachments: <i>(none or list)</i>	Strategics Performance Report: September – October 2019					



GOALS AND ACTIVITIES FOR STRATEGICS CONSULTING SEPTEMBER-OCTOBER REPORT

- 1. Build, maintain and enhance relationships with Members of Congress and the federal agencies**
 - Arranged for meeting with newly-elected U.S. Representative Dan Bishop (R-NC-9) for November 7th. Briefing call held October 31st to help attendees prepare for the meeting.
 - Submitted requests again and followed-up with calls to congressional offices remaining on list for meetings with Board delegates and CCOG management.
 - Met with new district director for U.S. Representative Ted Budd (R-NC-13) to provide an initial introduction on CCOG's regional priorities and federal advocacy initiatives.
 - Shared CCOG social media posts with congressional offices.

- 2. Develop advocacy strategies around the approved CCOG Federal Action Plan on regional priorities and implement in coordination with CCOG management.**
 - Scheduled and participated in conference call with CCOG experts and the legislative staff for North Carolina's U.S. Senators Richard Burr and Thom Tillis to discuss details of pending legislation to reauthorize the Older Americans Act (OAA).
 - Coordinated with CCOG management on email updates and communicated those to CCOG's congressional delegation on the organization's behalf regarding the OAA Reauthorization, which expired September 30th.
 - Wrote updates on Federal Action Plan activity for Capital Corner portion of CCOG newsletter.

- 3. Provide information and support related to federal grant opportunities in coordination with CCOG staff**
 - Updated Grants Forecast for the 1st quarter of the federal fiscal year and provided it to the organization on October 1st.
 - Prepared Grants Alerts with current open solicitations and sent those October 1st and October 18th, as well as separate alert on Transit Oriented Development Planning grant.
 - Provided advice to Mayor of Albemarle prior to City's trip to DC to advocate for competitive grant.
 - Tracked weekly lists of awards on firefighter grants.
 - Followed up with National Park Service to request debriefing on CCOG's unsuccessful competitive grant application for the Historic Restoration Subgrant Program.
 - Revised powerpoint presentation for November 12th Grants Workshop and discussed with CCOG management and staff.

- 4. Respond to trouble shooting requests from members and CCOG on federal issues**
 - Continued working on NC Radar Project, including multiple emails, scheduling and participating in conference call between CCOG Executive Director and an equipment manufacturer.
 - Provided points of contact in congressional offices for invites to local CCOG events.
 - Researched possibility of COGs handling CDBG disaster relief funding for the state and relayed information back to CCOG staff.

For more information, contact Leslie Mazingo at (202) 255-5760 or leslie@strategics.consulting.



Centralina Council of Governments

Item 8



Board Agenda Item Cover Sheet

Board Meeting Date:	November 13, 2019	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Geraldine Gardner	Presentation Time:	10 minutes			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Alternate Contact:	Kelly Weston	Phone Number:	704-348-2728			
		Email:	kweston@centralina.org			
Submitting Department:	Gov. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
The Executive Director will provide an update on progress towards coordinating with the NC Radar Project and seek the Executive Board's input on next steps.						
Background & Basis of Recommendations:						
In August, regional weatherman, Brad Panovich and emergency management professional, Kevin Hartman, presented information about the NC Radar Project to the Board of Delegates. The project is seeking to address insufficient Doppler radar coverage in the Piedmont area that includes the CCOG region, as well as, portions of Western Piedmont COG and the Piedmont Triad COG. Since the meeting, Ms. Gardner has been researching the issue further and speaking with counterparts at the Dallas, TX COG, which is facing a similar issue. Ms. Gardner will share information and seek input from the Board on potential next steps.						
Requested Action / Recommendation:						
Receive as information and provide feedback to the Executive Director on desired next steps.						
Time Sensitivity: <i>(none or explain)</i>	Feedback at this meeting will guide additional coordination activities in the second quarter of the fiscal year.					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	<ul style="list-style-type: none"> • NC Radar Project Memo to the Board • Collaborative Adaptive Sensing of the Atmosphere Executive Summary 					



To: CCOG Executive Board
From: Geraldine Gardner, Executive Director
Date: November 7, 2019
RE: NC Radar Project Update & Request for Input

Background:

At the August Board of Delegates meeting we received a briefing on the NC Radar project, which is an effort by a coalition of local weather forecasters and emergency management professionals in the Piedmont area to enhance our radar coverage. The issue of insufficient radar coverage in parts of the Centralina-Western Piedmont-Piedmont Triad COG areas has been known for some time. As a result of local advocacy, Congress did take action to recommend that the issue be studied by the National Weather Service/NOAA in 2018; however, no funds were set aside to add new radars. The result of the study was to lower the radar beam of the existing NWS station in Spartanburg, SC. The NC Radar project coalition believes that, while helpful, the beam lowering does not resolve the issue. Further, they recommend that the three COG areas pursue public-private partnership to add three C-Band radars— one in each COG region.

Current Status

Since the August board meeting, I have been in contact with fellow executive directors of the Western Piedmont and Piedmont Triad COGs to discuss opportunities to cooperate on the project. Multi-COG collaboration, while good on paper, may be challenging for governance, funding and operational infrastructure. The NC Radar project coalition is looking for leadership from the COGs to help move towards a realistic and timely solution to this issue. Suggestions have included asking the State Emergency Management to take on the project or set up a separate 501c3 non-profit.

With the help of Leslie Mazingo, I had a conference call with the CASA radar project representatives which led a very comparable project in the Dallas-Ft. Worth COG area (NCTCOG). I also spoke at length with the NCTCOG project lead, Amanda Everly, about their situation and experience with CASA, which stands for Collaborative Adaptive Sensing of Atmosphere. Insights from these conversations include:

- CASA is operated by the University of Massachusetts and funded by a range of federal grants, they consider their project as a “living lab” for severe weather; through their research they are constantly developing innovative solutions to better forecast severe weather and aid local emergency management.
- CASA can provide end to end project management solutions for a regional radar system – from securing the radars, to maintenance and developing the data applications that are valuable to local governments and emergency management.
- NCTCOG has a membership structure for local governments or private entities who want to opt-in to the CASA project – the membership gives them direct access to all of CASA’s data, emergency alerts and products including rainfall, hail, wind and storm predictors. CASA has even created custom products for the NCTCOG to forecast stream and river flow. See attached Executive Summary for fee structure.
- Membership fees go towards CASA’s annual fee for maintenance and tech support – approx. \$200,000. Local jurisdictions that host radar sites pay for electric/internet and get free access to the data.

- Since CASA donated the radars, the NCTCOG is locked into CASA as a provider.
- Private sector interest in investing into the CASA system has been weak. NCTCOG is responsible for managing public sector members and CASA is responsible for recruiting private sector members.

Options for Consideration and Feedback

1. COGs pursue advocacy with the NC Dept. of Emergency Management to this on as a state issue.
2. One COG or the three COG coalition partners with a third-party expert, such as CASA, to develop and operate the system.
3. COGs collaborate to set up a separate 501c3 nonprofit that would manage the project and contract directly with the radar companies.

Items for Guidance

- Leadership: Process to decide which option of the above is in the CCOG's best interest and how to coordinate with leadership at other Council of Governments on this decision.
- Timeline: With options 1 & 3, I have concerns regarding the time to do this and the appetite for state level investment.
- Procurement: With option 2, one COG would need to take the lead on procurement.
- Public ownership of radars vs. CASA Ownership: With option 2, I see an advantage in local ownership of the radars in order not to lock-in one provider and have flexibility to move to a state managed system. The NC Radar Project estimates that the preferred C-Band radars cost between \$1.0-1.5million dollars.
- Data access and availability: The NC Radar project coalition has expressed concerns that the radar data and CASA products are not available for free to private entities, i.e. weather stations; however, the NCTCOG argues that they needed the membership structure in order to generate the operational revenue to sustain the project. They are struggling with private sector membership.

Next Steps

We are attempting to organize a call with the NC Radar project coalition and other COG directors at the end of November to discuss next steps. The Executive Board's input on the above items prior to that call would be helpful in communicating our position.

CASA WX (COLLABORATIVE ADAPTIVE SENSING OF THE ATMOSPHERE)

Executive Summary

What is CASA WX?

CASA WX is a multi-sector partnership among academia, industry and government that is creating a new paradigm for weather observation based on low cost, densely spaced networks of X-band radars for improved warning and response.

Why is there a need for CASA WX?

Current National Weather Service (NWS) radar technology, most notably Next-Generation Radar (NEXRAD – currently in North Central Texas), does not provide coverage at the lower level of the atmosphere where the majority of severe weather takes place. CASA WX technology addresses this gap with a network of smaller, faster Doppler Dual Polar radars. This innovative network provides real-time, detailed mapping of events in the lower atmosphere that fall below conventional radar coverage – storms, winds, rain, hail, and the flow of airborne hazards. The comprehensive weather data and resulting enhanced prediction capabilities will allow leaders and decision makers in both the public and private sectors to make more informed weather-related decision relating to daily activities. Impacts could affect school closing, emergency response staging, damage reporting, citizen warnings, air traffic control, transportation asset protection, and numerous other weather based actions.

Comparison NEXRAD vs. CASA WX

	CASA WX	NEXRAD
Low-Level Sensing	Coverage Below 32,000 ft.	30% Coverage Below 32,000 ft.
Data Granularity	1-2.5 Football Fields	10-40 Football Fields
Update Rate	1 Minute	5 Minutes
Radar Scanning Strategies	Smart Scans, Optimized Each Minute	Autonomous 360 Degree Scans, Changed Manually

Low Level Sensing: Allows for detection of actual weather patterns at lower level of the atmosphere where severe weather reaching ground level occurs. This will provide for a more accurate reading of what the storms are doing. The belief is that it will increase lead time for warning by approximately 10 minutes. In some cases, it may actually provide an additional lead time of 20 minutes.

Data Granularity: An analogy of this concept can be described as a classroom setting; a room with tables and chairs. With the NEXRAD radar, the entire classroom would show up as one pixel on the radar. With the CASA WX system, each table would be a pixel. This enhanced data granularity will provide a clearer picture of the details of a storm to include actual hook echo formation, size of hail, etc.

Update Rate: CASA WX radars are able to complete a full scan and return results within 1 minute. Current systems take at least 5 minutes and in some cases longer. The magnitude, size, and direction of a storm can be significantly different in a 5 minute span.

Radar Scanning Strategies: The smart scan technology of the CASA WX radar allows the radar to sense the storm and focus the radar scan on the storm versus scanning a full 360 degree area, regardless of the absence of additional storm areas.

Additional Benefits to CASA WX Radar System

Fine Scale Rainfall Rates: Rainfall will be detected at every 800 ft. within the atmosphere. A test program is being implemented in Fort Worth in low-lying areas. New flood-gauges are being installed that will utilize data from the rainfall information from CASA WX to help predict flash flooding events.

Winter Weather (Research Stage): With the CASA WX system, it is believed that detection of winter weather precipitation will be detectable to the exact type of precipitation and the probability of it reaching ground-level.

Hybrid Warnings: Utilizing CASA WX and NEXRAD together will allow for very specific weather warnings, decreasing the amount of false alarms, thereby decreasing citizen complacency. It is thought that this hybrid approach will be able to warn closer to neighborhood levels, versus wide path of current polygons.

Current Status of North Central Texas Implementation

At the completion of this project, there will be 20 CASA WX radars installed in North Central Texas. The first five radars are installed at: University of Texas – Arlington; UNT Discovery Park; Town of Addison; City of Midlothian; and Johnson County. The City of Fort Worth will install a radar in the fall of 2015 and two more radars will be installed in 2016.

The next two possible radars locations are being researched at this time.

The remaining 12 radars will cover the NCTCOG region.

Next Steps: Jurisdiction Participation & Funding

A multi-sector cost share approach has been taken with this system.

- CASA WX pays for first 8 radars (~\$3.5 million)
- Local “Host” cities pay for network and electricity (UNT, UTA, Addison, etc.)
- Public-Private partnership pays for operations costs - \$600K annually
 - DFW stakeholders (local jurisdictions)
 - NWS and other federal agencies
 - Third party data providers (WeatherBug, Weather Tap, etc.)
 - Grants

A cost share is required from jurisdictions wanting to participate and receive CASA WX weather data. The cost structure estimated is based on population (see tables below). This amount may decrease as additional private partners are brought on board and additional jurisdictions agree to participate in the program. This is the first network of its kind in the United States for the CASA WX system. The Region has committed to a 5 year pilot program with the intent to maintain the system for long-term use.

Municipal Population Cost Structure – Annually

Population	Cost	Population	Cost	Population	Cost	Population	Cost
0-999	\$500	15,000-29,999	\$3,000	80,000-119,999	\$10,000	250,000-399,999	\$25,000
1,000-4,999	\$1,000	30,000-49,999	\$5,000	120,000-169,999	\$15,000	400,000-749,999	\$30,000
5,000-14,999	\$2,000	50,000-79,999	\$7,500	170,000-249,999	\$20,000	750,000-1 Million +	\$35,000

*Independent School Districts use the same cost structure based on ISD student population.

County & Special District Cost Structure – Annually

Type	Cost	Type	Cost	Type	Cost
Rural County	\$3,000	Urban County	\$10,000	Special Districts	\$15,000

Additional information regarding the CASA WX project can be found at www.nctcog.org/casawx.



Centralina Council of Governments

Item 9



Board Agenda Item Cover Sheet

Board Meeting Date:	November 13, 2019	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Kelly Weston	Presentation Time:	10 minutes			
Presenter at Meeting:	Kelly Weston	Phone Number:	704-348-2728			
		Email:	kweston@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Gov. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>Each year, the Executive Board forms a three-member Nominating Committee to select a slate of officers to serve on the Executive Board. The Board of Delegates will hold elections for these officers at its February 13, 2019 annual meeting.</p>						
Background & Basis of Recommendations:						
<p>Article IX, Section B of the CCOG bylaws states:</p> <p><i>The Executive Board, prior to the Council meeting each year at which elections are to be held, shall appoint a Nominating Committee of three (3) delegates. At the Council's meeting each year at which the elections are to be held, and prior to the election of officers by the Council at that meeting, the Nominating Committee shall submit to the Council the names of proposed officers. Nominations from the floor may be made. The person receiving the highest number of votes cast for each office shall be deemed elected.</i></p> <p>The Nominating Committee will present its proposed slate of nominees for the offices of Chair, Vice Chair, Secretary, and Treasurer to the Board of Delegates at its annual meeting on February 12, 2020.</p>						
Requested Action / Recommendation:						
<p><i>Receive as information and make recommendations for Executive Board members who can serve on Nominating Committee.</i></p>						
Time Sensitivity: <i>(none or explain)</i>	The Nominating Committee must be formed and select and a slate of officers prior to the January 8, 2020 Executive Board meeting.					
Budget Impact: <i>(none or explain)</i>	None.					
Attachments: <i>(none or list)</i>	None.					



Centralina Council of Governments

**No attachments for Items 10 and 11.
Presentations to be made during meeting.**