

Chair Bobby Compton will convene a meeting of the Centralina Executive Board **on Wednesday, June 8, 2022 at 5:00 pm**. The meeting will be held via Zoom.

Time	Item	Presenter
5:00 p.m.	Executive Board Meeting Call to Order	Bobby Compton
	Roll Call	
	Moment of Silence	
	Amendments to the Agenda (if any)	
<p>Consent Items: Consent agenda items may be considered in one motion and without discussion except for those items removed by a Board Member.</p>		
5:10 p.m. Item 1 <i>Pages 6 - 11</i>	<p>Approval of Strategics Consulting Contract Renewal The Executive Board is asked to consider renewing the contract with Strategics Consulting for lobbying and federal relations consulting services.</p> <p>Action/Recommendation: <i>Motion to approve the Strategics Consulting services proposal and fee and enter into a contract for the period of July 1, 2022 through June 30, 2025.</i></p>	Leslie Mozingo
Item 2 <i>Pages 13 - 26</i>	<p>Approval of NC Association of Regional Councils of Governments Contract for American Rescue Plan Act Support Services The Executive Board is asked to approve the subaward agreement between Centralina Regional Council and the NC Association of Regional Councils of Government (NCARCOG) in the amount of \$593,750 to support services to local government related to the American Rescue Plan Act (ARPA).</p> <p>Action/Recommendation: <i>Motion to approve the subaward agreement between Centralina Regional Council and the NCARCOG in the amount of \$593,750 to support services to local government related to the American Rescue Plan Act.</i></p>	Geraldine Gardner
Item 3 <i>Pages 28 - 40</i>	<p>Approval of NC Association of Regional Councils of Governments Contract for Disaster Recovery Support Services The Executive Board is asked to approve the subaward agreement between Centralina Regional Council and the NC Association of Regional Councils of Government (NCARCOG) in the amount of \$475,000 to support services to local government related to Disaster Recovery and Resilience.</p> <p>Action/Recommendation: <i>Motion to approve the subaward agreement between Centralina Regional Council and the NCARCOG in the amount of \$475,000 to support services to local government related disaster recovery and resilience.</i></p>	Geraldine Gardner

Time	Item	Presenter
<p>Item 4 <i>Pages 42 - 58</i></p>	<p>Approval of UNC Asheville Subaward Agreement The Executive Board is being asked to approve receipt of \$241,471 in grant funds from the University of NC Asheville Center for Health and Wellness for the 2022 Empowering Communities to Deliver and Sustain Evidence-Based Chronic Disease Self-Management Education Programs.</p> <p>Action/Recommendation: <i>Motion to approve the ACL grant funds from the UNC Asheville NC Center for Health and Wellness to the Centralina Area Agency on Aging for grant approved activities for a total of \$241,471.</i></p>	<p>Linda Miller</p>
<p>Item 5 <i>Pages 60 - 77</i></p>	<p>Approval of Green & Healthy Homes Initiative Agreement Executive Board is asked to authorize the Executive Director to enter into an agreement with Green & Healthy Homes Initiative (GHHI) to provide home-based healthy housing education, in-home environmental assessment, and home remediation of healthy housing issues as needed to address falls.</p> <p>Action/Recommendation: <i>Motion to approve authorize the Executive Director to enter into an agreement with Green & Healthy Homes Initiative (GHHI) to administer home-based falls prevention services.</i></p>	<p>Linda Miller</p>
<p>Item 6 <i>Pages 79 - 91</i></p>	<p>Approval of Premiere Communications Contract The Executive Board is asked to approve the Equipment as a Service (EaaS) agreement between Centralina Regional Council and Premiere Communications and Consulting to provide audio visual equipment at the new office space.</p> <p>Action/Recommendation: <i>Motion to approve the Equipment as a Service agreement between Centralina Regional Council and Premiere Communications and Consulting.</i></p>	<p>Geraldine Gardner</p>
<p>Item 7 <i>Pages 93 - 95</i></p>	<p>FY22 Budget Amendment The Executive Board is asked to review and approve the amendments to FY 2022 operating and grants budgets.</p> <p>Action/Recommendation: <i>Motion to approve amendments to the operating and grants budgets for FY 2022.</i></p>	<p>Denise Strosser</p>

Time	Item	Presenter
Item 8 Pages 97 - 98	Finance Committee Authorization The Executive Board is asked to delegate to the Finance Committee the authority to approve the final amendments to the FY 2022 operating and grant budgets. Action/Recommendation: <i>Motion authorizing the Finance Committee to approve the final FY 2022 budget amendments for the annual operating grants budgets on behalf of the Executive Board on or prior to June 30, 2022.</i>	Denise Strosser
Item 9 Pages 100 - 102	Approval of the April 13, 2022 Executive Board Meeting Minutes The minutes from the April 13, 2022 meeting have been distributed to all members of the Executive Board and should be approved if correct. Action/Recommendation: <i>Motion to approve the April 13, 2022 Executive Board meeting minutes.</i>	Bobby Compton
Regular Business Items:		
5:15 p.m. Item 10 10 minutes Pages 104 - 105	FY23 Compensation Recommendations The Executive Board is asked to review and approve the annual proposal for staff salary adjustments for FY23. Action/Recommendation: <i>Motion to approve the FY23 compensation approach which includes a 5% across the board increase with a minimum increase for eligible employees and a reserve pool of \$169,000 to implement recommendations from the Pay & Classification Study.</i>	Geraldine Gardner
5:25 p.m. Item 11 10 minutes Pages 107 - 110	Federal Relations Update Leslie Mozingo, Strategics Consulting, will present an update on Centralina's federal relations efforts, including a performance report of activities for April through May 2022 and an annual report of activities for the past year from July 2021 through June 2022. Action/Recommendation: <i>Motion to accept the Strategics Consulting performance report for April through May 2022 and the Federal Relations Annual Report for July 2021 through June 2022.</i>	Leslie Mozingo



Executive Board Meeting Agenda

Wednesday, June 8, 2022
Zoom Meeting
Join by computer
<https://us06web.zoom.us/j/85090782784>
Join by phone: Dial +1 929 436 2866 and enter
Meeting ID: 850 9078 2784

Time	Item	Presenter
5:35 p.m. Item 12 15 minutes <i>Pages 112 - 114</i>	Strategic Plan Briefing Centralina will provide the Executive Board with an update on the strategic planning process, including vision statement options, refined core values and goals for the next three-year period. Executive Board members are asked to review the attached Strategic Plan Draft Framework which will be reviewed at the meeting. Action/Recommendation: <i>Receive as information and provide feedback as requested during the meeting.</i>	Geraldine Gardner
5:50 p.m. 5 minutes	Comments from the Board of Delegates and Centralina Staff	Board Members and Staff
5:55 p.m. 5 minutes	Comments from the Executive Director	Geraldine Gardner
6:00 p.m. 5 minutes	Comments from the Chair	Bobby Compton
6:05 p.m. 5 minutes	Adjournment	Bobby Compton

Centralina Regional Council complies with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of disability. Centralina Regional Council will make reasonable accommodations in all programs/services to enable participation by an individual with a disability who meets essential eligibility requirements. Centralina Regional Council's 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.



CENTRALINA

REGIONAL COUNCIL

Item 1



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2022	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Kelly Weston	Presentation Time:	5 minutes, if needed			
Presenter at Meeting:	Leslie Mazingo	Phone Number:	202-255-5760			
		Email:	leslie@strategics.consulting			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Government Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>The Executive Board is asked to consider renewing the contract with Strategics Consulting for lobbying and federal relations consulting services.</p>						
Background & Basis of Recommendations:						
<p>Strategics Consulting (Strategics) has provided Centralina and its members with valuable lobbying and federal relations consulting services since 2015. Leslie Mazingo has been a vital resource to Centralina in developing its Congressional relationships and federal agenda, especially over the last year. She brings over 30 years of experience and strong relationships in both Washington, DC and North Carolina.</p> <p>Strategics is requesting an increase in its fee to bring the Centralina contract into the range of industry standards for local government contracts. Currently, this fee is \$4,500 per month (\$54,000 per year) and the firm is proposing raising the amount to \$5,000 per month (\$60,000 per year). This fee is guaranteed for three years from July 2022 through June 2025, to be revisited only if the scope of work changes. It is notable that this fee is all-inclusive and does not include any expenses such as travel to Charlotte for Centralina Board meetings or to Washington, DC for Centralina business. All other terms of the contract remain the same and the agreement may be terminated at any time with 60 days' notice.</p>						
Requested Action / Recommendation:						
<p>Motion to approve the Strategics Consulting services proposal and fee and enter into a contract for the period of July 1, 2022 through June 30, 2025.</p>						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	<ul style="list-style-type: none"> • Cover Letter from Strategics Consulting • Strategics Consulting Services FY23-25 Contract Draft • Strategics Services Proposal: July 2022 – June 2025 					

May 24, 2022

Mrs. Geraldine Gardner
Executive Director
Centralina Regional Council
9815 David Taylor Drive, Suite 100
Charlotte, NC 28262

Dear Mrs. Gardner:

Thank you for allowing the Strategics Consulting team to provide federal advocacy and government relations services to Centralina Regional Council. We believe Centralina's position as a regional leader and trusted resource with federal decision makers continues to strengthen and have attached an annual report highlighting several examples that illustrate this over the last year. We also believe Centralina will continue to be well-positioned for many accomplishments to come. We are proud of our partnership with you and wish to continue it, so I am writing to request that Centralina Regional Council renew its contract with Strategics Consulting.

As you know, until 2020 Strategics had not raised Centralina's rates since the beginning of its contract in 2015. At the time, Centralina was paying \$42,000/year, which was well below industry standards that typically range from \$60,000 - \$200,000 annually for local government contracts. In 2020, Strategics requested a gradual COLA that would bring Centralina closer to what is normally charged for federal advocacy work comparable to Centralina's. We were extremely grateful for the last two increases that brought the contract to \$48,000/year for 2020-2021 and then to \$54,000/year for 2021-2022, and are requesting under the renewal that Centralina consider an increase to \$60,000 annually. This rate will be guaranteed for three years, from July 2022 through June 2025, to be revisited only if the scope of work changes. All other terms would remain the same, meaning expenses are included and the agreement may be terminated at any time with 60 days' notice.

Thank you in advance for your time and consideration of this request and, hopefully, for the opportunity to continue working for Centralina Regional Council.

Respectfully,



Leslie C. Mozingo
Owner and CEO



Consulting Services Agreement – EXHIBIT E

Additional Statement of Work

Federal Relations Consulting Services (the “Project”)

This Statement of Work (this “SOW”), dated as of the 1st day of July, 2022 (the “Effective Date”), is by and between between CENTRALINA COUNCIL OF GOVERNMENTS, d.b.a Centralina Regional Council, 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 (“Centralina”), and STRATEGICS CONSULTING, LLC, an NC corporation, and having a principal place of business at 4315 Woodbourne Drive, Clemmons, NC 27012 (“Consultant”), pursuant to which Consultant will provide to Centralina the services described in this SOW (the “Services”). Centralina 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 Appendix E-1, if any, or other items expressly permitted by the Agreement.

SOW As of Date: July 1, 2022	Consultant: Strategics Consulting, LLC
Centralina’s Project Manager: Geraldine Gardner	Consultant’s Project Manager: Leslie Mozingo
Email: ggardner@centralina.org	Email: leslie@strategics.consulting
Telephone No.: 704-351-7130	Telephone No.: 202-255-5760
Work Plan	
<u>Nature and Objectives of Services to be Provided by Consultant:</u> See Appendix E-1: Services Proposal.	
<u>Time Schedule and Task Plan for Performance of Services by Consultant:</u> The time of performance shall be from July 1, 2022 through June 30, 2025.	
<u>Consultant Project Roles and Resources to be Provided by Consultant:</u> As specified in the attached Exhibit E-1: Services Proposal.	
Deliverables (including technical specifications and completion/acceptance criteria)	Due Dates
See Appendix E-1: Services Proposal.	See Appendix E-1: Services Proposal.
Period of Performance, Terms of Payment and Ceiling Amount	
This Statement of Work is effective from the Effective Date above through June 30, 2025. 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 Centralina’s Finance Director. Fees will be \$5,000 per month.	
Consultant’s invoices shall be delivered to the attention of Centralina Accounts Payable with a copy to the Project Manager listed above, by email to finance@centralina.org . 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 at execution of the agreement for 50% of the contract amount and 50% upon completion of deliverables defined in the Work Plan] and payable by Centralina within 45 days of invoice. The amount due to Consultant pursuant to this Statement of Work may not exceed the limit set above unless proper written justification has been submitted to the Centralina Project Manager and approved by a Centralina 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. (Centralina 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.

[Signatures on following page.]

Consulting Services Agreement: Statement 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 REGIONAL COUNCIL

STRATEGICS CONSULTNG, LLC

By: _____

By: _____

Name: Geraldine Gardner

Name: Leslie Mozingo

Title: Executive Director

Title: Owner and CEO

Date: _____

Date: _____

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

Denise Strosser, Centralina's Finance Officer

"This instrument has been approved as to form as required by Centralina Policy."



SERVICES PROPOSAL

July 2022 – June 2025

Strategics Consulting will continue to provide federal relations consulting services to advance Centralina Regional Council's priorities as follows:

- **Congressional & Federal Agency Relationship-building & lobbying:**
 - Coach Executive Board and elected officials to promote active engagement and build stronger relationships with the congressional delegation and federal agencies making funding decisions;
 - Advance staff-to-staff relationships;
 - Recommend key federal contacts;
 - Develop briefing materials and talking points;
 - Create tailored strategies for making federal contacts;
 - Provide federal advocacy advice continuously through regularly scheduled calls with ED; and,
 - Contact federal officials, including Centralina's elected Congressional Delegation and their staff, federal agencies' appointees and staff and the Administration, in collaboration with Centralina Regional Council and on the organization's behalf.
 - Schedule meetings and phone calls with federal officials, develop the strategy to be taken, and prepare Centralina's elected officials and representatives;
 - Participate in meetings with federal officials and staff and provide necessary follow-up; and,
 - Communicate directly with NC Congressional Delegation in collaboration with Centralina and on the Centralina's behalf.
- **Federal Funding:**
 - Notify Centralina on grant opportunities, as well White House initiatives and federal agency announcements;
 - Outline congressional legislative activity that results in new grants forthcoming;
 - Review federal grant applications to make them more competitive; and,
 - Garner congressional support for grant applications.
- **Status reports and performance monitoring:**
 - Provide written, biweekly reports to Centralina management on the status of key assignments;
 - Provide an update to the Executive Board at its regular meetings, including written report on Strategics Consulting Performance Metrics adopted by the Executive Board; and,
 - Meet with department leaders to update Federal Action Plan for Centralina priorities.
- **Other services on request:**
 - Attend local meetings and events as requested; and,
 - Serve as a resource to the organization and its members.

FEES FOR SERVICES

- July 1, 2022 – June 30, 2025: \$5,000 per month / Net 45 / \$60,000 total annually.
- No expenses.
- Termination by either party with 60 days' notice in writing.



CENTRALINA

REGIONAL COUNCIL

Item 2



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2022	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Geraldine Gardner	Presentation Time:	5 minutes, if needed			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Alternate Contact:		Phone Number:				
		Email:				
Submitting Department:	Administration	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>Executive Board is asked to approve the subaward agreement between Centralina Regional Council and the NC Association of Regional Councils of Government (NCARCOG) in the amount of \$593,750 to support services to local government related to the American Rescue Plan Act (ARPA).</p>						
Background & Basis of Recommendations:						
<p>Centralina is one of 16 Councils of Government in the state and a member of the state COG association, NCARCOG. As part of its legislative advocacy, the Association received a \$10 million dollar appropriation from the NC General Assembly to support local governments in the planning and administration of local fiscal recovery funds from the ARPA. The NCARCOG has entered into a subaward agreement with the NC Pandemic Recovery Office and is simultaneously entering into a subaward agreement with Centralina to provide ARPA support services in Region F. The term of the contract is through October 1, 2026, although the majority of the services are expected to be delivered by December 31, 2024. Centralina's scope of work under the subaward is provided under Attachment A of the accompanying agreement.</p>						
Requested Action / Recommendation:						
<p>Motion to approve the subaward agreement between Centralina Regional Council and the NCARCOG in the amount of \$593,750 to support services to local government related to the American Rescue Plan Act.</p>						
Time Sensitivity: <i>(none or explain)</i>	Approval is needed prior to the end of the fiscal year.					
Budget Impact: <i>(none or explain)</i>	Centralina will receive up to \$593,750 under this subaward.					
Attachments: <i>(none or list)</i>	Subaward agreement					

AGREEMENT BETWEEN THE
NORTH CAROLINA ASSOCIATION OF REGIONAL COUNCILS OF GOVERNMENTS AND
THE CENTRALINA REGIONAL COUNCIL
FOR THE PROVISION OF LOCAL GOVERNMENT ASSISTANCE REGARDING THE
AMERICAN RESCUE PLAN ACT FUNDS
FEBRUARY 1, 2022 – OCTOBER 1, 2026

This AGREEMENT, entered into effective this the 1st day of February, 2022 by and between Centralina Council of Government d/b/a Centralina Regional Council (hereinafter referred to as the "Council") and the North Carolina Association of Regional Council Directors d/b/a the North Carolina Association of Regional Councils of Governments (hereinafter referred to as the "NCARCOG"); WITNESSETH THAT:

WHEREAS, the NCARCOG is an association of regional councils of governments that serve 16 regions in the state of North Carolina in accordance with N.C. General Statutes 160A, Article 20, Part 2 and 153A, Article 19;

WHEREAS, the State of North Carolina received appropriations from the Coronavirus Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act (ARPA) to support local response to and recovery from the COVID-19 coronavirus pandemic;

WHEREAS, the North Carolina General Assembly appropriated \$10 million of the State's Coronavirus Local Fiscal Recovery Fund to the NCARCOG for its members to provide guidance and technical assistance to local governments regarding the administration of funds from the Local Fiscal Recovery Fund as established in Section 2.6 of 22 S.L. 2021-25;

WHEREAS, the NCARCOG is governed by a board comprised of member council executive directors, requiring a mitigation strategy for the potential conflict of interest created by the structure of the appropriation;

WHEREAS, the North Carolina Pandemic Recovery Office ("NCPRO") has entered into a subaward agreement with NCARCOG regarding the scope of the guidance and technical assistance offered to local governments and it is subject to specific terms and conditions applicable to a subrecipient of federal funding;

WHEREAS, the Council, through this agreement, is a sub-subrecipient of the NCARCOG and agrees to provide the technical assistance described herein to local governments within its designated region in North Carolina;

WHEREAS, the Council desires to cooperate with the NCARCOG in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes, as defined as the provision of services as described in Attachment A, which is herein

made a part of this agreement; and

WHEREAS, the Council is a sub-subrecipient of the NCARCOG and is therefore subject any applicable state and federal laws and regulations.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Council shall provide the activities outlined in Attachment A Scope of Services. During the period of this Agreement, the Council will furnish the necessary trained personnel to carry out the services described herein.
2. **Time of Performance.** The Council may begin services outlined in Attachment A after February 1, 2022. The NCARCOG may not reimburse or otherwise compensate the Council for any expenditures incurred or services provided prior to February 1, 2022. The Council shall ensure that all services required herein be completed and all required reports and documents submitted by October 1, 2026. It is anticipated most activities will be completed by December 31, 2024.
3. **Oversight by NCPRO.** To mitigate the risk of the potential conflict of interest caused by the appropriation to NCCARCOG through to member councils, the NCPRO office will provide monitoring and oversight to both the NCCARCOG and the Council in the administration of the Agreement.
4. **Reports and Documentation.** The Council shall provide documentation and reports to the NCARCOG and NCPRO using the approved forms which contain the required information to satisfy any requirements imposed by the state or federal governments. Common forms shall be created by the NCARCOG for the performance and financial reports. The forms shall include quarterly information and year to date information. The Council shall report on intended outcomes and performance measures, based on the scope of work described in Attachment A and required performance metrics described in Attachment C.
 - a. The Council shall submit the necessary performance and financial reports no later than 30 days following the close of the quarter according to the following schedule:
 - i. *Initial Report: February 1 to June 30 (2022 only)*
 - ii. Quarter 1: July 1 to September 30
 - iii. Quarter 2: October 1 to December 31
 - iv. Quarter 3: January 1 to March 30
 - v. Quarter 4: April 1 to June 30
 - vi. An annual report shall be due in lieu of the 4th quarter report.
 - b. A committee of the NCARCOG Board of Directors shall review reports to identify performance concerns and communicate those concerns to the Council.
 - c. NCPRO staff shall review reports to identify performance concerns and communicate those concerns to the NCARCOG Executive Director and to the Council.

5. **Compensation and Reimbursement.** The NCARCOG will reimburse the Council an amount not to exceed \$593,750 (five hundred ninety-three thousand seven hundred and fifty dollars) for the satisfactory performance of all services related to administration of the project including all work as defined in Attachment A, Scope of Services.
 - a. Council is required to adhere to all requirements related to the American Rescue Plan Act State and Local Fiscal Recovery Funds; the final rule issued by U.S. Treasury, including but not limited to compliance with Uniform Guidance 2 CFR, Part 200; and all requirements set forth by the North Carolina Office of Pandemic Recovery as part of its agreement with NCARCOG, which are included as Attachment C.
 - b. Council shall keep an accurate record of expenditures related to this agreement and Attachment A, Scope of Services, which will serve as the basis for the amount charged to the NCARCOG. Upon review and approval of required documentation as outlined in Section 2b, the NCARCOG will reimburse the Council quarterly for eligible expenditures outlined in Attachment B Budget. It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified in Section 3 without prior approval of both parties.
 - c. The NCACOG shall only reimburse the Council for documented expenditures incurred during the Time of Performance.
 - d. The NCARCOG contract administrator shall be responsible for monitoring Council performance quarterly and approving reimbursement requests for processing and payment by the NCARCOG Treasurer.
 - e. NCARCOG shall process reimbursement requests within 30 days of approval by the NCARCOG contract administrator, unless there is a delay in NCARCOG receiving funds from the State of North Carolina.

6. **Financial Management:** The Council shall account for funds associated with this agreement separate from other Council funds. Creating separate accounts or accounting funds (special revenue funds, grant project ordinances, etc.) is not required. The Council must maintain a financial management system and financial records and administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as adopted by the Department of Treasury at 2 CFR Part 1000. If not already in place, the Council shall adopt such additional financial management procedures as may from time to time be prescribed by the NCARCOG if required by applicable laws, regulations or guidelines from its federal and state government funding sources. The Council shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

7. **Improper Payments.** Any item of expenditure by the Council under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the NCARCOG, NCPRO, the Department of Treasury, or other federal instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Council, shall become the Council's liability, to be

- paid by Council from funds other than those provided by the NCARCOG under this Agreement or any other agreements between the NCARCOG and the Council. This provision shall survive the expiration or termination of this Agreement.
8. **Modifications.** Parties may propose modifications at any time and shall be confirmed only through the written agreement of both parties. The Council shall propose modifications to Attachment A Scope of Services when there is a material change to the services performed under the agreement. The Council shall propose modifications to Attachment B Budget when there is an anticipated change of more than 10% within and between budget line items.
 9. **Termination of Agreement .** If, for any reason, the Council shall fail to fulfill in a timely and proper manner its obligations under this agreement, or violate any of the covenants, conditions, or stipulations of this agreement, the NCARCOG shall thereupon have the right to terminate this agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this agreement shall, at the option of the NCARCOG, become its property, and the Council shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed. The Council may terminate the agreement by giving 30 days notice to NCARCOG.
 10. **Interest of Members, Officers, or Employees of the Council, Members of the NCARCOG, or Other Public Officials.** No member, officer, or employee of the Council or its agents and no member of the governing body of the NCARCOG who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Council shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
 11. **Monitoring.** The NCPRO shall monitor, and the NCARCOG shall evaluate and provide guidance and direction to the Council in the conduct of Approved Activities performed under this Agreement. The NCPRO and NCARCOG must determine whether the Council has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements. NCPRO shall monitor the activities of the Council to ensure that the Council has met such requirements. The NCPRO and NCARCOG may require the Council to take corrective action if deficiencies are found. The Council shall permit the NCPRO to carry out monitoring and the NCARCOG to carry out evaluation activities and the Council agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring

and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

12. **Access to Records and Record Retainage.** The Council shall grant access by the NCARCOG, the state, the applicable federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Council which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for five years after the NCARCOG makes final payments and all other pending matters are closed, or longer if required by federal terms and conditions of the state's federal award.
13. **Indemnification.** The Council agrees to indemnify and hold harmless the NCARCOG, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Council in connection with the performance of this Agreement to the extent permitted by law.
14. **Compliance with Subaward Agreement and Applicable Laws.** The Council shall perform all activities funded by this Agreement in accordance with this Agreement, the subaward agreement between the NCARCOG and the NCPRO (See Appendix C), and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements.
15. **Authority.** This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing this grant, including the following:
 - a. Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
 - b. Implementing Regulation. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, May 17, 2021), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
 - c. Guidance. Applicable guidance documents issued by the Department of Treasury, including Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.
16. **Federal Grant Administration Requirements.** The Council must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as adopted by the Department of Treasury at 2 CFR Part 1000. These requirements control how the Council may administer this grant and how the NCARCOG and NCPRO must oversee the Council.
17. **Federal Procurement Requirements.** The Council must have and use documented procurement procedures, consistent with state, local, and tribal laws and regulations and

the standards of 2 CFR 200.318 for the acquisition of property or services required under this Agreement. The Council's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:

- a. All procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; (4) or after solicitation of a number of sources, competition is determined inadequate.
- b. The Council must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- c. The Council must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR 200.318(c). Council must disclose in writing to the NCARCOG any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
- d. The Council must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- e. Council must "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

18. **Federal Restrictions on Lobbying.** Council must comply with the restrictions on lobbying set forth in 31 CFR Part 21. Pursuant to this regulation, the Council may not use any federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Council must certify in writing that the Council has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

19. **Equal Opportunity Requirements.**

- a. Civil Rights Laws. Council must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- b. Fair Housing Laws. Council must comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination

in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

- c. Disability Protections. Council must comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - d. Age Discrimination. Council must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
 - e. Americans with Disabilities Act. Council must comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
20. **Suspension and Debarment.** Council must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) at 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Council represents that neither it, nor any of its principals has been debarred, suspended, or determined ineligible to participate in federal assistance awards or contracts. Council further agrees that it will notify the NCARCOG immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.
21. **Federal Funding Accountability and Transparency Act of 2006.** Council must provide the NCARCOG with all information requested by the NCARCOG to enable the NCARCOG to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).
22. **Publications and External Communications.** Any publications or communications materials produced with funds from this Agreement must display the following language: “This project [is being] [was] supported, in whole or in part, by the American Rescue Plan State and Local Fiscal Relief Funds.”
23. **E-Verify.** Pursuant to G.S. 143-133.3, the Council and the Council’s contractors must comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the Council and the NCARCOG have executed this Agreement as of the date first above written.

NCARCOG:

CENTRALINA COUNCIL OF GOVERNMENTS

By: _____
Executive Director

By: _____
Executive Director

NCARCOG:

CENTRALINA COUNCIL OF GOVERNMENTS

By: _____
Board Chair

By: _____
Board Chair

ATTACHMENT A
SCOPE OF SERVICES
FOR THE PROVISION OF LOCAL GOVERNMENT ASSISTANCE REGARDING
THE AMERICAN RESCUE PLAN ACT FUNDS
FEBRUARY 1, 2022 – OCTOBER 1, 2026

The following outlines the scope of services to be provided by the Centralina Council of Government d/b/a Centralina Regional Council (hereinafter referred to as the "Council") ("Council") to local governments in its region. In its agreement with the State of North Carolina, NCARCOG agreed to three goals to guide the services to be provided statewide. The Council is required to align specific activities or services under these goals; however, it is not required to provide services or activities under each goal.

<p>Goal 1: Assist local governments in effectively planning for COVID-19 recovery and SLFRF fund implementation</p> <p><i>Type of activities included under this goal:</i></p> <ul style="list-style-type: none"> • All planning support (whether for ARPA or supplanted funds) to local governments • Support for setting up a local government for implementation (spending plan/budget ordinances, policies/procedures, reporting, etc.) • All communications and outreach activities to individual local governments or across the region related to ARPA 		
<i>Council Activities</i>	<i>Duration or Timeline</i>	<i>Proposed Performance Metrics</i>
Develop and lead the ARPA Peer Consortium Group to provide assistance with effective planning	February 1, 2022 – October 30, 2022	Number of communities and number of staff participating; number of budget or grant project ordinances approved
Provide one on one advising to local governments on ARPA planning and SLFRF fund implementation	February 1, 2022 – December 31, 2023	Number of communities engaged
Develop materials, tool kits and other resources for distribution to aid in effective and strategic SLFRF planning and implementation	February 1, 2022 – June 30, 2025	Number of unique materials created; distribution reach of materials
Conduct ongoing outreach to local governments regarding SLFRF implementation including reporting notification, information from NCPRO and other state agencies, etc.	February 1, 2022 – June 30, 2025	Number and frequency of outreach activities; number of communities engaged

Goal 2: Provide technical assistance to local governments, including but not limited to project management, monitoring, reporting, grant writing, financial management, toolkits and/or strategies for implementation.

Type of activities under this goal:

- All one-on-one TA or support services to a local government (project management, monitoring, reporting, grant writing, financial management, toolkits and/or strategies for implementation)

<i>Council Activities</i>	<i>Duration or Timeline</i>	<i>Proposed Performance Metrics</i>
Provide monitoring and reporting services to ARPA Peer Consortium member	February 1, 2022 – October 1, 2026	Number of communities engaged.
Provide other ARPA technical assistance to local governments upon request	February 1, 2022 – October 1, 2026	Number of communities engaged.
Provide grant strategy, research services and grant information to local governments	February 1, 2022 – October 1, 2026	Number and frequency of grant updates provided; number of unique grant strategy or research requests fulfilled; number of grants supported and outcomes of application

Goal 3: Convene local government administrators, elected officials and other stakeholders to collaborate on regional recovery and effective SLFRF implementation.

Type of activities under this goal:

- Actual meetings, convenings at the group or regional scale, i.e. Board, regional manager groups, etc.
- All regional scale collaboration and convening activities, not one on one support to local governments

<i>Council Activities</i>	<i>Duration or Timeline</i>	<i>Proposed Performance Metrics</i>
Provide regular updates on ARPA at Regional Managers Meetings	February 1, 2022 – October 1, 2026	Number of updates provided; total participants at each meeting
Provide regular updates on ARPA to Centralina Board	February 1, 2022 – October 1, 2026	Number of updates provided; total participants at each meeting

Performance Metrics Requirements:

To aid in Association reporting to NCPRO, the Council acknowledges that the required regular performance reports on their proposed performance metrics will include both quantitative and qualitative dimensions as follows:

- Frequency of activity, engagement, or service offered
- Number of individuals and/or local governments engaged, participated, or offered
- Outcome or Impact: qualitative description of the outcome or impact of the activity or service where applicable and appropriate.

NCARCOG reserves the right to modify or change required performance metrics at any time.

Council Responsibilities in Delivering the Scope of Services

The list below outlines additional program management responsibilities expected of the Council by NCARCOG. The Council shall:

1. Set up and maintain files and records in accordance with requirement set forth in the Agreement and in keeping with all federal and state requirements.
2. Designate a staff point of contact for the administration of the scope of services and coordination with NCARCOG Executive Director/Contract Administrator and ARPA Committee or Staff Working Group
3. Actively participate with NCARCOG in engaging federal, state and local officials on ARPA activities.
4. Upon request of NCARCOG or NCPRO, actively communicate any updates or changes to state or federal policy, regulation or practice related to the Coronavirus State and Local Fiscal Recovery Funds to local governments in their region.

ATTACHMENT B
PROJECT BUDGET FRAMEWORK
FEBRUARY 1, 2022 – OCTOBER 1, 2026

Object Class Categories	Proposed Budget
Personnel	\$400,528
Fringe Benefits	
Travel	\$1,000
Equipment	
Supplies	
Contractual	\$50,000
Construction	
Other	\$1,000
<i>Total Direct</i>	
Indirect Charges	\$141,225
TOTAL	\$593,750

Provide a clear budget justification that identifies how funds in each line item of the budget will be utilized to support the proposed scope of services. Explain the proposed use of any amounts budgeted for "Equipment," "Contractual," or "Other."

Funding will be used to support personnel in several departments as they implement the scope of work. Positions may include, but are not limited to:

- Government Affairs and Member Engagement Coordinators
- Assistant Director for Community Economic Development
- Senior Community Economic Development Coordinator
- Marketing and Communications Manager
- Executive Director

Travel funds set aside for milage reimbursement for in-person visit to member communities for ARPA technical assistance work.

Under contractual services, Centralina is hosting a Lead for NC Fellow in 2022-2023 who will be focused on ARPA and their stipend will be paid from this line item.

Provide detail on your current indirect cost rate based on your current Indirect Cost Rate Agreement that your organization has with its cognizant Federal agency.

FY2022 indirect rate agreement with the Department of interior is 50.58%. We are currently in negotiations with the Department of Interior and the projected rate is expected to be 35.91%.

ATTACHMENT C
FEDERAL AWARD IDENTIFICATION.

This Agreement constitutes a subaward of federal funds, the details of which are provided below pursuant to 2 CFR 200.332(a)(1):

Subrecipient name:	Centralina Council of Government d/b/a Centralina Regional Council
Subrecipient's unique entity identifier:	SAM UEI: QRAZJX4AGXJ3 DUNS: 121688311
Federal Award Identification Number (FAIN):	SLFRP0129
Federal Award Date:	May 18, 2021
Subaward and Budget Period of Performance Start Date:	February 1, 2022
Subaward and Budget Period of Performance End Date:	Funds obligated by December 31, 2024; Funds expended by October 1, 2026
Amount of Federal Funds Obligated to the subrecipient by this action:	\$593,750.00
Total Amount of Federal Funds Obligated to the subrecipient by NCARCOG:	\$593,750.00
Total Amount of the Federal Award Committed to the subrecipient by NCARCOG:	\$593,750.00
Federal award project description :	Revenue replacement used to provide government services: Provides funds for guidance and technical assistance to localities.
Federal awarding agency:	US Department of the Treasury
Federal recipient:	State of North Carolina, Office of State Budget and Management/NCPRO
Subawarding agency:	North Carolina Association of Regional Council Directors d/b/a North Carolina Association of Regional Councils of Government (NCARCOG)
Subawarding agency contact information:	Lane Bailey 505 Hagen Ct Salisbury, NC 28144 (704) 798-8221 lbailey@ncarcog.com
Assistance listings number and title:	21.027 Coronavirus State and Local Fiscal Recovery Funds
Research and development:	No



CENTRALINA

REGIONAL COUNCIL

Item 3



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2022	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Geraldine Gardner	Presentation Time:	5 minutes, if needed			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Alternate Contact:		Phone Number:				
		Email:				
Submitting Department:	Administration	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>Executive Board is asked to approve the subaward agreement between Centralina Regional Council and the NC Association of Regional Councils of Government (NCARCOG) in the amount of \$475,000 to support services to local government related to Disaster Recovery and Resilience.</p>						
Background & Basis of Recommendations:						
<p>Centralina is one of sixteen Councils of Government in the state and a member of the state COG association, NCARCOG. As part of its legislative advocacy, the Association received a \$6 million dollar appropriation from the NC General Assembly to support local governments in the planning and administration of local disaster recovery funds and resilience planning. The NCARCOG has entered into a subaward agreement with the NC Office of State Budget and Management and is simultaneously entering into a subaward agreement with Centralina to provide services in Region F. The term of the contract is through June 30, 2023. In addition to providing services in our region, Centralina is taking on a state-wide coordination role under the grant in support of the Association. Centralina's scope of work under the subaward is provided under Attachment A of the accompanying draft agreement. Agreement is in draft form as the Association is seeking a state budget amendment to extend the period of performance to June 30, 2024.</p>						
Requested Action / Recommendation:						
<p>Motion to approve the subaward agreement between Centralina Regional Council and the NCARCOG in the amount of \$475,000 to support services to local government related disaster recovery and resilience.</p>						
Time Sensitivity: <i>(none or explain)</i>	Approval is needed prior to the start of the fiscal year.					
Budget Impact: <i>(none or explain)</i>	Centralina will receive up to \$475,000 under this subaward.					
Attachments: <i>(none or list)</i>	Draft subaward agreement					

AGREEMENT BETWEEN THE
NORTH CAROLINA ASSOCIATION OF REGIONAL COUNCILS OF GOVERNMENTS AND
THE CENTRALINA REGIONAL COUNCIL
FOR THE PROVISION OF LOCAL GOVERNMENT TECHNICAL ASSISTANCE REGARDING
DISASTER RECOVERY
JULY 1, 2022 – JUNE 30, 2023

This AGREEMENT, entered into effective this the 1st day of July, 2022 by and between the Centralina Council of Government d/b/a Centralina Regional Council (hereinafter referred to as the "Council") and the North Carolina Association of Regional Council Directors d/b/a the North Carolina Association of Regional Councils of Governments (hereinafter referred to as the "NCARCOG"); WITNESSETH THAT:

WHEREAS, the NCARCOG is an association of regional councils of governments that serve 16 regions in the state of North Carolina in accordance with N.C. General Statutes 160A, Article 20, Part 2 and 153A, Article 19;

WHEREAS, the State of North Carolina received a \$6 million dollar appropriation from the North Carolina General Assembly in Session Law 2021-180c to support local governments effectively manage disaster recovery funding and build capacity to effectively recover from disasters;

WHEREAS, the NCARCOG is governed by a board comprised of member council executive directors, requiring a mitigation strategy for the potential conflict of interest created by the structure of the appropriation;

WHEREAS, the North Carolina Office of State Budget and Management ("OSBM") has entered into a subaward agreement with NCARCOG regarding the scope of the guidance and technical assistance offered to local governments and it is subject to specific terms and conditions;

WHEREAS, the Council, through this agreement, is a sub-recipient of the NCARCOG and agrees to provide the technical assistance described herein to local governments within its designated region in North Carolina;

WHEREAS, the Council desires to cooperate with the NCARCOG in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes, as defined as the provision of services as described in Attachment A, which is herein made a part of this agreement; and

WHEREAS, the Council is a sub-subrecipient of the NCARCOG and is therefore subject any applicable state and federal laws and regulations.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Council shall provide the activities outlined in Attachment A Scope of Services. During the period of this Agreement, the Council will furnish the necessary trained personnel to carry out the services described herein.
2. **Time of Performance.** The Council may begin services outlined in Attachment A after July 1, 2022. The NCARCOG may not reimburse or otherwise compensate the Council for any expenditures incurred or services provided prior to July 1, 2022. The Council shall ensure that all services required herein be completed by June 30, 2023.
3. **Reports and Documentation.** The Council shall provide documentation and reports to the NCARCOG using the approved forms which contain the required information to satisfy any requirements imposed by the state government. Common forms shall be created by the NCARCOG for the performance and financial reports. The forms shall include quarterly information and year to date information.
 - a. The Council shall submit a monthly performance report electronically within five (5) business days of the close of the month that provides a descriptive summary of the activities undertaken in the month and intended outcomes and performance measures, based on the scope of work described in Attachment A.
 - b. The Council shall submit a quarterly financial report no later than fifteen (15) days following the end of the quarter that includes the following:
 - i. Total expenses by category in Attachment B Project Budget for both grant projects.
 - ii. Period ending balance of the funding disbursed pursuant to this agreement.
 - iii. A descriptive summary of the activities undertaken in the month and intended outcomes and performance measures, based on the scope of work described in Attachment A.
 - a. The Council shall submit a final close out report with a complete record of accomplishments, performance on the scope of work and final expenditures within 45 days of days of the end of the agreement.
 - b. A committee of the NCARCOG Board of Directors shall review reports to identify performance concerns and communicate those concerns to the Council.
4. **Compensation and Reimbursement.** The NCARCOG may reimburse the Council an amount not to exceed \$475,000 for the satisfactory performance of all services related to administration of the project including all work as defined in Attachment A as follows:
 - a. Project Management and Statewide Coordination for Disaster Recovery Financial Administration Training Development: up to \$150,000
 - b. Disaster Recovery Financial Administration Training Deployment: reimbursement up to \$31,250.
 - c. Regional Recovery Capacity Grants: reimbursement up to \$293,750.

Council shall keep an accurate record of expenditures related to this agreement and Attachment A, Scope of Services, which will serve as the basis for the amount charged to the NCARCOG. Upon review and approval of required documentation as outlined in Section 2b, the NCARCOG will reimburse the Council quarterly for eligible expenditures outlined in Attachment B Budget, subject to available funds. It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified in Section 4 and Attachment B. The NCARCOG shall only reimburse the Council for documented and eligible expenditures incurred during the Time of Performance. The NCARCOG contract administrator shall be responsible for monitoring Council performance monthly and approving reimbursement requests for processing and payment by the NCARCOG Treasurer. NCARCOG shall process reimbursement requests within 30 days of approval by the NCARCOG contract administrator, unless there is a delay in NCARCOG receiving funds from the State of North Carolina.

5. **Financial Management:** The Council agrees that funds paid through this contract shall be accounted for in a separate bank account and utilize a fund accounting structure within the Council's central accounting and grant management system which clearly tracks detailed grant related financial transactions. The Council agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Agreement shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Agreement. If eligible, the Council and all sub-recipient shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.
6. **Improper Payments.** Any item of expenditure by the Council under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the NCARCOG or the State to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Council, shall become the Council's liability, to be paid by Council from funds other than those provided by the NCARCOG under this Agreement or any other agreements between the NCARCOG and the Council. This provision shall survive the expiration or termination of this Agreement.
7. **Modifications.** Parties may propose modifications at any time and shall be confirmed only through the written agreement of both parties. The Council shall propose modifications to Attachment A Scope of Services when there is a material change to the services performed under the agreement. The Council shall propose modifications to Attachment B Budget when there is an anticipated change of more than 10% within and between budget line items.

8. **Termination of Agreement.** If, for any reason, the Council shall fail to fulfill in a timely and proper manner its obligations under this agreement, or violate any of the covenants, conditions, or stipulations of this agreement, the NCARCOG shall thereupon have the right to terminate this agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this agreement shall, at the option of the NCARCOG, become its property, and the Council shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed. The Council may terminate the agreement by giving 30 days notice to NCARCOG.
9. **Interest of Members, Officers, or Employees of the Council, Members of the NCARCOG, or Other Public Officials.** No member, officer, or employee of the Council or its agents and no member of the governing body of the NCARCOG who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Council shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
10. **Monitoring.** The NCARCOG shall monitor, evaluate and provide guidance and direction to the Council in the conduct of Scope of Work of approved activities performed under this Agreement. The NCARCOG must determine whether the Council has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements. The NCARCOG shall monitor the activities of the Council to ensure that the Council has met such requirements. The NCARCOG may require the Council to take corrective action if deficiencies are found. The Council shall permit the NCARCOG to carry out monitoring and evaluation activities and the Council agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
11. **Access to Records and Record Retainage.** In accordance with N.C. Gen. Stat. §§ 143C-6-23(c)(8), (g), and N.C. Gen. Stat. § 147-64.7, the staff from the North Carolina Office of State Auditor, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records, including audit work papers in the

possession of any Council's auditors, relating to the Agreement during the term of the Agreement and within two (2) years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for damages arising from the Agreement or subgrant agreements. The Council shall store and maintain the original files related to this Agreement and accounting records for the grant funds pursuant to the Council's document retention policies or six years from the closeout of the last disaster recovery project identified in the Scope of Work and Project Budget, whichever is later.

12. **Indemnification.** The Council agrees to indemnify and hold harmless the NCARCOG, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Council in connection with the performance of this Agreement to the extent permitted by law.
13. **Compliance with Subaward Agreement and Applicable Laws.** The Council shall remain independent and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The Council represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the OSBM. The Council shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Council acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Council further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-sub-recipients, the Council shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the NCARCOG.

14. **Grant Administration Requirements.** The Council must comply with N.C.G.S. 143C-6-22, Use of State funds by non-State entities and N.C.G.S. 143C-6-23, State grant funds: administration; oversight and reporting requirements. These requirements control how the Council may administer this grant and how the NCARCOG and OSBM must oversee the Council.
15. **Suspension and Debarment.** Council must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) at 2 CFR Part 180, as adopted by the U.S. Department of Treasury at

31 CFR Part 19. The Council represents that neither it, nor any of its principals has been debarred, suspended, or determined ineligible to participate in federal assistance awards or contracts. Council further agrees that it will notify the NCARCOG immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

16. **Advertising.** The Council agrees not to use the existence of this contract, the name of the AGENCY, the or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the NCARCOG and the OSBM.
17. **E-Verify.** Pursuant to G.S. 143-133.3, the Council and the Council's contractors must comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the Council and the NCARCOG have executed this Agreement as of the date first above written.

NCARCOG:

CENTRALINA REGIONAL COUNCIL
(COUNCIL)

By: _____
Executive Director

By: _____
Executive Director

NCARCOG:

CENTRALINA REGIONAL COUNCIL
(COUNCIL)

By: _____
Board Chair

By: _____
Board Chair

DRAFT

ATTACHMENT A
SCOPE OF SERVICES
JULY 1, 2022 – JUNE 30, 2023

There are two elements of the scope of services to be provided by the Centralina Regional Council (hereinafter referred to as the "Council") to local governments in its region under this grant. The scope and associated terms and conditions are outlined below.

PROJECT MANAGEMENT AND STATEWIDE COORDINATION FOR DISASTER RECOVERY FINANCIAL ADMINISTRATION TRAINING DEVELOPMENT
The Council shall provide personnel to support the NCARCOG with developing disaster recovery financial administration training and coordinating with other Councils of Government.
(1) Lead statewide coordination activities related to the Disaster Recovery Financial Administration training.
(2) Coordinate with NCARCOG on the procurement process to secure a vendor for the Disaster Recovery Financial Administration.
(3) Facilitate coordination between the training vendor and the 15 Councils of Government on the development of regional training modules.
(4) Lead coordination with state agencies, NCDPS, NCORR, OSBM and others to ensure training meets state objectives and legislative intent.
(5) Support NCARCOG in monitoring the performance of the Councils of Government in the Disaster Recovery Financial Administration training deployment.

DISASTER RECOVERY FINANCIAL ADMINISTRATION TRAINING DEPLOYMENT
The Council shall provide personnel to support the NCARCOG with deploying disaster recovery financial administration training in the region.
(1) Participate in statewide coordination activities related to the Disaster Recovery Financial Administration training, including but not limited to consulting with the state-wide training vendor on the development of customized training modules for the Council’s region.
(2) Participate in the Disaster Recovery Financial Administration “train the trainer” Training in order to independently deliver the training to local government units in the region.
(3) Host and lead at least one regional training session by June 30, 2023.
(4) Manage regional communication, technical assistance and other supportive services related to the Disaster Recovery Financial Administration training.

REGIONAL RECOVERY CAPACITY GRANT. The Council may receive additional subgrant funding to build regional capacity, provide guidance and technical assistance to units of local government (ULG) in administering local disaster recovery funds. The following are examples of eligible capacity grant scope of work options that meet the legislative intent and could be customized to the needs of each COG region:
<ul style="list-style-type: none"> • Implement and coordinate FEMA Hazard Mitigation Plans (HMP) within the region. • Conduct a regional FEMA Threat and Hazard Identification and Risk Assessment

(THIRA) and Stakeholder Preparedness Review (SPR) analysis of threats, hazards, and core capabilities.

- Prepare and scope a FEMA annual competitive grant program application (BRIC, Flood Hazard, etc.).
- Provide support for other National Disaster Recovery Framework (NDRF), activities that local government leaders should pursue pre- and post-disaster as they lead long-term disaster recovery.
- Support the development of innovative regional disaster recovery and mitigation measures that may serve as opportunities for current and future disaster recovery fund and federal and state grant options.
- Training specific to needs of local governments in the region, which are directly related to the administration of local disaster recovery funds.
- Hiring of contractors or time limited staff who are experienced in disaster grants management, FEMA Public Assistance grant management and related disaster recovery tasks which can be assigned to assist ULGs in managing existing disaster grants or future grants associated with declared disaster events impacting the ULGs.

The Council's proposed Regional Recovery Capacity Grant scope of work is outlined as follows:

The Council's scope of work builds upon the Centralina EDD US EDA funded Disaster Grant Regional Resilience Collaborative program (RRC) and supports the Comprehensive Economic Development Strategy (CEDS) update resilience components. The proposed scope of work activities is vital to shaping the recovery system capacity, planning and ULGs ability to implement resilience measures in the 9-county region. The RRC 9-county Emergency Management leaders have identified via the RRC program the need for greater assessment and understanding about the threats, hazards, and core capabilities of the region in order to identify which FEMA related recovery options best support the recovery needs of the region. The need for enhanced stakeholder preparedness, education, communication, and formalized partnerships is seen as an advantageous next step for the Centralina region. In addition, there is a great need for technical assistance support as county and city Emergency Management departments have limited staffing and are addressing multiple disaster and emergency response needs throughout each day. This limits their ability to meet competitive FEMA and state grant deadlines and address the writing, research and preparation requirements of these disaster recovery grant opportunities that may be beneficial to the Centralina region.

The scope of work for the recovery capacity grant is directly informed by the 9-county Emergency Management leads and their recovery plan partners to ensure it represents the on the ground needs of the ULGs in the Centralina region. The performance of the Council staff and the selected technical assistance consultant will be evaluated by the nature and extent of participation of Emergency Management partners and ULGs throughout the period of performance, the completion of the scope activities in a timely manner, the completion of project deliverables and the approval of deliverables by the 9-county Emergency Management leads as a component of long-term regional recovery plans. For the Centralina region an additional measure of performance is the continuation of the RRC due to the successful

implementation of the NCARCOG recovery capacity grant activities and deliverables.

Regional Recovery Capacity Grant Eligibility Tests

Eligibility of the Council to receive state grant funds authorized under this Agreement is determined by the following legislative intent compliance tests. The Council’s response to the tests noted in the table below have been reviewed and approved as part of this agreement by the NCARCOG.

<p>1. <i>Will the proposed capacity grant scope of work support local governments (ULGs) within the member COG’s region administer local disaster recovery funds it has already received or will better prepare the ULGs to administer future local disaster recovery funds?</i></p>
<p>Working in partnership with ULGs the Council scope of works directly with the 9-county Emergency Management leads, county, city and community leaders and recovery capacity building stakeholders to ensure existing local recovery funds and future recovery funds improve the recovery timeframe and resiliency components of the community. The 9-counties in the region have experienced different levels of disaster exposure due to Hurricane Michael and Florence and continue to experience state and local disaster declarations that will benefit from a shared recovery capacity systems approach. The scope of work recognizes that the Emergency Management departments own the recovery plan document however the recovery plan actions are overseen and implemented by ULGs, working in partnership with community leaders, non-profits, businesses, residents and public and private entities. The recovery capacity scope of work directly supports the ULGs build their recovery capacity system and supports their Emergency Management department to be better prepared to address the next disaster event.</p>
<p>2. <i>Will any staff or contractors hired using the grant funds directly or indirectly help ULGs administer local disaster recovery funds (existing grants or future grants)?</i></p>
<p>The Council staff working with a subject matter expert Emergency Management technical assistance contractor will use the grant funds to ensure that the ULGs directly working with Hurricane Michael and Florence recovery funds and other state, and local disaster declaration recovery funds results in the implementation of local recovery capacity building needs to bolster their communities from future disaster events. The Council will also work directly with ULGs that are not currently administering local recovery funds to ensure that when the next disaster event happens, they are better prepared to administer future recovery funds and implement recovery capacity initiatives in the 9-county region. The grant funds will directly focus on the ULGs need to address disaster recover capacity at a system level that recognizes the relationship between financial, planning, implementation and education for all agency, community, and individual recovery capacity partners.</p>
<p>3. <i>Does the proposed scope of work directly or indirectly support ULGs employees in administering local disaster recovery funds and/or prepare them on how to effectively administer local disaster recovery funds the ULG may receive in the future?</i></p>
<p>The Council scope of work directly works with ULGs employees in the Emergency Management department and partners directly with with county and city leaders to build a</p>

recovery capacity system that includes the Finance, Public Health, Social Services, Public Works, Planning and Police departments as well as others, to better understand how they are directly part of the recovery capacity system. It empowers the communication and recovery project planning and implementation identified by the Emergency Management department by working directly with ULGs to implement recovery plan components related to the FEMA recovery process and in support of the NDRF recovery support functions. By building the recovery plan bridge between Emergency Management and local government leaders the efficiency and ability to administer recovery funds and recovery activities now and in the future is expedited via a comprehensive recovery capacity system thinking versus a disaster event response activity.

Performance Metrics Requirements:

To aid in NCARCOG reporting to OSBM, the Council acknowledges that the required monthly performance reports shall include but are not limited to the following:

- Frequency of training and total participants
- Frequency of ULG engagement and communication about training offering
- Evaluation report on training (standard evaluation form to be provided)
- Customized performance metrics for the Disaster Recovery grant as proposed above.

NCARCOG reserves the right to modify or change required performance metrics at any time.

Council Responsibilities in Delivering the Scope of Services

The list below outlines additional program management responsibilities expected of the Council by NCARCOG. The Council shall:

1. Set up and maintain files and records in accordance with requirement set forth in the Agreement and in keeping with all federal and state requirements.
2. Designate a staff point of contact for the administration of the scope of services and coordination with NCARCOG Executive Director/Contract Administrator and Staff Working Group.
3. Actively participate with NCARCOG in engaging federal, state and local officials on grant related activities.
4. Upon request of NCARCOG, actively communicate any updates or changes to state or federal policy, regulation or practice related to Disaster Recovery Funds to local governments in their region.

ATTACHMENT B
PROJECT BUDGET FRAMEWORK
JULY 1, 2022 – JUNE 30, 2023

Object Class Categories	Project Management and Statewide Coordination	Disaster Recovery Financial Administration Training Deployment	Regional Recovery Capacity Grant
Personnel	\$49,625	\$14,513	\$77,598
Fringe Benefits	\$28,783	\$8,418	\$45,007
Travel	\$3,000		\$2,500
Equipment			
Supplies	\$1,000	\$250	\$500
Contractual	\$40,000		\$125,000
Other			
<i>Total Direct</i>	<i>\$122,408</i>	<i>\$23,181</i>	<i>\$250,605</i>
Indirect Charges	\$27,592	\$8,069	\$43,145
TOTAL	(Not to Exceed \$150,00)	(Not to Exceed \$31,250)	(Not to Exceed \$293,750)

Provide a clear budget justification that identifies how funds in each line item of the budget will be utilized to support the proposed scope of services. Explain the proposed use of any amounts budgeted for "Equipment," "Contractual," or "Other."

Personnel: Assistant Director for Community Economic Development, supported by a CED coordinator will be supported over the project period.

Travel: Under statewide coordination activities travel is needed to convene councils of governments and consultants; travel under the regional recovery capacity grant will be used to support consultant travel.

Supplies: supplies to support all three aspects of the project, including meals for group meetings, copies, and general business supplies.

Contractual: Under statewide coordination activities the contractual relationship will be with other Councils of Government to support the statewide training development; the contractual services under the regional recovery capacity grant will be used to support consultants in delivering technical expertise.

Provide detail on your current indirect cost rate based on your current Indirect Cost Rate Agreement that your organization has with its cognizant Federal agency.

FY2022 indirect rate agreement with the Department of interior is 50.58%. We are currently in negotiations with the Department of Interior and the projected rate is expected to be 40%.



CENTRALINA

REGIONAL COUNCIL

Item 4



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2022	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Linda Miller	Presentation Time:	5 minutes, if needed			
Presenter at Meeting:	Linda Miller (if necessary)	Phone Number:	704-348-2712			
		Email:	lmiller@centralina.org			
Alternate Contact:	Katie Kutcher	Phone Number:	704-348-2705			
		Email:	kkutcher@centralina.org			
Submitting Department:	Area Agency on Aging	Department Head Approval:	<i>Linda H. Miller</i>			
Description of Agenda Item:						
<p>The Executive Board is being asked to approve receipt of \$241,471 in grant funds from the University of NC Asheville Center for Health and Wellness for the 2022 Empowering Communities to Deliver and Sustain Evidence-Based Chronic Disease Self-Management Education Programs.</p>						
Background & Basis of Recommendations:						
<p>UNC Asheville has received an Administration for Community Living (ACL) grant to develop, expand and sustain evidence-based health programs in North Carolina. These chronic disease self-management education and support programs have been an important focus for ACL grants and the Older Americans Act funding.</p> <p>Centralina will develop the Program to Encourage Active Rewarding Lives (PEARLS) for older adults in the Centralina region. This evidence-based program educates older adults about what depression is (and is not) and helps them develop the skills they need for self-sufficiency and more active lives. Currently, PEARLS is not being delivered in the state and the grant design has Centralina assisting others in the state to grow the program and serve as the hub for training, assistance, and program delivery.</p>						
Requested Action / Recommendation:						
<p>Motion to approve the ACL grant funds from the UNC Asheville NC Center for Health and Wellness to the Centralina Area Agency on Aging for grant approved activities for a total of \$241,471.</p>						
Time Sensitivity: <i>(none or explain)</i>	Funding for the grant begins May 1, 2022 and runs through April 30, 2025.					
Budget Impact: <i>(none or explain)</i>	There is no match for these funds.					
Attachments: <i>(none or list)</i>	<ul style="list-style-type: none"> • UNC Asheville Subaward Agreement 					

UNC Asheville Subaward Agreement

Institution/Organization ("UNC ASHEVILLE") Name: University of North Carolina at Asheville Address: Office of Research & Sponsored Programs One University Heights, CPO #2030 Asheville, NC 28804-3251		Institution/Organization ("SUBRECIPIENT") Name: Centralina Regional Council Address: 9815 David Taylor Drive, #100 Charlotte, NC 28277-2358 Congressional District: <u>NC-012</u> Is the primary location of performance address and congressional district the same as indicated above? (if "No," please complete the indicated block on Attachment 3): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		Sub-recipient UEI #: QRAZJX4AGXJ3	Parent UEI #: N/A	
		Program Source: Federal	CFDA #: 93.734	
Awarding Agency:	Prime Award #:	<u>Amount Funded – This Action</u>	<u>Amount Funded – All Prior Actions</u>	<u>Total Funding To Date</u>
Administration on Aging	90CSSG0056-01-00	\$ 241,471.00	\$0	\$ 241,471.00
Subaward Period of Performance		Reporting Requirements		
Current Period: 5/1/2022 – 3/15/2025		See Attachment 4		
Project Term: 5/1/2022 – 4/30/2025				
Project Title				
2022 Empowering Communities to Deliver and Sustain Evidence-Based Chronic Disease Self-Management Education Programs				
Terms and Conditions				
<p>(1) UNC ASHEVILLE hereby awards a cost reimbursable Subaward, as described above, to SUBRECIPIENT. The statement of work and budget are specified in Attachment 4 of the Subaward. In its performance of Subaward work, SUBRECIPIENT shall be an independent contractor and not an employee, partner or agent of UNC ASHEVILLE.</p> <p>(2) UNC ASHEVILLE shall reimburse SUBRECIPIENT not more often than monthly for allowable costs. All invoices shall be submitted using SUBRECIPIENT's standard invoice, but at a minimum shall include current and cumulative costs, and certification as to truth and accuracy of invoice. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3.</p> <p>(3) A final statement of costs incurred, marked "FINAL," must be submitted to UNC ASHEVILLE's Principal Investigator NOT LATER THAN sixty (60) days after Subaward end date. The final statement of costs shall constitute SUBRECIPIENT's final financial report.</p> <p>(4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the SUBRECIPIENT.</p> <p>(5) Matters concerning the technical performance of the Subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."</p> <p>(6) Requests and/or negotiations for any changes in the terms, conditions or amounts cited in the Subaward should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes to the Subaward require the written approval of each party's Authorized Official, as shown in Attachment 3.</p> <p>(7) Each party shall be responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, officers, students and directors, to the extent allowed by law.</p> <p>(8) Either party may terminate the Subaward with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. UNC ASHEVILLE shall pay SUBRECIPIENT for all allowable, noncancellable obligations in the event of termination by UNC ASHEVILLE.</p> <p>(9) No-cost extensions must be approved by UNC ASHEVILLE. Any no-cost extension request should be addressed to and received by UNC ASHEVILLE's Administrative Contact not less than thirty days prior to the desired effective date of the requested change.</p> <p>(10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.</p> <p>By signing below SUBRECIPIENT makes the certifications and assurances shown in Attachments 1 and 2.</p>				
By an Authorized Official of UNC ASHEVILLE:		By an Authorized Official of SUBRECIPIENT:		
Name	John Pierce, CPA	Date	Name:	Geraldine Gardner
Title	Vice Chancellor for Administration and Finance		Title:	Executive Director

ATTACHMENT 1 SUBAWARD AGREEMENT CERTIFICATIONS

By signing this Subaward, SUBRECIPIENT's Authorized Official certifies to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to UNC ASHEVILLE.
- (3) The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 et seq., title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

SUBRECIPIENT agrees to comply with 45 CFR Part 85, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions. In addition, SUBRECIPIENT certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

SUBRECIPIENT agrees to comply with the requirements of OMB Circular A-133. SUBRECIPIENT further agrees to provide UNC ASHEVILLE, in a timely manner, with copies of any of the independent auditors' reports in which the Schedule of Questioned Costs or Schedule of Prior Audit Findings present instances of noncompliance with Federal laws and regulations that bear directly **on the performance or administration of this Subaward**. In cases where such noncompliance is reported, SUBRECIPIENT will provide to UNC ASHEVILLE the Reporting Package described in OMB Circular A-133 Section .320(c). All reports prepared in accordance with the requirements of OMB Circular A-133 shall be available for inspection by representatives of UNC ASHEVILLE or the government during normal business hours. SUBRECIPIENT agrees that it shall keep for a period of three (3) years following completion of the project such records as may be reasonably necessary to facilitate an effective audit. SUBRECIPIENT shall cooperate with UNC ASHEVILLE in resolving questions UNC ASHEVILLE may have concerning the auditors' report and plan for corrective action.

The SUBRECIPIENT will receive an annual Subrecipient Audit Confirmation Form in May of each year and agrees to complete and return the form promptly. If no response is received within 30 days of the initial request, a second notice will be sent. If no response is received within 30 days thereafter, UNC ASHEVILLE may withhold all or a portion of payment from the SUBRECIPIENT until the form and its accompanying documentation are received.

Conflict of Interest

SUBRECIPIENT assures UNC ASHEVILLE that it has a written, active and enforced Conflict of Interest Policy which complies with the Primary Agency's guidelines. It also certifies that the relevant investigator(s) are in compliance with SUBRECIPIENT's Conflict of Interest Policy. In the event SUBRECIPIENT does not have such a policy, it shall request a copy of UNC ASHEVILLE's written Conflict of Interest Policy and SUBRECIPIENT certifies that it shall comply with UNC ASHEVILLE's policy.

**ATTACHMENT 2
SUBAWARD AGREEMENT
STATE OF NORTH CAROLINA TERMS AND CONDITIONS**

1. PERFORMANCE:

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. DEFAULT AND TERMINATION:

- a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.
- b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.
- a) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become

its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. INTERPRETATION. CONFLICT OF TERMS:

- a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
- e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.
- f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

5. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.

6. TAXES: Any applicable taxes shall be invoiced as a separate item.

- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

7. SITUS AND GOVERNING LAWS:

- a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of

federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.

- c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

8. **NON-DISCRIMINATION COMPLIANCE:**

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- a) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin:
- c) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- d) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Vendor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 1. The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

2. The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own

employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

3. The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
4. The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

9. **PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

a) Vendor warrants to the best of its knowledge that:

1. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and
2. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.

c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:

1. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
2. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such

action at its own expense.

- d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

12. ADVERTISING: Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

13. ACCESS TO PERSONS AND RECORDS: During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

14. ASSIGNMENT OR DELEGATION OF DUTIES:

- a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.
- b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

15. INSURANCE: This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors:

- a) Potential for damage to State property or property of a third party,
- b) Potential for bodily injury to State employees or third parties,
- c) Whether Vendor will transport State property, clients, or employees,
- d) Use of a vehicle to accomplish the work or to travel to or from State locations,
- e) Anticipated physical contacts of the Vendor with the State,
- f) Anticipated number and activity of Vendor personnel within the State, and
- g) Any other unique considerations that could result in harm, bodily injury, or property damage.

The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

- a) **REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.
- b) **COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial

insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
2. **For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:**
 - i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
 - ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
 - iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.
3. **For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:**
 - i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
 - ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
 - iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

16. GENERAL INDEMNITY:

- a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.
- b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the State.
- d) As part of this provision for General indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.
- e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

17. ELECTRONIC PROCUREMENT: (G.S. 143-48.3)

GENERALLY APPLICABLE TO GOODS AND SERVICES CONTRACTS:

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
- b) The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.
- c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

E-PROCUREMENT FEES – APPLICABLE ONLY TO GOODS CONTRACTS

- d) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE, CURRENTLY 1.75% (.0175), ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE (OR ANY OFFICIAL REPLACEMENT SERVICE). G.S. 66-58.12; See, NC E-Procurement Terms of Use.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Contract.
- e) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the E-Procurement Supplier Manager (Supplier Manager), based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless the Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee, or it shall be considered a material breach of Contract. Pursuant to G.S. 147-86.23, the service will charge 1) interest on past due balances at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due, and, 2) late payment penalties, currently ten percent (10%) of the account receivable. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

- 18. SUBCONTRACTING:** Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.
- 19. CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
- 20. CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.
The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.
The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. For further information, see, G.S. 75-60 *et seq.* **Notice** is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.

- 21. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided. If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 143-59.4.
- 22. ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 23. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
- 24. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
- 25. NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 26. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.
- 27. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

28. FEDERAL FUNDS PROVISIONS:

Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract. Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.

Any links to websites not maintained by the State are provided as a courtesy. The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.

- a) **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
- b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- c) **Remedies and Termination.** For purposes of this section the State Remedies and Termination provisions above apply as written.
- d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

1. *Overtime requirements.* No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).
3. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
4. *SubContracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

f) **Debarment and Suspension.**

1. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant

solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** (as Amended).

To the extent applicable, Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

h) **Procurement of Recovered Materials.**

1. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - Meeting Contract performance requirements; or
 - At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

i) **Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled "**ACCESS TO PERSONS AND RECORDS**" included in this Contract, the following access to records requirements apply to this Contract:

1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled "**AMENDMENTS**," except as approval and signature by any federal official may also be required.

k) **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31

U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

- n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
- o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
- p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "**ADVERTISING.**" the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
- q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors

Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

ATTACHMENT 3 SUBAWARD AGREEMENT—CONTACTS

Please review all information under the "SUBRECIPIENT Contacts" column to ensure all information is accurate. Please fax any changes to UNC ASHEVILLE's Administrative Contact.

UNC ASHEVILLE Contacts	SUBRECIPIENT Contacts
ADMINISTRATIVE CONTACT Name / Title: Louis Toms, Associate Director Address: University of North Carolina at Asheville Office of Research & Sponsored Programs One University Heights, CPO 2030 Asheville, NC 28804-3251 Telephone: 828.251.6476 Cell: 828.280.2318 Email: ltoms@unca.edu	ADMINISTRATIVE CONTACT Name / Title: Linda Miller, Aging Director Address: Centralina Regional Council 9815 David Taylor Drive #100 Charlotte, NC 28262-2358 Telephone: 704.348.2712 Fax: 704.879.2616 Email: lmiller@centralina.org
FINANCIAL CONTACT Name / Title: Steven Birkhofer, CPA Address: University of North Carolina at Asheville Office of the Special Funds Accountant One University Heights, CPO 1422 Asheville, NC 28804-8511 Telephone: 828.251.6872 Fax: 828.251.6743 Email: sbirkhof@unca.edu	FINANCIAL CONTACT Name / Title: Denise Strosser, Finance Director Address: Centralina Regional Council 9815 David Taylor Drive #100 Charlotte, NC 28262-2358 Telephone: 704.348.2704 Fax: Email: dstrosser@centralina.org
PRINCIPAL INVESTIGATOR Name / Title: Natasha Vos Address: University of North Carolina at Asheville NC Center for Health and Wellness One University Heights, CPO 4010 Asheville, NC 28804-8511 Telephone: 828.255.7712 Fax: Email: nvos@unca.edu	PRINCIPAL INVESTIGATOR Name / Title: Katie Kutcher Address: Centralina Regional Council 9815 David Taylor Drive #100 Charlotte, NC 28262-2358 Telephone: 704.348.2705 Fax: Email: kkutcher@centralina.org
AUTHORIZED OFFICIAL Name / Title: John Pierce, CPO Address: University of North Carolina at Asheville Vice Chancellor for Administration and Finance One University Heights, CPO 1420 Asheville, NC 28804-8511 Telephone: 828.251.6742 Fax: 828.251-6743 Email: jpierce@unca.edu	AUTHORIZED OFFICIAL Name / Title: Geraldine Gardner, Executive Director Address: Centralina Regional Council 9815 David Taylor Drive #100 Charlotte, NC 28262-2358 Telephone: 704.372.2416 Fax: Email: ggardner@centralina.org

**ATTACHMENT 4
SUBAWARD AGREEMENT
STATEMENT OF WORK / REPORTING REQUIREMENTS / BUDGET**

STATEMENT OF WORK

1. Dedicate one staff member to serve as PEARLS coordinator and counselor
2. Train one staff member through PEARLS to be able to serve as counselor
3. Connect with and serve 205 individuals over the course of 3 years through the PEARLS program
4. Collect required data for PEARLS and share with NCCHW for evaluation
5. Coordinate with contracted Clinical Supervisor for additional support and case management of participants in PEARLS
6. Support ongoing recruitment, training, retention, and turnover of leaders and trainers by serving as the **North Carolina Training Academy for Chronic Disease Self-Management Programs**
7. Work within our networks and through support from HANC to identify, replicate, and communicate best practices of implementation, leader recruitment and retention, and evaluation
8. Assist NCCHW in monitoring and tracking master trainers and lay leaders offering CDSME programs in NC
9. Plan and implement lay leader trainings and cross-trainings for NC participants, including providing materials for training
10. Leverage CDC Arthritis grant and annual regional meetings to share information about events, CDSME programs, and CDSME training opportunities in North Carolina,
11. Collaborate on efforts to improve referrals to CDSME programs, and specifically the DSMP and CPSMP offered by AAAs
12. Offer cultural competence and disability inclusion training and resources
13. Leverage network of regional providers and programs in our 9-county region to provide program data and class registration to NCCHW's Healthy Aging NC Resource Center

REPORTING REQUIREMENTS

SUBRECIPIENT shall submit reports in a timely fashion to UNC ASHEVILLE at the request of UNC ASHEVILLE's Principal Investigator (as shown on Attachment 3) as is necessary to be included in the annual and final reports required by March 15 and any other reports that may be required.

BUDGET

CENTRALINA YEARS ONE-THREE - CONTRACTUAL TOTAL				
F. CONTRACTUAL	Year 1	Year 2	Year 3	Years 1-3
PERSONNEL				
Salary Through Contract				
Centralina Training Academy Coordinator at 8 hrs/mo (96 @ \$21.85)	\$2,098	\$2,098	\$2,098	\$6,294
PEARLS coordinator and counselor (.75 FTE @ \$46,500/yr)	\$34,875	\$34,875	\$34,875	\$104,625
Personnel Subtotal	\$36,973	\$36,973	\$36,973	\$110,919
Centralina Training Academy Coordinator (42%)	\$881	\$881	\$881	\$2,643
PEARLS coordinator and counselor (42%)	\$14,648	\$14,648	\$14,648	\$43,943
Fringe Benefits Subtotal	\$15,529	\$15,529	\$15,529	\$46,586
CONTRACT PERSONNEL TOTAL	\$52,502	\$52,502	\$52,502	\$157,505
TRAINING				
Training Costs and Scholarship (Centralina)				

PEARLS online training	\$600	\$600	\$0	\$1200
TRAVEL SUBTOTAL CONTRACTUAL	\$600	\$600	\$0	1,200
CDSME ACADEMY SUPPLIES				
CDSMP Training Costs (1 training and 18 leaders in 2 years)				
CDSME books: \$23.95 x 18 lay leaders per year	\$500	\$500	\$0	\$1,000
Leader CDs: \$11 x 18 CDSMP lay leaders per year	\$250	\$250	\$0	\$500
Supplies (Lay Leader Manuals, post-its, markers, and masks)	\$800	\$800	\$0	\$1,600
CDSMP Training Total	\$1,550	\$1,550	\$0	\$3,100
SUPPLIES SUBTOTAL CONTRACTUAL	\$1,550	\$1,550	\$0	\$3,100
Subrecipient Indirect Costs				
Centralina AAA (taking 50.58%) of salary and fringe	\$26,555	\$26,555	\$26,555	\$79,666
Total Subrecipient Indirect Costs:	\$26,555	\$26,555	\$26,555	\$79,666
F. CONTRACTUAL TOTAL	\$81,207	\$81,207	\$79,057	\$241,471



CENTRALINA

REGIONAL COUNCIL

Item 5



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2022	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Linda Miller	Presentation Time:	5 minutes, if needed			
Presenter at Meeting:	Linda Miller	Phone Number:	704-348-2712			
		Email:	lmiller@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Submitting Department:	Aging	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>Executive Board is asked to authorize the Executive Director to enter into an agreement with Green & Healthy Homes Initiative (GHHI) to provide home-based healthy housing education, in-home environmental assessment, and home remediation of healthy housing issues as needed to address falls.</p>						
Background & Basis of Recommendations:						
<p>Blue Cross Blue Shield of North Carolina (Blue NC) is seeking to address falls prevention through a healthy housing assessment, home modification, education and follow up. The Green and Healthy Homes Initiative (GHHI), a Maryland based non-profit, will coordinate with Centralina Regional Council and its partners to deliver of evidence-based healthy housing services for up to 200 of Blue NC's eligible members in Mecklenburg and Union Counties to improve health outcomes while reducing healthcare utilization and cost. These services will include home-based healthy housing education, in-home environmental assessment, and home remediation of healthy housing issues as needed to address falls.</p> <p>Centralina's Area Agency on Aging and Community Economic Development Department are collaborating. Centralina is in the process of finalizing the agreement with GHHI and then a legal review by Centralina's attorney will be completed; however, due to GHHI's contractual obligations with Blue Cross Blue Shield, the program must begin by August 1, 2022, which is before the next Executive Board meeting. A draft agreement and program information is attached for reference.</p>						
Requested Action / Recommendation:						
Motion to approve authorize the Executive Director to enter into an agreement with Green & Healthy Homes Initiative (GHHI) to administer home-based falls prevention services.						
Time Sensitivity: <i>(none or explain)</i>	Approval is needed prior to the end of the fiscal year					
Budget Impact: <i>(none or explain)</i>	A final administrative fee is being negotiated and may exceed \$200,000, which is the board approval threshold.					
Attachments: <i>(none or list)</i>	Draft agreement; program information					

NORTH CAOLINA FALL PREVENTION PILOT PROGRAM
SERVICE PROVIDER CONTRACT AGREEMENT

This Agreement entered into this _____ day of _____, 2022 by and between _____ (hereinafter "Service Provider"), a North Carolina corporation, and Green & Healthy Homes Initiative, Inc. (hereafter "GHHI") a Maryland non-profit corporation.

WITNESSETH

WHEREAS, GHHI desires to enter into an Agreement with Service Provider for the provision of residential fall prevention services as part of the North Carolina Fall Prevention Pilot Program (hereafter "Project");

WHEREAS, GHHI and Service Provider wish to set forth the terms and conditions pursuant to which the Service Provider will render said Services;

NOW, THEREFORE, in consideration of the mutual covenants and other obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties agree as follows:

ARTICLE I – PROJECT TERM / PERIOD OF PERFORMANCE

The term of this Agreement shall begin on June XX, 2022 and end on January 31, 2024. Any amendments to the Project term must be agreed upon in writing by GHHI and Service Provider.

ARTICLE II - SCOPE OF SERVICES

Service Provider agrees to provide fall prevention services as specifically described in Appendix A – Scope of Services, and subject to the special terms and conditions set forth hereto;

Service Provider represents and warrants to GHHI that: (i) it and its subcontractors possesses all qualifications, licenses, equipment and expertise required for the performance of the Services including:

- a) Compliance with State of North Carolina regulations related to home improvement contractors;
- b) Current certification as a STATE Labor and Industry licensed Contractor;
- c) Current certification as an EPA-Renovation, Repair and Painting (RRP) Contractor;
- d) Business liability, pollution and workers compensation insurance coverage as detailed below in Section XIV;
- f) if applicable, is licensed and bonded
- f) Use of contracts that comply with North Carolina’s consumer protection requirements;

ii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified, accredited and trained to perform the tasks assigned to each; throughout the term of the Agreement.

ARTICLE III - COMPENSATION

In consideration of the services to be provided pursuant to this Agreement, GHHI agrees to pay Service Provider the cost of Services including expenses in accordance with the Payment Schedule in Appendix B. Appendix B lays out the upfront payments and true ups that will occur throughout the project term.

Service Provider will submit invoices and payment shall be made within thirty (30) days contingent upon receipt of invoices accompanied by proper documentation. In no event shall cost of additional home repair services not included in the Scope of Services in Appendix A be due hereunder without the express written approval and consent of GHHI.

A proper invoice shall be numbered sequentially and shall contain the following information. A single invoice may include expenses for multiple home repair projects performed within the invoice period.

- Name and address of the organization, along with contact information of person to be notified in the event follow-up is required;
- Contract number and/or project number;
- Invoice date and period covered by the invoice;
- Name, address and telephone number of official to whom payment is to be sent;
- Documentation supporting actual expenses, such as subcontractor invoices, Scope of Work documents, etc.
- Documentation indicating properties have passed quality inspection, and any other information or documentation required under other requirements of this contract.

ARTICLE IV - COMPLIANCE WITH FEDERAL STATE AND LOCAL LAWS

Both parties shall comply with all applicable laws, ordinances and codes of Federal, State and local governments.

ARTICLE V - CONTRACT NOTIFICATION

All notices which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by messenger service or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time:

Responsible Party

Company/Organization

Street Address

City, State Zip Code

Ruth Ann Norton, President & CEO

Green & Healthy Homes Initiative
2714 Hudson Street
Baltimore, MD 21224

ARTICLE VI - GENERAL CONDITIONS

Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Pennsylvania, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

ARTICLE VII - OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

Any work product, information, writings, contract documents, reports, client records, or any other proprietary or confidential materials whatsoever which is shared by the parties pursuant to this contract shall at all times be kept confidential, shall remain the property of Service Provider or GHHI, and shall not be used by Service Provider or GHHI or any of its employees, subcontractors, or clients for any other purpose whatsoever without the prior written consent of Service Provider or GHHI. GHHI and Service Provider will jointly own any work product produced as a result of the Scope of Services for this contract.

Confidential Materials includes all such materials provided by the parties excluding: (i) information that is already or becomes generally available to the public, other than as a result of an unauthorized disclosure by the parties or their representatives, (ii) information that was known to the parties or their representatives or is in its representatives' possession prior to it being furnished, or (iii) information that is or becomes known or available to the parties or our representatives without restriction from a third party that has lawfully acquired such information. In addition, Confidential Material does not include any general concept or idea articulated or adopted by the parties. Except as otherwise provided herein, the parties agree that the Confidential Material will be kept confidential and that it will not disclose any of the Confidential Material in any manner whatsoever; provided, however, that (i) it may disclose the Confidential Material provided with prior written consent and (ii) it may disclose the Confidential Material to its representatives who need to have the Confidential Material for the purpose of assisting Service Provider with the project. If the parties or any of their representatives are, on the advice of counsel, compelled by law or legal process to disclose any of the Confidential Material, it or its representatives may do so without liability hereunder; provided, however, that, to the extent permitted by law, it shall promptly notify the other party that provided such Confidential Material of such required disclosure.

ARTICLE VIII - NONDELEGABILITY

The obligations undertaken by Service Provider pursuant to this Agreement shall not be delegated or assigned to any other company without GHHI's prior written consent which shall not be unreasonably withheld. Service Provider agrees to notify GHHI in writing if any work is proposed to be completed by a company other than the Service Provider.

ARTICLE IX - CONSTRUCTION OF AGREEMENT

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

ARTICLE X - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors, and assigns.

ARTICLE XI - CONFLICT OF INTEREST

Service Provider covenants that it has no personal financial interests, direct or indirect, that conflict with the work product of this Agreement. Service Provider further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed on this project. Any such interests on the part of Service Provider or its employees must be disclosed in writing to GHHI.

ARTICLE XII - INDEPENDENT CONTRACTOR

Service Provider and its employees shall, at all times, be deemed to be an independent contractor, and not employees of GHHI.

ARTICLE XIII - HIPAA COMPLIANCE

In performing its duties under this Agreement, Service Provider may have access to "Protected Health Information," including, but not limited to, "Individually Identifiable Health Information" and may be a downstream subcontractor "Business Associate" as those terms are defined in the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191, HIPAA regulations (codified at 45 C.F.R. Parts 160 and 164) or in regulations on Standards for Privacy of Individually Identifiable Health Information.

GHHI is subject to the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (collectively, "HIPAA"). Service Provider agrees to execute a Business Associate Agreement with GHHI, if requested. Service Provider will, and will cause its representatives to, comply with the terms of any Business Associate Agreements ("BAA") which is incorporated herein, in order to comply with the HIPAA Privacy Regulation and the HIPAA Security Regulation. In the event of any conflict between the terms

of this Agreement and those of the BAA, the terms of the BAA shall control and govern the rights and obligations of the parties related to HIPAA compliance.

ARTICLE XIV - INSURANCE

Service Provider agrees to maintain business liability insurance of at least \$1,000,000, General Liability Insurance with a minimum of \$1,000,000.00 for each occurrence, and Workers Compensation Insurance at all times during the contract. Service Provider agrees to immediately notify GHHI of any change in its insurance coverage status for liability insurance, pollution insurance or Workers Compensation Insurance.

ARTICLE XV - TERMINATION OF CONTRACT

GHHI retains the right to terminate this Agreement for cause at any time prior to the completion of the services required under the Scope of Services. Such notice of termination for cause shall be effective provided that Service Provider has been afforded a thirty (30) day period to cure any such material ongoing breach or material failure in performance of the contract. Service Provider shall be paid for those services performed prior to the termination date, and the amount of payment shall be in proportion to the services rendered. It is hereby understood by and between Service Provider and GHHI that any payments made in accordance with this Section to Service Provider shall be made only if Service Provider is not in default under the terms of this Agreement.

ARTICLE XVI - NO HIRE CLAUSE

Service Provider agrees that it will not hire, attempt to hire, or solicit for employment any current GHHI staff member for a period of one year following the completion of this contract unless agreed to in writing by GHHI.

ARTICLE XVII - NONDISCRIMINATION

Service Provider agrees that there shall be no discrimination because of race, color, sex, religion, creed, age, disability, marital status, sexual orientation, national origin, ancestry, or disability in connection with performance under this Agreement.

ARTICLE XVIII - CONTINGENCY CLAUSE

Funding for this Agreement is contingent on the availability of funds and continued authorization for services and is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations.

ARTICLE XIX - INSPECTION CONTRACTOR LIABILITY

Service Provider agrees to hold harmless, release, defend, and indemnify GHHI, its officers and its directors for any and all liability and/or claims for any damages, injury or death to persons or damage to property arising from the work of the Service Provider or its employees including those claims based on any alleged or actual

negligence, breach of contract, or breach of any expressed or implied warranty to the owner or occupants. This release shall be binding to the fullest extent permitted by law.

ARTICLE XX - ENTIRE AGREEMENT

This instrument and its attachments constitute the sole and only agreement of the parties hereto relating to said grant and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement is of no force or effect.

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ARTICLE XXI - AMENDMENTS

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

Service Provider, by signing this Agreement, affirms that it has the expertise required to provide the services required to fulfill the terms of this Agreement. I understand, and agree to abide by the terms of this Agreement.

Company President Name Date
Company/Organization
Street Address
City, State Zip Code

Ruth Ann Norton, President and CEO Date
Green & Healthy Homes Initiative, Inc.
2714 Hudson Street, Baltimore, MD 21224-4716

APPENDIX A – SCOPE OF SERVICES

1. The Service Provider will perform the following Services:

- A. Schedule three home visits with client
- B. On home visit one provide a home inspection, fall prevention educational visit, and explain findings from home inspection
- C. On home visit two reinforce education and install fall prevention measures from a measures list (provided below)
- D. On home visit three provide additional education and complete a quality assurance and quality control inspection of fall prevention measures completed
- E. Fall prevention repair measures
- F. Follow-up calls at 3 and 6 months to collect survey information
- G. Staff time to connect clients with additional resources if needed
- H. Staff time to record information from surveys, the home inspection, the fall prevention measures installed and costs, and other key data collection into GHHI’s Efforts-to-Outcomes (ETO) data system.

2. Home repairs for fall prevention include the following measures:

Fall Prevention Measures List		
Intervention	Estimated unit cost	Estimated need
Shower seat with feet grips and backrest	\$130.00	25%
Staircase railing installation	\$76.76	35%
Exterior metal handrail install (2 metal handrails that meet OSHA (Occupational Safety and Health Administration) handrail requirements, which cost \$425 each including parts and labor)	\$850.00	20%
Threshold lowering/repair	\$115.88	10%
Exterior motion sensor double bulb lights (including parts and labor. Often this can involve re-wiring some of the electricity delivery systems in the home)	\$250.00	30%
Installation of nightlights with motion sensors	\$65.00	60%

Safety grip bars installation (2)	\$206.88	40%
Tub safety bar installation	\$107.13	35%
Toilet safety frame/rail	\$75.00	30%
Handheld shower head installation	\$89.63	40%
Tip resistant furniture anchors	\$55.00	60%

3. The Service Provider will make their best effort to leverage other available home repair funds to address health and safety deficiencies that are identified in the home that are beyond the measures in the above list.
4. The Service Provider will complete a mutual service agreement for clients who receive home repair services funded by the Project. GHHI will provide the standard consent form for use.
5. The Service Provider will collect data on program services and enter this data using GHHI's Efforts to Outcomes (ETO) database system and a process that is mutually agreed upon by the Service Provider and GHHI.
6. The Service Provider will furnish, if needed based on the measures being conducted, a licensed Supervisor to be on site, available to workers and responsible for direct supervision of all workers during all work site preparation; home repair activities and post home repair cleanup of work areas.
7. The Service Provider will ensure that all field staff and subcontractors are professional and respectful to clients while in the home.
8. The Service Provider will supply, or hire subcontractors who will supply, the equipment, materials and labor to complete approved home repairs as directed by the Scope of Work. The Service Provider will ensure that proper worker protection is used and that lead safe work practices are implemented on site in accordance with: North Carolina and other local laws to provide for occupant protection, the Lead Safe Housing Rule (where applicable), as needed by the measures included in the project's scope of work. Though each scope of work will differ, home repair activities include measures listed in this Appendix.
9. The Service Provider will perform home repairs and other project work in a workman like manner in accordance with industry standards and to meet or exceed local, state, or federal regulations within the timeframe stipulated by the Program.
10. If the Service Provider requires consultation on health and safety hazards or structural defects, the Service Provider may consult with GHHI on how to proceed with work on the property.
11. The Service Provider will provide access to the worksite for unannounced monitoring and site supervision spot checks by GHHI staff, including worker protection and that lead safe work practices are being implemented on site in accordance with North Carolina law and Lead Safe Housing Rule (where applicable) to protect occupants and their belongings, as needed by the measures included in the project's

scope of work. During the performance of home repair work in any property, the Service Provider will maintain site control of the property and not permit access by the occupants or any other non-authorized persons.

12. The Service Provider agrees to warranty all work and materials for a period of one (1) year following the completion of work in any property.

13. The Service Provider agrees to adhere to all COVID-19 safety requirements and practices as required by federal, state, and local authorities or the North Carolina Fall Prevention Pilot Program.

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APPENDIX B – PAYMENT SCHEDULE

An approved Scope of Work will include an estimated cost, based on home repair measures shown in Appendix A. If the Service Provider generates a Scope of Work that includes measures not shown in Appendix A, Service Provider must seek written approval from GHHI to include those measure(s) before proceeding with the work. GHHI shall review and respond to the approval request within two business days.

Cost Category	Estimated Average Cost
Estimated average cost for fall prevention measures per member (from measures list above)	\$672
Estimated average cost for staff time (including supervisory staff, inspection and quality control visits, scheduling, management of contractors if used for the fall prevention measures, education, and connecting with families) per member	\$900
Estimated other direct costs (e.g. travel costs) per member	\$125
Estimated indirect costs per member	\$255

GHHI will disburse funds to the Service Provider on a quarterly, prospective basis, based on average expected budget per home and target number of home repairs to be completed in that period. The Service Provider will work to keep the average budget per home at \$1,952. If any single Scope of Work for fall prevention measures to be installed exceeds \$1,500 (average is estimated to be \$672), Service Provider must seek written approval from GHHI for the Scope of Work before proceeding with the work. If the costs for the non-measures for any single enrollee (staff time, direct costs, indirect costs) is above \$1500 (average is estimated to be \$1,280), Service Provider must seek written approval from GHHI.

At the end of each quarter, GHHI and the Service Provider shall reconcile actual costs with the prospective disbursement received at the beginning of the period. If actual costs have exceeded the initial disbursement amount at the beginning of the period, Service Provider shall invoice GHHI for the difference. Service Provider shall attach supporting documentation to this invoice, such as subcontractor invoices and Scope of Work reports. If the actual costs are less than what was provided at the beginning of the quarter, the prospective disbursement of funds for the next quarter will be adjusted to reflect the carryover funds.

GHHI will utilize the following payment schedule each quarter of the Project.

Start of Quarter 1	\$1,952 per member disbursed from GHHI to Service Provider
End of Quarter 1	Funds disbursed from GHHI to Service Provider to reconcile additional funding needed to cover costs incurred by Service Provider or to reflect carryover from unspent funds.
Start of Quarter 2	\$1,952 per member disbursed from GHHI to Service Provider

End of Quarter 2	Funds disbursed from GHHI to Service Provider to reconcile additional funding needed to cover costs incurred by Service Provider or to reflect carryover from unspent funds.
Start of Quarter 3	\$1,952 per member disbursed from GHHI to Service Provider
End of Quarter 3	Funds disbursed from GHHI to Service Provider to reconcile additional funding needed to cover costs incurred by Service Provider or to reflect carryover from unspent funds.
Start of Quarter 4	\$1,952 per member disbursed from GHHI to Service Provider
End of Project	Funds disbursed from GHHI to Service Provider to reconcile additional funding needed to cover costs incurred by Service Provider or Service Provider will return unspent funds to GHHI.

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North Carolina Fall Prevention Pilot

WORK ORDER AND AUTHORIZATION FORM

This Work Order is entered into by the following parties:

- 1. **Housing Service Provider** (the “Contractor”)
- 2. _____ (the “Landlord”) (if applicable)
- 3. _____ (the “Client”)

The Contractor will furnish labor and materials to perform the following “Work” on behalf of the Client:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

The Property on which the Work will be performed is: _____

Contractor will perform the Work to reduce injury risks in the home as part of this North Carolina Fall Prevention Pilot. Contractor will correct any deficiencies in the Work and make repairs to the Work as needed for a period not exceeding the earlier of twelve (12) months from the date of installation, or until the Client no longer resides at the Property. The contractor shall have no responsibility to make repairs related to this Work Order beyond the aforementioned time. Unless otherwise stated, all Work remains with the property.

Contractor possesses all licenses and permits required for the conduct of its business and the performance of the Work. The contractor has all such insurance and bonds as may be required by the State of North Carolina and/or local jurisdiction in which the Work is performed. Contractor shall be solely liable for the quality of the Work, and neither GHHI nor Landlord shall have any liability to the Client or third party for the Work or the quality/safety thereof for the measures listed above.

Housing Service Provider: XXXX
Housing Service Provider Insurer: XXXX Insurance
Policy Number: XXXXXXXXX

The Owner/Landlord hereby authorizes the Contractor to perform the Work on the Property where the Client currently resides and does not require the Client to restore the Property to its previous condition when the Client vacates the Property. The Owner/Landlord has the authority to provide a forementioned authorization and understands that the Owner/Landlord will not incur any cost with respect to the Work. _____ (Owner/Landlord to initial)

We the undersigned, have read and understood the Work Order and Authorization:

_____ Signature JHU representative

_____ Print

_____ Title

_____ Signature **Housing Service** Representative

_____ Print

_____ Signature Client

_____ Print

_____ Signature Landlord (where applicable)

_____ Print

Fall Prevention Project

Services

The services would be performed by local organizations and funded by Blue Cross Blue Shield of NC (Blue NC). Covered services include:

1. Staff time to schedule visits
2. A home inspection and fall prevention educational visit
3. A follow-up visit to reinforce education and explain findings from home inspection
4. Fall prevention repair measures from a measures list (provided below)
5. Post-repair quality assurance visit
6. Follow-up calls at 6, 9, and 12 months to collect survey information
7. Staff time to connect clients with additional resources if needed
8. Staff time to record information from surveys, the home inspection, the repair measures provided and costs, and other key data collection into GHHI's Efforts-to-Outcomes (ETO) data system.

Funding

Blue NC will be providing GHHI with funds to pay for the services. GHHI will fund the local partners and can provide funding upfront.

Target Area and Population

Blue NC is looking to provide services for 900 of their members across four areas:

- Wake, Durham, and Orange counties (estimated 300 members)
- Forsyth, Guilford counties (estimated 200 members)
- Mecklenburg, Union counties (estimated 300 members)
- New Hanover, Brunswick counties (estimated 100 members)

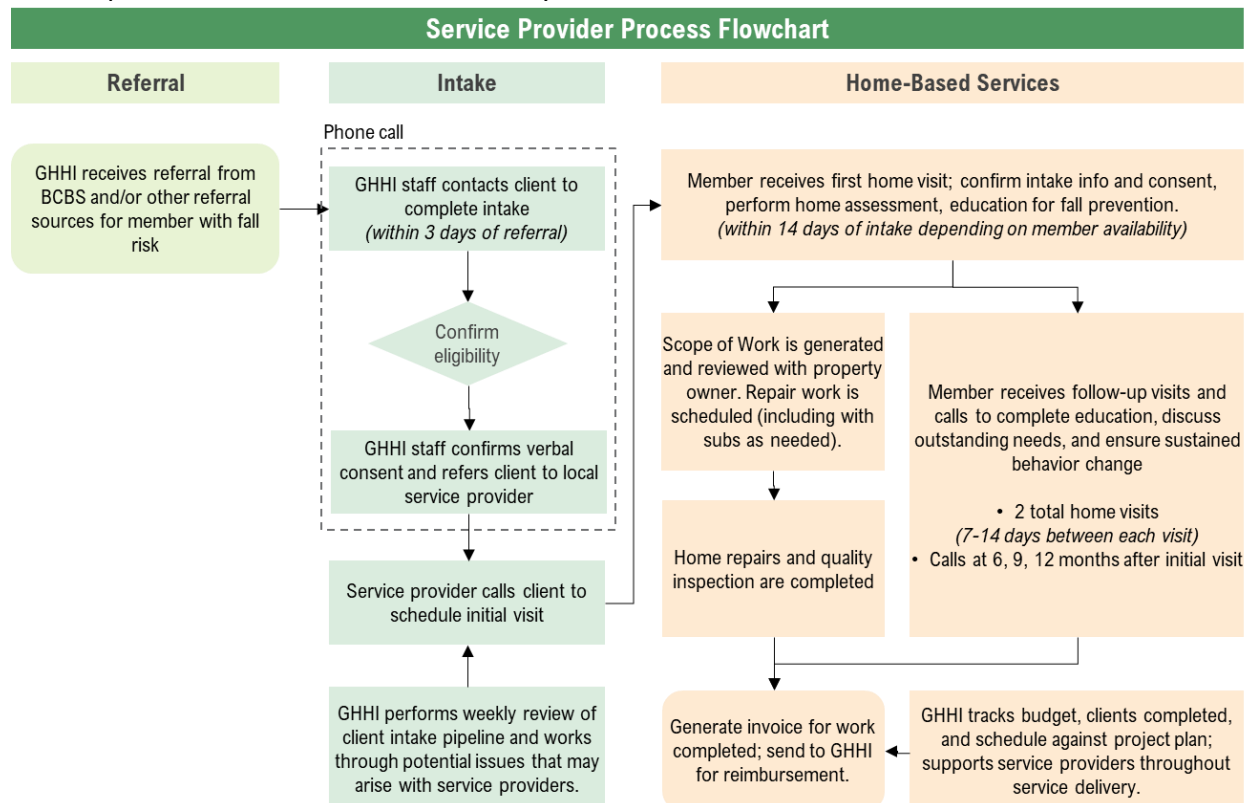
Members may be identified through indicators for in-home falls risk: 55 years and older, previous falls/fractures, visual impairment, and prescriptions which may cause impairment. Members are from their non-Medicaid line of business. Members may also be screened for in-home falls from Blue NC care management as well as potentially healthcare providers and clinicians.

Timeline

Services are estimated to begin in June of 2022 and continue for up to a year. Blue NC would like services to be completed as soon as possible so that the plan can track outcomes earlier.

Service Delivery Flow

- GHHI will be receiving referrals from Blue NC, which will be populated in GHHI’s Efforts to Outcomes (ETO) data platform. Referrals will come from:
 - Batch referrals from Blue NC based on the eligibility criteria
 - Referrals from Blue NC care management team
 - Referrals from medical providers
 - Self-referrals into a web portal (this is where local partners could encourage existing clients to enroll into the program if they meet eligibility criteria)
- GHHI staff will call prospective members to ensure eligibility and interest in receiving these services
- Once confirmed, GHHI will send those members to the local partners
- Local partners will call the member to schedule the initial home visit (inspection and education)
- Local partners staff will conduct the initial home visit and inspection
- Based on the findings from the initial home visit and inspection, local partners staff will write a scope of work.
- Local partners staff will conduct a follow-up visit with the member to reinforce education and review scope of work if applicable
- Local partners will oversee or provide the repair measures from the approved list
- Local partners will conduct a quality assurance visit if repair measures were done
- Local partners staff will do following up calls with the member at 6, 9, and 12 months post-intervention to collect surveys



Fall Prevention Measures List		
Intervention	Estimated unit cost	Estimated need
Shower seat with feet grips and backrest	\$130.00	25%
Staircase railing installation	\$76.76	35%
Exterior metal handrail install (2 metal handrails that meet OSHA (Occupational Safety and Health Administration) handrail requirements, which cost \$425 each including parts and labor)	\$850.00	20%
Threshold lowering/repair	\$115.88	10%
Exterior motion sensor double bulb lights (including parts and labor. Often this can involve re-wiring some of the electricity delivery systems in the home)	\$250.00	30%
Installation of nightlights with motion sensors	\$65.00	60%
Safety grip bars installation (2)	\$206.88	40%
Tub safety bar installation	\$107.13	35%
Toilet safety frame/rail	\$75.00	30%
Handheld shower head installation	\$89.63	40%
Tip resistant furniture anchors	\$55.00	60%

Cost Category	Estimated Cost
Estimated average cost for fall prevention measures per member (from measures list above)	\$672
Estimated average cost for staff time (including supervisory staff, inspection and quality control visits, scheduling, management of contractors if used for the fall prevention measures, education, and connecting with families) per member	\$900
Estimated other direct costs (e.g. travel costs) per member	\$125
Estimated indirect costs per member	\$140



CENTRALINA

REGIONAL COUNCIL

Item 6



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2022	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Geraldine Gardner	Presentation Time:	5 minutes, if needed			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Alternate Contact:	Denise Strosser	Phone Number:				
		Email:	dstrosser@centralina.org			
Submitting Department:	Administration	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>Executive Board is asked to approve the Equipment as a Service (EaaS) agreement between Centralina Regional Council and Premiere Communications and Consulting to provide audio visual equipment at the new office space.</p>						
Background & Basis of Recommendations:						
<p>Centralina seeks authorization from the Executive Board to enter into an Equipment as a Service (EaaS) agreement with Premiere Communications and Consulting. Under the EaaS model, Centralina rents specific equipment under a five year term for a monthly fee; at the end of the term, the equipment can be upgraded or retained as a Centralina owned asset. The Agreement will equip the five conference and training rooms at the new office location with new AV equipment (monitors, sound, video). Under the EaaS arrangement, Premiere will install, test, regularly service and train Centralina staff on the use of the equipment. The advantages of the EaaS model are numerous: (1) avoids an upfront capital expense for equipment that depreciates and becomes technologically outdated; (2) avoids staff maintenance responsibilities and organization upkeep; (3) enables all staff to use the same equipment and systems in all rooms thereby increasing technology adoption and familiarity. Centralina would have to purchase new equipment for three out of the five conference rooms and the EaaS is a cost effective and operationally effective solution. Existing AV system components from the current location will either be reused in the space or sold. Monthly cost for the five year term is: \$1,779.</p>						
Requested Action / Recommendation:						
<p>Motion to approve the Equipment as a Service agreement between Centralina Regional Council and Premiere Communications and Consulting.</p>						
Time Sensitivity: <i>(none or explain)</i>	Approval is needed to enable equipment purchase and installation prior to move in date.					
Budget Impact: <i>(none or explain)</i>	Monthly budget impact is \$1,779.					
Attachments: <i>(none or list)</i>	EaaS Agreement and TAMCO Shield Agreement					



MAINTENANCE AND SERVICE AGREEMENT FOR EAAS INSTALLED SYSTEMS

AGREEMENT INFORMATION

Company Name : Centralina Council of Governments	♦ SYSTEM SITE ADDRESS
System: Audio Visual	Street : 10735 David Taylor Drive
Agreement Number : 22-74-008	City: Charlotte
Effective Date : August 1, 2022	State: NC
Expiration Date : July 31, 2027	Zip: 28262

CLIENT CONTACT INFORMATION

Primary Contact : Geraldine Gardner	Secondary Contact : Tisha Steen
Contacts Phone # : 704-348-2727	Contacts Phone # : 704-348-2727
Email Address : ggardner@centralina.org	Email Address : msteen@centralina.org

MAINTENANCE AND SERVICE AGREEMENT

This Agreement is entered into by and between Premiere Communications & Consulting, Inc (hereafter referred to as "Premiere") whose principal place of business is located at 516 South New Hope Road, Raleigh, NC 27610 and the client ("Client") referred to above.

Premiere is committed to customer satisfaction through the delivery of a Maintenance and Service Agreement. This agreement, described below, is designed to optimize the reliability and performance of your system and to ensure that your system will perform as designed when you need it most. Our commitment to you is "*Best in Class*" service and support. Premiere shall provide maintenance on the system when it is not performing correctly and preventative maintenance to keep the system working at its optimum performance.

MAINTENANCE SERVICE

In the event that Client is experiencing a problem with the System, Client will be required to call Premiere and open a trouble ticket. Premiere shall respond to Client's request via telephone or email within six (6) business hours. Client will provide details as to the problems they are experiencing. Premiere will first attempt to solve the problem remotely prior to dispatching a technician. Premiere will use all commercially reasonable efforts to identify and correct the problem with the system. If the system cannot be fixed and none of the exclusions below apply, Premiere shall, at their sole discretion, replace defective equipment with either new or reconditioned equipment.

Premiere warrants that the services to be provided under this agreement will be performed in a timely and workmanlike manner, using only qualified technicians familiar with the system and its operation. Premiere makes no other express or implied warranties with respect to this agreement or the materials or services hereunder. Premiere makes no representations or warranties regarding the system. Maintenance services may be provided by Premiere or a affiliated subcontractor.



EXCLUSIONS

Premiere's services under this agreement DO NOT include:

- 1.) Supplies, accessories, or any items normally consumed during the use of the system, such as cards, batteries, printer ribbons, bulbs, and paper.
- 2.) Calls resulting from lack of operator-level preventive maintenance, site related problems, or operator error.
- 3.) Failure resulting from acts of nature (i.e. storms, water, wind, lightning), erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing, high voltage (>60V) electrical work, abuse or misuse of equipment, alterations, modifications, damaged cabling or repair to equipment not performed or provided by Premiere or system malfunction due to infection from virus or malware.
- 4.) System modifications, changes, or additions not approved and coordinated with Premiere. Work caused by any operation of, adjustments to, or repairs to the system by others not authorized by Premiere.
- 4.) If persons other than those employed or contracted by Premiere shall repair, modify or perform any maintenance service on the system, or if Client fails to maintain the equipment in accordance with the manufacturer's requirements, and as a result of either of the foregoing, further maintenance services by Premiere are required to restore the system to good operating condition or if equipment needs to be replaced, such further maintenance services or replacement charges shall be billed to the Client at Premiere's current time and materials rates.

PREVENTATIVE MAINTENANCE SERVICE

Preventive Maintenance (PM) is defined as the scheduled care and servicing for the purpose of maintaining equipment and systems in optimal operating condition by providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects. PM tasks, also known as scheduled or routine maintenance activities, are proactive measures that help prevent, predict, and minimize the risk of system, subsystem, and component failure.

Preventive maintenance activities include any adjustment, programming, configuration, repair, or replacement as a result of normal system operator, administrator and end-user activities for all supported systems.

Under this agreement, PM shall include all tasks recommended by the equipment/system manufacturer to be performed on a periodic basis, such as system inspections, routine cleaning, and software release installations, to ensure that systems and subsystems are in proper working order.

PM activities shall consist of visual inspections, concise operational testing, adjustments, cleaning, lubrication, system backups, and performance verification of applications software and system electronics. Whenever possible, detected faulty components repairs will be performed during the PM, otherwise these tasks will be performed during scheduled corrective maintenance activities.

PM service shall be performed on a **annual** basis by an authorized Premiere maintenance technician during normal business hours, defined as between the hours of 8:00 a.m. and 5:00 p.m., Monday – Friday, excluding Federal holidays.

Premiere's Service Manager will schedule the preventative maintenance work with the contact listed above.



HOW TO REQUEST A MAINTENANCE SERVICE CALL

- ◆ There are three ways to request maintenance and/or service.
 - 1 Log into <http://support.premiere-inc.com/ticket> , complete the ticket and then submit.
 - 2 Send an email to helpdesk@premiere-inc.com, describing the service you are requesting
 - 3 Call toll free support line 1-800-518-0388

GENERAL TERMS AND CONDITIONS

Entire Agreement. It is agreed and understood by the parties that this Agreement constitutes the entire agreement between the parties, and there are no verbal understandings changing or modifying any of the terms of this Agreement. This Agreement may not be changed, modified, or varied except in writing signed and authorized by a representative of both parties. This Agreement shall not become binding on PREMIERE until signed by an authorized representative of PREMIERE as provided below. This agreement shall remain in full force for the period covered by this agreement and shall thereafter continue on a year-to-year basis unless written notice of termination is given by either party to the other at least (60) days prior to the expiration of the initial term. Client agrees that at any time following expiration of this agreement, PREMIERE may increase the annual fee for the renewal thereof. Client agrees to pay the full amount of such an increase, which does not exceed a 5% increase over the previous annual fee. In the event PREMIERE increases the annual fee by an amount greater than 5%, Client may terminate the agreement upon written notice to PREMIERE within fifteen (15) days of notification of such increase. **The general terms and conditions below and the exhibits attached to and/or referenced in this agreement are incorporated herein, and, by reference, made a part hereof. Client acknowledges receiving a copy of this agreement and having read and understood all of its terms and conditions.**

Authorization to perform the Work and Services. Client hereby authorizes PREMIERE to perform the Work/Services during normal business hours. If Client desires the Work/Services to be rendered at a time other than normal business hours, the additional costs (i.e., overtime pay, etc.) will be paid for by Client at PREMIERE's standard rates. Client agrees to furnish any necessary electrical outlets at its expense.

Delay/Interruption. PREMIERE assumes no liability for delay in the performance of Work/Services or interruption of the Work/Services due to strikes, riots, labor disputes, theft, vandalism, riots, war, unavailability of parts, materials or supplies, floods, fires, acts of Nature, explosions or other casualties or any other cause beyond the control of PREMIERE including interruptions in telephone and/or internet service. PREMIERE will not be required to supply the Work/Services to Client while interruption of Work/Services due to any such cause shall continue.

WARRANTY. PREMIERE warrants that the System installed shall be as specified and in accordance with the manufacturer's specifications. PREMIERE also warrants that the work shall be free from defects in material and workmanship, not inherent in the quality required or permitted, for a period of 1 year from the date the installation is complete. Upon written notice from Client, PREMIERE shall, at its option, repair or replace any defective work. These warranties do not extend to any work that has been misused, altered or repaired by Client or third parties without the supervision of and prior written approval of PREMIERE, or if PREMIERE serial numbers or warranty decals have been removed or altered. Client must promptly report any failure of the System to PREMIERE in writing. All replaced Systems or parts become PREMIERE's property. This warranty is not assignable. Except as set forth in this section, PREMIERE makes no express warranties as to any matter whatsoever, including, the condition of the system, its merchantability, or fitness for any particular purpose and all other warranties are specifically excluded.

Service Provider. Client understands that except to the extent that PREMIERE is providing work, PREMIERE shall be considered a service provider and not a merchant or a vendor of goods.

Permits and taxes. Client agrees to obtain all licenses and permits and to pay all taxes, fines, and assessments, including sales taxes associated with the Work and/or Services.

Increase in Taxes, Utility Charges or Service Price. (1) All prices/charges set forth herein are based upon existing taxes and utility charges and Client shall pay any additional or increased taxes or utility charges imposed by a utility or government agency relating to the System or the Services. (2) Notwithstanding any other terms and conditions set forth herein, after the expiration of one year from the installation completion date, PREMIERE, at any time, or from time to time, may increase the Services Price upon giving Client prior notice in writing. Client agrees to notify PREMIERE of any objection to such increase within twenty (20) days after the date of the notice of increase, failing to object to the notice of increase, it shall be conclusively presumed that Client has agreed to the increase. In the event Client objects, PREMIERE may elect at its option to: (i) continue this Agreement under the terms and conditions in effect immediately prior to such increase, or (ii) terminate this Agreement on fifteen (15) days prior written notice to Client. Time is of the essence in the application and performance of the provisions of this paragraph. Client shall pay for all changes including any increase in the Services Price which may result from an alteration remodeling, repair or other change to the Premises.

System Tampering. Client agrees not to tamper with, alter, adjust, add to, disturb, injure or remove or otherwise interfere with an installed System (including any software), nor to permit the same to be done, and Client shall be responsible for the System during the term of this Agreement. It is further agreed that the System shall remain in the same location as installed and any removal or disturbance thereof (resulting from painting, altering, or remodeling fixtures or any changes



Central Station Service. If supervised central station monitoring services are provided, Client agrees to furnish PREMIERE with a list of the names, titles, residence addresses, and phone numbers of all persons authorized to enter the Premises during regularly scheduled closed periods. Customer also agrees to furnish PREMIERE with authorized daily and holiday opening and closing schedule.

Customer Obligations. If supervised central station monitoring services are provided, Client shall (i) carefully and properly set the System each night or at such other time as Client shall close the Premises; (ii) operate the System according to the manufacturer's and/or PREMIERE's recommendations; (iii) keep accurate and current work logs and information on the System as recommended by the manufacturer; (iv) provide an adequate environment for the System as recommended by the manufacturer or as recommended by PREMIERE; and (v) notify PREMIERE immediately of any claimed inadequacy in, or failure of, the System or other condition affecting the operation of the System. Client acknowledges that its failure to meet these obligations will relieve PREMIERE of any responsibility for any System breakdown, or any necessary repair or replacement of any equipment. Client agrees: (i) to repair, service and/or to assure the operation of any other property, system or device of Client, or of others, to which the System may be attached or connected; (ii) to refrain from causing false alarms, and to pay, or reimburse PREMIERE for payment of any fine, penalty, or fee paid by PREMIERE or assessed against PREMIERE by any governmental or municipal agency; and (iii) that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of any sprinkler system, now or hereinafter installed, are or will be corrected at Client's expense so as to be acceptable to the insurance carrier, fire rating bureau or agency or other authorities having jurisdiction when equipped with PREMIERE's signaling devices.

Unnecessary Alarms and Service Calls. At PREMIERE's option, a fee may be charged for any false alarm or unnecessary service run created by Client. In addition, if PREMIERE or Client is assessed any fine or penalty by the municipality as a result of a false alarm, Client shall be responsible for the full amount of that charge.

Inspection, Test and Repair. Client hereby authorizes PREMIERE to make inspections, tests and repairs as required to the System outlined in the Schedule of Equipment. PREMIERE shall make repairs after notification from Client as soon as is reasonably possible. It is understood and agreed that PREMIERE's obligation to repair the System relates solely to the System specified in this Agreement and that PREMIERE is not obligated to test, inspect or repair, or ensure the operation of devices or systems of others to which PREMIERE systems are attached. In the event PREMIERE takes-over service for an existing system, Client agrees that PREMIERE will conduct a preliminary inspection of such system and Client agrees to pay for any necessary changes recommended to be made to the system by PREMIERE prior to the commencement of Services for such system.

System Damage. Should any part of the System be damaged by fire, water, acts of Nature, attempted unauthorized repair service, misuse, abuse or modification, or any cause beyond the control of PREMIERE, any repairs or replacement shall be paid for by Client. PREMIERE shall not be responsible for any damage or loss to Client or to others or to any real or personal property arising out of PREMIERE'S obligation to repair the System.

Access to the Premises. Client shall permit PREMIERE access to the Premises during regular business hours and at all other reasonable times for any reason arising out of or in connection with PREMIERE's rights or obligation under this Agreement. If access cannot be provided, PREMIERE's obligations under this Agreement will be suspended until such access to the Premises is provided. Suspension of PREMIERE's duties for this reason will not cancel or suspend any of Client's obligations under this Agreement. Any tools, documentation, or equipment in the Premises for PREMIERE's convenience in performing PREMIERE's services shall remain PREMIERE's property. PREMIERE retains the right to remove such items at any time during the term, or upon termination of this Agreement.

Default, Suspension, Termination. In the event that Client breaches this Agreement by reason of failure or refusal to pay PREMIERE all payments as agreed herein, or in the event that Client wrongfully terminates this Agreement, Client hereby agrees that PREMIERE shall have the right to declare the entire remaining unpaid amount of monies owing hereunder immediately due and payable, and Client further agrees to pay the same to PREMIERE within 30 days from the date of such breach or termination. In the event that Client fails to keep or perform the foregoing or any other obligation of this Agreement, PREMIERE shall have the right to exercise any one or more of the following remedies: (i) to sue for and recover all monies owing and other payments then accrued, or thereafter accruing or thereafter declared due and payable; (ii) to terminate this Agreement; or (iii) to pursue any other remedy at law or in equity. Notwithstanding any action which PREMIERE may take; Client shall be and remain liable for the performance of all obligations on the part of Client to be performed under this Agreement. All such remedies are cumulative, and may be exercised concurrently or separately. Client shall be liable for all fees, costs, or expenses PREMIERE may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney fees, collection agency fees, or court costs incurred by PREMIERE. This Agreement may be terminated or suspended at the option of PREMIERE without liability or penalty by delivering to Client written notice of such termination or suspension at least ten (10) days prior to the effective date of such termination or suspension. In the event of early termination by the Client, Client shall be liable to PREMIERE for a termination penalty equal to one fourth of total contract.

PREMIERE'S Employees. Client acknowledges that PREMIERE's employees are a valuable asset to PREMIERE. Client agrees to pay PREMIERE an amount equal to twelve (12) months of salary for each PREMIERE employee who worked at Client's facility who is then hired by Client at any time during the term of this Agreement and for sixty (60) days thereafter. In addition, Client agrees to reimburse PREMIERE for all costs associated with any training PREMIERE provided to such employees during the three years before the date Client hires such employees.

Cancellation. This Agreement may be canceled without notice, at the option of PREMIERE, in the event PREMIERE's central station, connecting wires, or System within the Premises are destroyed by fire, or other catastrophe, or so substantially damaged that it is impractical to continue service and may likewise be canceled at the option of Client, in the event that the Premises are totally or substantially destroyed.

Hazardous Materials. PREMIERE's obligations expressly exclude any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos or PCBs, in or on the Premises. Client represents that, to the best of Client's knowledge, there are no hazardous materials or substances in or on the Premises that will in any way affect PREMIERE's Work or Services. Should PREMIERE become aware of or suspect the presence of hazardous materials or substances, PREMIERE shall have the right to stop the Work or Services in the affected area immediately and notify Client. Client will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable laws. Client agrees to assume responsibility for any claims arising out of or relating to the presence of hazardous materials or substances in or on the Premises.



Conflicts. It is understood and agreed by and between the parties, that if any conflict between this Agreement and Client's purchase order, or any other document exists, this Agreement will govern

Assignees/Subcontractors of PREMIERE. PREMIERE shall have the right to assign this Agreement to any other person, firm, or corporation and shall further have the right to subcontract any Work and/or Services, including, installation, monitoring, repair, or other services which it may perform, all without consent, but upon notice to Client. Client acknowledges that this Agreement, and particularly those paragraphs relating to PREMIERE limitation of liability, liquidated damages and indemnification, inure to the benefit of and are applicable to any assignees and or subcontractors of PREMIERE, and that they bind Client with respect to said assignees and or subcontractors with the same force and effect as they bind Client to PREMIERE.

Applicable law/Severability. This Agreement shall be governed by the laws of the State of North Carolina. In case one or more of the provision contained in these General Terms and Conditions should be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Notices; Limitation on Lawsuits; Jury Trial. Unless otherwise indicated, all notices must be in delivery, mail, or facsimile transmission at the respective addresses of PREMIERE and Client set forth in. CLIENT MUST BRING ANY CLAIM AGAINST PREMIERE WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CLIENT DOES NOT, CLIENT WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE PREMIERE AND/OR INSTITUTE OTHER PROCEEDINGS, AND PREMIERE SHALL HAVE NO LIABILITY TO CLIENT FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CLIENT PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT, WHICH APPLY TO ANY CLAIM, SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. PREMIERE AND CLIENT BOTH WAIVE THEIR RIGHT TO A JURY TRIAL.

LIMITATION OF LIABILITY. It is understood and agreed to by and between the parties hereto that: (1) PREMIERE is not an insurer nor is this agreement intended to be an insurance policy or a substitute for an insurance policy; (2) insurance, if any, shall be obtained by client; (3) the amounts being charged by PREMIERE are not sufficient to warrant or guarantee that either no loss or damage will occur or increased loss or damage will not occur; and (4) PREMIERE is not assuming responsibility for any losses which may occur, even if due to PREMIERE's negligent performance or failure to perform any obligation under this agreement or for any failure of system, work or services. **PREMIERE does not make any representations or warranties, including any implied warranty of merchantability or fitness for a particular purpose, that the system or services will provide the protection for which it is intended.** Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of work or services provided if, notwithstanding the above provisions there should arise any liability on the part of PREMIERE, in any respect, such liability shall be limited to \$500.00; (iii) and with respect to the system, solely as set forth in the general terms and conditions; and regardless of the type of transaction, these limitations of liability shall be exclusive. These sums shall be the complete and exclusive remedy and shall be paid and received as liquidated damages and not as a penalty. In the event that client wants to increase the maximum amount of such liquidated damages, customer may, obtain from PREMIERE a higher limit by paying an additional amount under a graduated scale of rates relating to the higher limits of liquidated damages. If this option is chosen, an additional rider shall be attached to this agreement setting forth the additional liability of PREMIERE and the additional charge.

INDEMNIFICATION. Client indemnifies PREMIERE, holds PREMIERE harmless, and agrees to defend PREMIERE from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including without limitation, strict liability and joint and several liability), costs and expenses (including, without limitation, fines, penalties and the reasonable costs of investigation, court costs, costs of arbitration, costs of appeal, and reasonable attorneys' fees) (collectively referred to as "Damages") arising out of or relating to, directly or indirectly: a breach of the Agreement by Client; or the action or inaction of PREMIERE in the performance of the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the recklessness or willful misconduct of PREMIERE, when deemed by a court of competent jurisdiction to have materially and directly contributed to the damages. As used in this paragraph, the term "PREMIERE" shall include PREMIERE's employees, agents, representatives, shareholders, officers, directors and subcontractors, at any level, and the subcontractors representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason, including without limitation, in receiving or responding to alarm signals. **The general terms and conditions contained in this agreement and the exhibits attached to and/or referenced in this agreement are incorporated herein, and, by reference, made a part hereof. Client acknowledges receiving a copy of this agreement and having read and understood all of its terms and conditions.**

ACKNOWLEDGEMENT

It is agreed and understood by the parties that this Agreement constitutes the entire agreement between the parties, and there are no verbal understandings changing or modifying any of the terms of this Agreement. This Agreement may not be changed, modified, or varied except by a writing signed and authorized by a representative of both parties. This Agreement shall not become binding on PREMIERE until signed by an authorized representative of PREMIERE as provided below.

Client Signature: _____
Printed Name: _____
Title: _____
Date: _____

Premiere Signature: _____
Printed Name: _____
Title: _____
Date: _____



SCHEDULE OF EQUIPMENT

Line #	MANF.	EQUIPMENT DESCRIPTION	PART #	Serial Number
1		SMALL CONFERENCE ROOM 124		
2	LG	75" 4K UHD DISPLAY	75UR640S9UD	
3	PEERLESS	WALL MOUNT	ST660	
4	YEALINK	A20 ZOOM SYSTEM	YEA-A20-020-ZOOM-	
5	BARCO	CLICKSHARE C-10 WIRELESS PRESENTATION	R9861511US	
6		SMALL CONFERENCE ROOM 125		
7	LG	75" 4K UHD DISPLAY	75UR640S9UD	
8	PEERLESS	WALL MOUNT	ST660	
9	YEALINK	A20 ZOOM SYSTEM	YEA-A20-020-ZOOM-	
10	BARCO	CLICKSHARE C-10 WIRELESS PRESENTATION	R9861511US	
11		HUDDLE ROOM 111		
12	LG	75" 4K UHD DISPLAY	75UR640S9UD	
13	PEERLESS	WALL MOUNT	ST660	
14	YEALINK	A20 ZOOM SYSTEM	YEA-A20-020-ZOOM-	
15	BARCO	CLICKSHARE C-10 WIRELESS PRESENTATION	R9861511US	
16		CONFERENCE ROOM 105		
17	NEULINE	65" INTERACTIVE DISPLAY	TT-6519RS	
18	PEERLESS	WALL MOUNT	ST660	
19	YEALINK	A20 ZOOM SYSTEM	YEA-A20-020-ZOOM-	
20	BARCO	CLICKSHARE C-10 WIRELESS PRESENTATION	R9861511US	
21		TRAINING ROOM 103		
22	LG	82" 4K UHD DISPLAY	86UR340C9UD	
23	PEERLESS	WALL MOUNT	ST670	
24	BIAMP	AUDIO DSP	TESIRAFORTE X-800	
25	BIAMP	AUDIO AMPLIFIER	TESIRA AMP-450BP	
26	BIAMP	CEILING SPEAKERS	DESONO C-IC6	
27	BIAMP	PENDANT CEILING MICROPHONE	PARLE TCM-1	
28	BIAMP	PENDANT CEILING EXT MICROPHONE	PARLE TCM-1EX	
29	BARCO	CLICKSHARE WIRELESS PRESENTATION	R9861511US	
30	YEALINK	ZVC840 SYSTEM	YEA-ZVC840-C2-310	
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Document Package Instructions

Please read carefully – missing a step will cause a delay in your transaction and / or a change to the terms quoted within due to rate expiration.

Dear Geraldine Gardner,

Thank you for choosing TAMCO for your financing needs. Once you have executed the enclosed Agreement, your equipment vendor/supplier will be paid for the full cost of the solution and your TAMCO Agreement will commence in accordance with the "Acceptance of Equipment" provision of the Agreement. **Therefore, your first payment will be due approximately 30 days after the receipt of your executed Agreement.**

Included in this document package are the following:

- a. Advance Payment Invoice
 - b. TAMCO Agreement
 - c. Schedule A: System Itemization
 - d. Authorization Agreement for Pre-Authorized Payments
 - e. Fed Ex / UPS Shipping Label
1. In order to expedite your order in a timely fashion, please read thoroughly, sign, and return the **ink-signed originals** as soon as possible. (****IMPORTANT**** the payment amount stated within was calculated using the finance rate in effect as of the date of this letter and is subject to change with 10-day notice to you. Prompt return of this package will help to avoid a change to the payment quoted to you.)
 2. Please ensure that: **Geraldine Gardner as Executive Director** has signed all X marks as indicated.
 3. The advance payment will be paid via ACH transfer from the bank account you provided on the ACH authorization form. In order to meet your installation date, please return the above items as soon as possible using the enclosed Fed Ex / UPS shipping label. Your equipment will not be installed until all documents have been received.

IF YOUR COMPANY IS SALES/USE TAX EXEMPT, PLEASE ALSO INCLUDE A COPY OF THE TAX EXEMPT CERTIFICATE.

If you have any questions, please feel free to contact us at (888) 350-1842.

TAMCO Capital Corporation

Attn: Maria Migueltoarena
28100 US Hwy 19 North, STE 300
Clearwater, FL 33761
Toll Free: (888) 350-1842
Fax: (727) 281-4041

INVOICE

INVOICE NO: 61442
May 26, 2022

TO: Centralina Counsel Of Governments
9815 David Taylor Drive Ste 100
Charlotte, NC 28262

REMIT TO: TAMCO Capital Corporation
Attn: Maria Migueltoarena
28100 US Hwy 19 North, STE 300
Clearwater, FL 33761

QUANTITY	DESCRIPTION	AMOUNT
	ADVANCE PAYMENT	\$3,428.00
	SALES TAX	\$248.53
TOTAL DUE		\$3,676.53

If you have any questions concerning this invoice, call 1.888.350.1842 and ask for: Maria Migueltoarena

THANK YOU FOR YOUR BUSINESS!



Shield Agreement (Deemed Acceptance)

Agreement Number: L408646-000

THIS IS A NON-CANCELABLE, LEGALLY BINDING CONTRACT

Customer Name: Centralina Counsel Of Governments		
Equipment Supplier: Premiere Communications & Consulting	Customer's Chief Executive Office – Street Address: 9815 David Taylor Drive Ste 100 Charlotte, NC 28262	Customer's Federal Tax ID: 56-0930373
		Customer's Telephone: (704) 348-2727

In this agreement, as it may be amended from time to time (the "Agreement"), the words "You" and "Your" mean the customer named above. "We," "Us" "Our" and "TAMCO" mean TAMCO Capital Corporation. "Supplier" means the equipment supplier named above. **This Agreement and the other documents executed and/or delivered by Us in connection with this Agreement represent the final and only agreement between You and Us regarding the subject matter herein and supersede any other oral or written agreements between You and Us. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement between You and the Supplier) are not binding on Us.**

1. **RENTAL OF EQUIPMENT** You agree to rent from Us the personal property listed below (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein and upon any terms as stated in any Modification Agreement now or hereafter from time to time executed by You and Us and made a part hereof, all upon the terms and conditions hereinafter set forth as supplemented with respect to each item of Equipment by the terms and conditions set forth in this Agreement and any Modification Agreement. You promise to pay to Us the Rental Payments shown below in accordance with the payment schedule set forth below and in any Modification Agreement entered into now or hereafter, plus all other amounts stated herein. This Agreement and any Modification Agreement entered into now or hereafter is binding on You as of the date You sign it. A prorata portion of the aggregated average of the Rental Payment based on a daily charge of one-thirtieth (1/30) of the Rental Payment from the date the Equipment has been delivered and accepted by You ("Commencement Date") to the first day of the base term shall be payable at the Commencement Date. The Base Term of this Agreement shall begin, at Our sole discretion, on a date not more than 30 days following the Commencement Date and terminate upon the expiration of the number of months stated under Base Term, above. Following the Commencement Date, Rental Payments and other Obligation payments are due on the same day of each month as the first day of the Base Term, payable to a location to be designated in writing. After You sign, We may insert any information missing in the boxes herein and change the payment amount by up to 15% due to a change in the Equipment or its cost or a tax or payment miscalculation. If the Equipment includes any software, You agree that (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Agreement. This Agreement and any obligation to fund is not binding on Us until signed by Us. We may refuse to sign for any reason in Our sole discretion, including without limitation changes in Your credit or condition, the value of the equipment, general economic conditions or Our policies and procedures. In the event that this Agreement does not commence for any reason, any Advance Payment or Security Deposit You have made is not refundable.

Initial Term: 60 months	Security Deposit (if any): \$0.00	Equipment Description: See Attached Schedule A
Advance Payment (if any): \$3,428.00 applied as FIRST and LAST payment.		
Rental Payment: \$1,714.00 per Month. Plus applicable sales/use taxes.		

2. **ACCEPTANCE OF EQUIPMENT.** You will inspect and test the Equipment upon its delivery and installation (if applicable) and you will notify us within ten (10) days of delivery and installation (if applicable) if the equipment is not satisfactory for all purposes of this Agreement. YOU AGREE THAT IF YOU FAIL TO NOTIFY US THAT THE EQUIPMENT IS NOT SATISFACTORY FOR ALL PURPOSES OF THIS AGREEMENT WITHIN TEN (10) DAYS OF DELIVERY AND INSTALLATION (if applicable), THEN THE EQUIPMENT SHALL BE IRREVOCABLY AND UNCONDITIONALLY ACCEPTED BY YOU. We may verify such information regarding delivery and acceptance of the equipment as we deem appropriate.

YOU HEREBY DIRECT US TO PAY THE EQUIPMENT VENDOR OR SUPPLIER FOR THE EQUIPMENT. INITIAL HERE:

3. **TERM; OPTIONAL RENEWAL TERM; AUTOMATIC RENEWAL.** The original term of this Agreement, as set forth above (the "Original Term"), will begin on the "Commencement Date" set forth below Our signature below, and is non-cancellable during the full Present Term. In addition to the Original Term, You may renew this Agreement for an additional thirty-six (36) month term (the "Optional Renewal Term"). The Rental Payment amount for the Optional Renewal Term will be 75% of the equipment portion of the Rental Payment amount then in effect. As used herein, "Present Term" means the term presently in effect at any time, whether it is the Original Term, an Optional Renewal Term or an Automatic Renewal Term (as defined below). Unless You notify Us in writing at least 60 days but not more than 120 days before the end of a Present Term (the "Notice Period") that You intend to either (i) renew the Agreement for the Optional Renewal Term or (ii) return the Equipment at the end of such Present Term then: (a) this Agreement will automatically renew for an additional one-year period (each, an "Automatic Renewal Term") and (b) the Rental Payment amount and all other terms of this Agreement will continue to apply. If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of a Present Term, then, promptly upon the expiration of such Present Term, You shall return the Equipment pursuant to Section 14 below. If this Agreement is renewed for an Optional Renewal Term or an Automatic Renewal Term, any Advance Payment shown above shall be applied to the last month of the applicable renewal term.

4. **RENTAL PAYMENTS.** Rental Payments, plus applicable taxes and other charges provided for herein, are payable in advance periodically as stated herein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge (as defined in Section 11) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of this Agreement. If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$35.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$25.00.

5. **UNCONDITIONAL OBLIGATION.** THIS AGREEMENT IS NON-CANCELABLE DURING THE INITIAL TERM AND ANY RENEWAL TERM. You agree that: (a) You, not We, selected the Equipment and the Supplier, (b) We are a separate company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), the Vendors are NOT Our agents, and no statement, representation or warranty by any Vendor is binding on Us, (c) Your duty to perform Your obligations hereunder is absolute and unconditional despite any Equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition whatsoever, (d) if You are a party to any maintenance, service, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Agreement (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from fully performing Your obligations to Us hereunder, and (e) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or maintenance or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to perform under this Agreement.

6. **INDEMNIFICATION.** You shall indemnify and defend Us against, and hold Us harmless for, any and all claims (including but not limited to claims for personal injury and death), actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination or cancellation of this Agreement.

7. **NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** You agree that the transaction documented in this Agreement is both a "lease" as defined in Sections 1-203 and 2A-103 of the Uniform Commercial Code ("UCC") and a "finance lease" as defined in Section 2A-103 of the UCC. To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. If it is determined that this Agreement is other than a "lease" as defined in the UCC, then You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract (if any) by which We acquire the Equipment. You may contact the Vendor(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferable warranties, if any, made to Us by the Vendor(s) of the Equipment.

THIS AGREEMENT IS NON-CANCELABLE. THE TERMS OF THIS AGREEMENT ARE CONTINUED ON THE REVERSE SIDE / NEXT PAGE. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ AND UNDERSTAND IT. PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IF YOU HAVE QUESTIONS.

Customer: Centralina Counsel Of Governments	Accepted by TAMCO Capital Corporation :
By: X _____ Date: _____	By: _____
Print name: Geraldine Gardner	ACCEPTANCE Date: _____ (to be filled in by TAMCO)
Corporate Title: Executive Director	

8. **DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT.** We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, whether performed prior to or after the Commencement Date. **We will own and have title to the Equipment (excluding any software) during the Agreement.** You agree that the Equipment is and shall remain personal property. Without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. **You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes.** You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("**Good Condition**").

9. **LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("**Property Insurance**") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("**Liability Insurance**") in an amount acceptable to Us, with Us named as "additional insured." You shall provide Us with satisfactory evidence of Property and Liability Insurance ("**Insurance Proof**"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. **If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance.** This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums, (collectively, the "**Insurance Charge**"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, **which may include a profit.** We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own, and (c) At our election, in lieu of obtaining Other Insurance, We may require You to pay a monthly additional fee of 2% of the equipment Cost. This fee is not calculated with reference to additional risk and constitutes additional profit for Us, but represents the basis on which We are willing to forbear from executing remedies and continue this Agreement without Required Insurance. You will receive no insurance coverage and will not be released from any obligations. We are not selling insurance. We will cease charging the additional fee or billing for Lease Insurance 30 days after You provide Insurance Proof and have complied with this section.

10. **ASSIGNMENT. YOU SHALL NOT SELL, TRANSFER, ASSIGN OR OTHERWISE ENCUMBER (collectively, "TRANSFER") THIS AGREEMENT, OR TRANSFER OR SUBLEASE ANY EQUIPMENT, IN WHOLE OR IN PART.** We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (a "**New Owner**"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (including, without limitation, Our obligations under Section 17 below) (if any). However, any such Transfer will not relieve us of our obligations to You under this Agreement. You agree not to assert against the New Owner any claim, defense or offset You may have against Us or any predecessor in interest.

11. **TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively, with such taxes, "**Governmental Charges**"). You agree to promptly pay Us, on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns, and You agree not to file any personal property tax returns. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a processing fee of up to \$250.00 (or as otherwise agreed) to cover Our investigation, documentation and other administrative costs in originating this Agreement. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request during this Agreement. **You agree that the fees set forth in this Agreement may include a profit.**

12. **SAVINGS CLAUSE.** **If any amount charged or collected under this Agreement is greater than the amount allowed by law, including, without limitation, any amount that exceeds applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder.**

13. **DEFAULT.** You will be in default hereunder if (1) You fail to pay any amount due hereunder within 10 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant set forth herein or in any other agreement between You and Us, and/or (3) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer a material adverse change in Your or their financial condition and, as a result thereof, or for any other reason, We deem Ourselves insecure. If You default, We may do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Agreement, (B) require You to cease using the Equipment and return it pursuant to Section 14 below, (C) take possession of and/or render the Equipment (including any software) unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all Periodic Payments and other amounts then due and past due, (ii) all remaining Periodic Payments for the Present Term plus Our residual interest in the Equipment as indicated by Our records, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), (iii) interest at the rate of Time-Value Interest on the amounts specified in clauses "i" and "ii" above from the date of demand to the date paid, and (iv) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "iv" referred to below as the "**Balance Due**"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of collection and enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("**Remarketing**") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "**Net Proceeds**"). If the Net Proceeds are greater than the Balance Due, We shall pay You such surplus. If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under this Agreement shall not constitute a waiver thereof. If We are holding any money belonging to You at any time during this Agreement, You agree that We may retain and utilize the same to cure or otherwise cover any default by You hereunder.

14. **RETURN OF EQUIPMENT.** If You are required to return the Equipment under this Agreement, You shall, at Your expense, send the Equipment to any location(s) that We designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (as defined in Section 8). If You are required to return the Equipment under Section 13, You shall do so promptly upon demand. If You are required to return the Equipment under Section 3, then (i) it must be received by Us in Good Condition within 15 days after the expiration of the Present Term, (ii) if it is not received in Good Condition or not received within 15 days of the date of demand, You agree to continue paying Rental Payments and all other amounts due hereunder until it is received and accepted (or put) by Us in Good Condition, and (iii) You agree to pay a handling and restocking fee of \$250.00 promptly upon demand.

15. **APPLICABLE LAW; VENUE; JURISDICTION.** **This Agreement shall be governed by the laws of the State of California (including, without limitation, the law of such State relating to all charges and fees provided for herein), but without regard to such State's choice-of-law laws. YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** Each provision of this Agreement shall be interpreted, to the maximum extent possible, so as to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder of the Agreement.

16. **MISCELLANEOUS.** You shall furnish Us with current financial statements upon Our request. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart that is marked "Original" and is in our possession shall constitute chattel paper under the UCC. The parties further agree that this Agreement and any related documents hereto may be authenticated by electronic means and You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature and Our original signature (whether affixed by or on behalf of Us) and held by Us will be the sole "original" chattel paper and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation was a material inducement to Us to pay the Vendor(s) and enter into this Agreement.

17. **SYSTEM REPLACEMENT GUARANTEE (SRG) and INSURANCE DEDUCTIBLE REIMBURSEMENT (IDR).** You may replace the Equipment under this Agreement at any time during a Present Term with no financial penalties or cancellation charges. We guarantee the rates provided to you for the system replacement will be the same rates offered to other customers with the same Equipment. In order to qualify, the system replacement must meet the following conditions: (i) A justification of the need for the new technology whereby you are replacing the Equipment because another platform is developed that scales larger than your current Equipment or delivers new feature/functionality and your current Equipment cannot meet those new requirements (ii) The SRG must be exercised through the originating Vendor (ii) You must enter into a new contract with Us for the new Equipment for a term equal to the Original Term of this Agreement and with a payment amount greater than or equal to the Rental Payment hereunder (iv) You apply for and receive credit approval from Us for the new contract (v) the new Equipment configuration must be approved by Us and (vi) You return the existing Equipment as provided in Section 14 above. The Insurance Deductible Reimbursement is applicable to events which are unforeseen and uncontrollable natural events specifically: a hurricane, earthquake, flood, lightning or tornado ("Act of God Event"). In such an event, provided You are not in default of the Agreement, We will reimburse You up to \$5000.00 for any direct out of pocket costs You incurred specifically to cover an insurance deductible for the Equipment associated with an "Act of God Event" . Such reimbursement is applicable only one time during the Original Term of the Agreement.

Agreement #L408646-000

Customer's Initials:



Shield Agreement #: L408646-000 (the "Agreement")

This Schedule A is part of the above referenced Agreement. The referenced Agreement is incorporated herein by reference. This Schedule A supersedes only the Equipment Description section contained in the Agreement.

Customer: Centralina Counsel Of Governments
Equipment Address: 10735 David Taylor Dr
Charlotte, NC 28262

SYSTEM ITEMIZATION

SMALL CONFERENCE ROOM 124

- 1 LG 75" 4K UHD DISPLA
- 1 WALL MOUNT
- 1 YEALINK A20 ZOOM SYSTEM
- 1 BARCO CLICKSHARE C-10 WIRELESS PRESENTATION
- 1 CABLES, CONNECTORS

SMALL CONFERENCE ROOM 125

- 1 LG 75" 4K UHD DISPLAY
- 1 WALL MOUNT
- 1 YEALINK A20 ZOOM SYSTEM
- 1 BARCO CLICKSHARE C-10 WIRELESS PRESENTATION
- 1 CABLES, CONNECTORS

HUDDLE ROOM 111

- 1 LG 75" 4K UHD DISPLAY
- 1 WALL MOUNT
- 1 YEALINK A20 ZOOM SYSTEM
- 1 CLICKSHARE C-10 WIRELESS PRESENTATION
- 1 CABLES, CONNECTORS

CONFERENCE ROOM 105

- 1 NEWLINE 65" INTERACTIVE DISPLAY
- 1 WALL MOUNT
- 1 YEALINK A20 ZOOM SYSTEM
- 1 BARCO CLICKSHARE C-10 WIRELESS PRESENTATION
- 1 CABLES, CONNECTORS

TRAINING ROOM 103

- 2 LG 82" 4K UHD DISPLAY
- 2 WALL MOUN
- 1 AUDIO DSP
- 1 AUDIO AMPLIFIER
- 6 CEILING SPEAKERS
- 2 PENDANT CEILING MICROPHONE
- 4 PENDANT CEILING EXT MICROPHONE
- 1 BARCO CLICKSHARE WIRELESS PRESENTATION
- 1 YEALINK ZVC840 SYSTEM
- 1 CABLES, CONNECTORS
- 1 Shipping
- 1 Installation

Customer's Signature **X**

Date:



AUTHORIZATION AGREEMENT FOR PRE-AUTHORIZED PAYMENTS

To facilitate transactions associated with Agreement Number L408646-000 between TAMCO, (hereinafter referred to as "TAMCO") and Centralina Counsel Of Governments (hereinafter referred to as "Customer") Customer hereby authorizes TAMCO to initiate debit entries to the checking account indicated below and Customer hereby authorizes the depositing financial institution named below (hereinafter referred to as "the Depository"), to enter such debits or credit to such account.

Name of Financial Institution _____
Account Number _____
ABA Number _____ (9-Digit number on bottom of check)
SSN/Tax ID# _____

Please attach a copy of a voided check for the above account

It is understood that TAMCO will process debit entries to the above-referenced account on or after the **1st** day of each month in an amount not to exceed any amounts outstanding at any time, except as otherwise provided herein.

Customer represents to TAMCO that all persons whose signatures are required to withdraw funds from the above-referenced account have executed this authorization agreement.

Customer hereby acknowledges that TAMCO may process debit entries for scheduled payments or any other sum due and payable to TAMCO pursuant to the referenced Agreement between TAMCO and Customer. Customer also acknowledges that TAMCO may assign the Agreement to a third party financing source and that assignee may then initiate debit entries per this authorization.

This authorization shall remain in effect until such further written notification is received from the undersigned 14 business days before the due date.

Customer hereby acknowledges that it has received a copy of this authorization agreement for its records.

Customer Name: **Centralina Counsel Of Governments**

By: _____ Title: _____
Name: _____ Date: _____

"Delivery of this document bearing a facsimile, copied or electronically transmitted signature or signatures shall have the same force and effect as if the document bore an original signature."



CENTRALINA

REGIONAL COUNCIL

Item 7



Board Agenda Item Cover Sheet

Board Meeting Date:	June 11, 2022	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Denise Strosser	Presentation Time:	5 minutes			
Presenter at Meeting:	Denise Strosser	Phone Number:	704-372-2416			
		Email:	dstrosser@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Finance	Department Head Approval:	Denise Strosser			
Description of Agenda Item:						
<p>The Executive Board is asked to review and approve the amendments to FY 2022 operating and grants budgets.</p>						
Background & Basis of Recommendations:						
<p>A placeholder budget was recommended by the Executive Board on January 13, 2021 and adopted by the Board of Delegates on February 10, 2021 as required by Centralina Regional Council's Charter. This initial "placeholder" budget is developed prior to receiving information from various state and federal agencies. This fourth amendment represents changes to reflect federal and state grant allocations as of May 24, 2022 as well as other contracts received and confirmed since the adoption of the budget. We will continue to update the budget as new funds are received from new business contracts or grants from state and federal agencies. The attached amendments are to replace the placeholder budget and any prior amendments with current and up-to-date funding and expenditures.</p>						
Action / Recommendation:						
Motion to approve amendments to the operating and grants budgets for FY 2022.						
Time Sensitivity: <i>(none or explain)</i>	Before June 30, 2022.					
Budget Impact: <i>(none or explain)</i>	As indicated on attachment.					
Attachments: <i>(none or list)</i>	Operating and Grant Budget Amendment					

Fiscal Year 2021 - 2022 Operating Budget Ordinance Amendment

ANTICIPATED REVENUES	Placeholder FY21-2022 <u>Budget</u>	10.31.2021 FY21-2022 <u>Budget</u>	11.30.2021 FY21-2022 <u>Budget</u>	02.28.2022 FY21-2022 <u>Budget</u>	05.24.22 FY21-2022 <u>Budget</u>	<u>Net change</u>
Program Revenues						
Restricted Intergovernmental Revenue	3,525,000	4,498,453	4,462,830	4,598,816	4,671,071	72,255
Technical Assistance Projects	1,500,000	1,001,825	1,168,485	1,208,083	1,277,187	69,104
Other Program Revenue	750,000	692,453	686,579	648,129	681,018	32,889
Fund Balance Appropriated	-	270,437	307,479	270,000	270,000	-
Total Program Revenue	<u>5,775,000</u>	<u>6,463,168</u>	<u>6,625,373</u>	<u>6,725,028</u>	<u>6,899,276</u>	<u>174,248</u>
Other Revenues						
Member Dues Support	890,000	908,784	910,000	910,000	910,000	-
Interest and Other Revenue	3,000	-	1,000	1,000	1,000	-
Total Other Revenues	<u>893,000</u>	<u>908,784</u>	<u>911,000</u>	<u>911,000</u>	<u>911,000</u>	<u>-</u>
TOTAL ANTICIPATED REVENUES	<u>6,668,000</u>	<u>7,371,952</u>	<u>7,536,373</u>	<u>7,636,028</u>	<u>7,810,276</u>	<u>174,248</u>
EXPENSE APPROPRIATIONS						
Member services, Board and committees	350,000	275,299	279,299	308,449	349,070	40,621
Management and Business Operations	1,900,000	1,997,642	2,034,047	2,001,806	1,994,909	(6,897)
Information Technology	160,000	166,220	166,220	166,720	171,720	5,000
Community and Economic Development Depart.	990,000	913,026	1,042,690	1,183,208	1,248,750	65,542
Planning Department	1,909,000	1,311,642	1,336,478	1,267,224	1,283,381	16,157
Area Agency on Aging Department	2,300,000	3,387,118	3,347,102	3,400,614	3,443,132	42,518
Workforce Development Department	950,000	946,054	950,447	950,447	951,403	956
Indirect Costs Representation	(1,891,000)	(1,625,049)	(1,619,910)	(1,642,440)	(1,632,089)	10,351
TOTAL EXPENSE APPROPRIATIONS	<u>6,668,000</u>	<u>7,371,952</u>	<u>7,536,373</u>	<u>7,636,028</u>	<u>7,810,276</u>	<u>174,248</u>

Fiscal Year 2021-2022 Grant Pass Through Budgets Amendment

<u>Program</u>	<u>Placeholder FY221-2022 Budget</u>	<u>10.30.2021 FY2021-2022 Budget</u>	<u>11.30.2021 FY2021-2022 Budget</u>	<u>03.21.2022 FY2021-2022 Budget</u>	<u>05.24.2022 FY2021-2022 Budget</u>
Area Agency on Aging					
HCC Block Grant	9,850,000	9,992,458	9,992,458	9,992,458	9,992,458
USDA Supplement	650,000 (1)	650,000	650,000	650,000	650,000
Title III-B Legal	85,000	88,405	88,405	88,405	88,405
Family Caregiver	520,000	555,020	555,020	555,020	555,020
Disease Prevention/Health Promotion	40,000	55,000	55,000	55,000	55,000
State Senior Center General Purpose	120,000	119,835	119,835	119,835	119,835
Heat Fan Relief	15,000	14,363	14,363	14,363	14,363
Families First	-	56,058	56,058	56,058	56,058
CARES HCC Block Grant	250,000	1,264,229	1,264,229	1,264,229	1,264,229
Supplemental Nutrition	-	763,729	763,729	763,729	763,729
	<u>11,530,000</u>	<u>13,559,097</u>	<u>13,559,097</u>	<u>13,559,097</u>	<u>13,559,097</u>
<i>(1) This program does not have a lump sum authorization currently. It is authorized at .75 per meal. Current Authorization is an estimate.</i>					
Workforce Development					
WIOA - XX-4010 Administrative Cost Pool	50,000	110,900	110,900	110,900	119,944
WIOA XX-4020 Adult Services	1,097,000	1,194,675	1,194,675	1,229,675	1,229,675
WIOA XX-4030 Dislocated Worker	955,000	992,209	992,209	957,209	957,209
WIOA XX-4040 Youth Services	995,000	1,172,304	1,172,304	1,172,304	1,172,304
WIOA XX-4050 Youth Imitative	-	83,469	83,469	83,469	83,469
WIOA XX-4050 Finish Line Grant	20,000	112,891	112,891	112,891	112,891
WIOA XX- XXXX Infrastructure Cost	85,000	96,108	96,108	96,108	96,108
WIOA NC Works Innovation Fund	-	182,424	182,425	182,425	182,425
NDWG COVID 2X-3130	80,000	250,322	250,322	250,322	250,322
	<u>3,282,000</u>	<u>4,195,302</u>	<u>4,195,303</u>	<u>4,195,303</u>	<u>4,204,347</u>
Total Grant	<u>14,812,000</u>	<u>17,754,399</u>	<u>17,754,400</u>	<u>17,754,400</u>	<u>17,763,444</u>



CENTRALINA

REGIONAL COUNCIL

Item 8



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2022	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Denise Strosser	Presentation Time:	5 minutes, if needed			
Presenter at Meeting:	Denise Strosser	Phone Number:	704-348-2704			
		Email:	dstrosser@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Submitting Department:	Finance	Department Head Approval:	Denise Strosser			
Description of Agenda Item:						
<p>We recommend the Executive Board of Centralina Regional Council approve delegating the Board's Finance Committee authority to approve the final FY21-22 budget amendments to the Centralina Regional Council Annual Operating and Pass-through Budget Ordinances for the fiscal year ending June 30, 2022.</p> <p>Since there is only one Board meeting in June and it is early in the month, final amendments may still be needed to the FY21-22 budgets. These budgets are amended to reflect current year revenues and expenditures. The North Carolina General Statutes require governmental entities have a balanced budget and expenditures not exceed the budget as approved by the governing body.</p> <p>Management requests the Board allow the Finance Committee to meet and approve the final amended operating and pass-through budgets to reflect changes to revenue and expenditures for the FY21-22. The final amended budgets as approved by the Finance Committee are to be presented to the Executive Board at the first scheduled Executive Board meeting after June 30, 2022.</p>						
Background & Basis of Recommendations:						
<p>These budgets are adjusted when new grants are awarded, revised or any other additions or changes to funding sources or expenditures are received to ensure expenditures are appropriated prior to incurring the expenditure.</p>						
Requested Action / Recommendation:						
<p>Motion authorizing the Finance Committee to approve the final FY 2022 budget amendments for the annual operating grants budgets on behalf of the Executive Board on or prior to June 30, 2022.</p>						
Time Sensitivity: (none or explain)	<p>The final amendments as approved by the Finance Committee to the current year operating and pass-through budgets must occur on or before June 30, 2022. Management will submit the final budget</p>					

	amendments to the full Executive Board at the first scheduled Executive Board meeting after June 30, 2022.
Budget Impact: <i>(none or explain)</i>	Because General Statute 159-8 requires operation under a balanced budget, this budget includes estimated revenue. This revenue is reviewed regularly, and the budget is adjusted to reflect more accurately the true anticipated revenue while ensuring that all expenditures are budgeted before being appropriated.
Attachments: <i>(none or list)</i>	None



CENTRALINA

REGIONAL COUNCIL

Item 9



**Executive Board Virtual Meeting Minutes
April 13, 2022**

Officers Present	Board Members Present	Board Members Not Present	Centralina Staff and Guests Present
Bobby Compton, Chairman William Morgan, Treasurer Jarvis Woodburn, Secretary	Karen Alexander Brittany Barnhardt Cathy Davis Larken Egleston Martha Sue Hall Corinthia Lewis-Lemon Pedro Morey Christine Poinsette Elaine Powell Jennifer Stepp David Williams	Peter Ascitutto Darrell Hinnant Gene Houpe Bob Hovis Jay McCosh, Vice Chairman Lynn Shue Amelia Stinson-Wesley	Nina Barrett Austin Caton Connor Choka Christina Danis Geraldine Gardner Debi Lee Linda Miller Sherika Rich Denise Strosser Jason Wager Kelly Weston Venecia White Guests Leslie Mazingo, Strategics Consulting

Call to Order

Chairman Bobby Compton, Town of Mooresville, called the meeting to order.

Kelly Weston, Clerk to the Board, called roll and noted that a quorum was present.

Moment of Silence

Chairman Compton called for a moment of silence.

Amendments to the Agenda.

There were no amendments to the agenda.

Consent Agenda

- 1. Resolution of Support for NC Department of Transportation FY23 Public Transportation Program Funding**
- 2. Title VI Plan Update Approval**
- 3. Office Furniture Contract Authorization**
- 4. FY22 Budget Amendment**
- 5. Approval of the March 9, 2022 Executive Board Meeting Minutes**

Treasurer William Morgan, City of Statesville, made a motion to approve the Consent Agenda. Mayor Karen Alexander, City of Salisbury, seconded the motion and it carried unanimously.

6. Federal Relations Update

Leslie Mazingo, Strategics Consulting, presented an overview of the performance report of federal relations activities since the March Executive Board meeting.

Mayor Alexander made a motion to accept the Strategics Consulting performance report for March 2022. Mayor Pro Tem Martha Sue Hall, City of Albemarle, seconded the motion and it carried unanimously.

7. FY23-FY26 Strategic Planning Vision and Goal Setting

Geraldine Gardner, Executive Director, presented an overview of the elements of Centralina's strategic plan. She explained that there are no proposed changes to the current mission statement. She noted that staff is in the process of assessing the organization's current core values. She also shared staff's insights on the organizational vision.

Ms. Gardner facilitated a visioning exercise with the Board Members in which they provided feedback in response to the following questions: What is Centralina known for 10 years from now? How can we be different from other regional councils? What is our lasting impact?

Ms. Gardner presented a timeline of board engagement in the strategic planning process. She noted that the Board of Delegates will receive an update on the process at its May meeting and approve the final plan at its August meeting.

8. ARPA Peer Consortium Launch Briefing

Ms. Weston explained that the state budget enacted in November 2021 included funding for the NC Association of Regional Councils of Government (NCARCOG), the NC League of Municipalities, and the NC Association of County Commissioners to provide guidance and technical assistance to local governments in administering their American Rescue Plan Act (ARPA) allocations. She noted that as part of this directive, Centralina has developed a Peer Consortium and monitoring services for its members.

Nina Barrett, Government Affairs and Member Engagement Coordinator, explained that the Peer Consortium is a shared learning experience for member governments interested in strategic support for administering their ARPA funds. She presented a recap of the Consortium kickoff meeting, as well as an overview of upcoming meeting topics, resources and tools to be provided, and participating local governments.

Ms. Weston requested the Executive Board assist in spreading the word about Centralina's ARPA support by sharing an update on available services and contacting their Member Liaison if their community needs support.

9. Centralina Grant Services Overview

Ms. Weston explained that Centralina connects members with resources to pursue funding opportunities. She further explained that the organization distributes a monthly listing and annual forecast of federal grants, hosts grant training webinars, and provides letters of support for members' grant applications. She noted that staff can provide strategy sessions and assist with administering grants once they have been awarded. She forecasted that Centralina will begin offering grant writing services through a partnership with a professional grant writing firm.

10. Secretary and Treasurer Installation

Ms. Weston administered the Oath of Office to Secretary Woodburn and Treasurer Morgan.

Comments from the Executive Board and Centralina Staff

There were no comments from the Executive Board or Centralina Staff.

Comments from the Executive Director

Ms. Gardner reported that Centralina is nearing the end of its office move project and anticipates moving into its new office in early June.

She also reported that on August 4th and 5th, Centralina will host the NCARCOG meetings for COG executive directors and the association's Forum board comprised of elected officials. She noted that there is interest in holding a networking event that would provide an opportunity for Executive Board Members to meet with other elected officials from across the state.

She further reported that NCARCOG has finalized its legislative agenda and will host a Legislative Day in Raleigh on June 7th. She requested that Executive Board Members let Centralina staff know if they are interested in attending that event.

Comments from the Chair

Chairman Compton noted that the Board of Delegates will meet on May 11th at 5:00 p.m. via Zoom. He asked that the Executive Board Members encourage the attendance of other Delegates within their counties.

Adjournment

With no further business to be discussed, Chairman Compton adjourned the meeting at 6:10 p.m.



CENTRALINA

REGIONAL COUNCIL

Item 10



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2022	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Geraldine Gardner	Presentation Time:	10 minutes			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Alternate Contact:	Venecia Rock White	Phone Number:				
		Email:	vrock@centralina.org			
Submitting Department:	Admin/Executive	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>The Executive Board is asked to review and approve the annual proposal for staff salary adjustments for FY23.</p>						
Background & Basis of Recommendations:						
<p>It has been Centralina's practice to receive authorization for implementation of salary increases from the Executive Board each year. For the last nine years, a salary adjustment of 2.0 – 2.5% has been approved and implemented; the adjustments have been made either based on an across-the-board increase and/or employee performance.</p> <p>Currently, Centralina is more than halfway through a Pay and Classification Study, which is the first study to be completed in over five years. Centralina is working with Segal Consulting on the study and we expect to receive the compensation recommendations in the 1st quarter of FY23.</p> <p>Given inflation and competitive labor markets, management recommends an immediate across the board increase of 5% (guided by Centralina's personnel policy) to take effect on July 1, 2022. The percentage increase is consistent with other Councils of Government statewide and is an important investment in our personnel during this disruptive time. The total incremental cost of the 5% across the board salary increase is approximately \$121,000. Of this, 92% will be charged to federal and state grants, technical assistance contracts, and direct/indirect cost allocation. Only 6% or approximately \$7,000 is expected to be covered by membership dues allocation.</p> <p>Management expects to receive recommendations from the Pay & Classification Study that will require additional investments to bring salaries up to market and address potential salary compression issues. To that end, management has also budgeted a reserve amount of \$169,000 in FY23 to implement recommendations. In developing the implementation approach, individual performance will be taken into consideration. As above, it is expected that approximately 90% of the reserve pool will be absorbed through federal and state grants, technical assistance contracts, and direct/indirect cost allocation.</p>						

Both the initial across the board increase and the reserve funds for study implementation are budgeted in FY23 with committed revenues.

Requested Action / Recommendation:

Motion to approve the FY23 compensation approach which includes a 5% across the board increase with a minimum increase for eligible employees and a reserve pool of \$169,000 to implement recommendations from the Pay & Classification Study.

Time Sensitivity:
(none or explain)

Approval needed to inform FY23 budgeting.

Budget Impact:
(none or explain)

\$121,000 phase 1 across the board increase for FY23
\$169,000 phase 2 pay and class implementation pool for FY23

Attachments:
(none or list)

None



CENTRALINA

REGIONAL COUNCIL

Item 11



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2022	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Kelly Weston	Presentation Time:	10 minutes			
Presenter at Meeting:	Leslie Mozingo	Phone Number:	202-255-5760			
		Email:	leslie@strategics.consulting			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Government Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>Leslie Mozingo, Strategics Consulting, will present an update on Centralina's federal relations efforts, including a performance report of activities for April through May 2022 and an annual report of activities for the past year from July 2021 through June 2022.</p>						
Background & Basis of Recommendations:						
<p>Since 2015, Centralina 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>Motion to accept the Strategics Consulting performance report for April through May 2022 and the Federal Relations Annual Report for July 2021 through June 2022.</p>						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	<ul style="list-style-type: none"> • Goals and Activities for Strategics Consulting: April – May 2022 Report • Federal Relations Annual Report: July 2021 – June 2022 					

GOALS AND ACTIVITIES FOR STRATEGICS CONSULTING APRIL – MAY 2022 REPORT

- 1. Build, maintain and enhance relationships with Members of Congress and the federal agencies**
 - Communicated with congressional offices regarding FY23 Appropriations for programs, requested language and project funding.
 - Requested assistance from Governor’s NC Washington Office for connection with Federal Co-Chairperson of the Southeast Crescent Regional Commission (SCRC).

- 2. Develop advocacy strategies around the approved Federal Action Plan on regional priorities and implement in coordination with Centralina’s management**
 - Presented to Executive Board at April meeting.
 - Updated Federal Relations Calendar for, and participated in, biweekly calls with ED.
 - Developed strategy for securing appropriations language encouraging regionalism in competitive grants and worked with Centralina’s Congressional Delegation to secure bipartisan support. Congressman Ted Budd took the lead on a letter cosigned by Congressman Richard Hudson and Congresswoman Alma Adams to request the language with seven subcommittees, the most ever.
 - Communicated with ED on strategy for FY23 Community Projects Funding request, provided necessary materials, advocated for project, and provided link to projects sponsored by Congresswoman Alma, including **\$1 million for Centralina**. The project will address affordable housing preservation for low-and moderate-income elderly, veteran, and disabled homeowners. This funding is not final, but making the list of only 15 requests that Congresswoman Adams was allowed to sponsor is a very important first step.

- 3. Provide information and support related to federal grant opportunities in coordination with Centralina staff**
 - Provided weekly Grants Alerts, as well as individual notices such as U.S. Department of Transportation grants and webinars on two key Bipartisan Infrastructure Law (BIL) notices of funding opportunity that are open to application this summer (Safe Streets and Roads for All and Reconnecting Communities). Participated in webinars on same.
 - Sent update on House floor consideration of legislation to reauthorization the Workforce Innovation and Opportunity Act and researched floor amendments.
 - Wrote two Capital Corner entries to update membership on federal legislation and the appropriations process.
 - Researched cyber-security funding opportunities and prepared slides for presentation to Regional Managers.
 - Provided updates on ARP flexibility, White House Equity Action Plans, staff changes in congressional offices, and other information as relevant.
 - Presented to Regional Managers on newest developments under BIL implementation.

- 4. Respond to trouble shooting requests from members and Centralina on federal issues**
 - Answered questions from members related to ARP funding and reporting.

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

Centralina Regional Council
FEDERAL RELATIONS ANNUAL REPORT
July 2021 – June 2022

Thank you for allowing Strategics Consulting to provide federal advocacy and government relations services to the Centralina Regional Council. Each year, the level of awareness about Centralina’s innovative work, the stronger relationships built and maintained with the region’s Congressional Delegation and the federal agencies, and their interest in working in partnership with Centralina, continues to grow. For example, this year Congressman Ted Budd’s office took the lead on a bi-partisan letter cosigned by Congressman Richard Hudson and Congresswoman Alma Adams to request the annual appropriations language with seven subcommittees, the most ever. Also, **Centralina has \$1 million pending** to address affordable housing preservation for low-and moderate-income elderly, veteran, and disabled homeowners in Community Projects Funding as one of only 15 requests that Congresswoman Alma Adams was allowed to sponsor in FY23 Appropriations.

The following are some additional highlights of the work performed by Strategics Consulting during the past two years:

- ✓ Coordinated NC meetings and virtual meetings during COVID-19 restrictions with members of Centralina’s Congressional Delegation and their staff; prepared and sent background information prior to each meeting to attendees; provided Centralina briefing materials electronically to congressional offices in advance of meetings; and followed up with all accordingly.
- ✓ Arranged for U.S. Senator Thom Tillis to attend Board meeting (Senator’s staff attended when the Senator’s schedule changed), coordinated details and prepared relevant information for his office.
- ✓ Worked with Centralina’s Executive Director to revise Federal Action Plan and strategies for implementing those priorities, and participated in bimonthly calls strategy sessions to discuss action items, federal updates, and more.
- ✓ Secured FY22 Appropriations Report Language to give more attention to regional councils and regional collaboration. The language must be repeated each year, so as noted above we are currently working on FY23.
- ✓ Wrote Capital Corner entries monthly for Centralina’s newsletter and advised on opportunities to share social media related to actions taken by congressional delegation.
- ✓ Reported personally to all Executive Board meetings, as well as several more meetings of the Board of Delegates and Regional Managers.
- ✓ Responded to new issues and provided breakdowns of very large, complicated bills such as the Infrastructure Investment and Jobs Act (IIJA) / Bipartisan Infrastructure Law (BIL), as well as provided expertise through webinar presentations and answering ongoing questions regarding eligibility and more. For example, participated as a panelist on Centralina’s webinar explaining details of the IIJA, one of the first in the nation to occur after Congress passed the legislation.
- ✓ Tracked and reported on changes to American Rescue Plan Act guidance and answered questions related to eligibility, compliance, and reporting.
- ✓ Prepared federal support materials such as changes in congressional offices with updates to contact information and combined House and Senate congressional calendars to identify best times for local meetings and events.

- ✓ Provided regular updates on individual grant opportunities, a now weekly list of all published funding opportunities for local governments, and a quarterly update on competitive grants forthcoming that is updated twice a year.
- ✓ Participated in federal agency webinars; wrote letters of support for congressional offices on grant applications and programs and coordinated delivery of same; arranged calls with federal agencies; evaluated previously unsuccessful applications and made recommendations for improvement; shared key political contacts; advised on talking points for individual meetings; recommended grant programs and how to make applications more competitive. These tasks were performed for both Centralina Regional Council and for specific member governments.

Although this list is not all inclusive, it does represent the variety of positive work and a few key successful outcomes for Centralina that has occurred while Strategics Consulting has advocated on the organization's behalf. Still, there is always room for improvement and I welcome suggestions that will help me and my team serve you and your constituents better. I also remain personally committed to ensuring that every year you entrust Strategics with your federal advocacy needs will be better than the last.

Respectfully,



Leslie C. Mazingo
Owner and CEO
(202) 255-5760
leslie@strategics.consulting



CENTRALINA

REGIONAL COUNCIL

Item 12

Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2022	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Geraldine Gardner	Presentation Time:	15 minutes			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Alternate Contact:		Phone Number:				
		Email:				
Submitting Department:	Administration	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>Centralina will provide the Executive Board with an update on the strategic planning process, including vision statement options, refined core values and goals for the next three-year period. Executive Board members are asked to review the attached Strategic Plan Draft Framework which will be reviewed at the meeting.</p>						
Background & Basis of Recommendations:						
<p>Centralina is in the process of updating its strategic plan for the next three-year planning period. Here is a brief overview of the strategic plan components and current status:</p> <ul style="list-style-type: none"> • Vision: Vision statement options have been revised based on staff and Board of Delegates input. • Mission: Retaining current mission statement; no changes proposed. <i>Centralina leads regional collaboration and sparks local action to expand opportunity and improve quality of life.</i> • Values: Centralina's Culture and Development Team has completed its staff engagement process and have updated the core values statements. • Goals: Four goals have been developed based on our three levels of impact: regional collaboration; local government support; and service delivery. • Strategies & Annual Workplan: Department and program teams are in the process of developing strategies to support the strategic plan goals and actions for the annual FY23 workplan. <p>The Executive Director will share an update on the FY23 workplan development and next steps to finalize the plan in time for the August Board of Delegates meeting.</p>						
Requested Action / Recommendation:						
Receive as information and provide feedback as requested during the meeting.						
Time Sensitivity: <i>(none or explain)</i>	Feedback from the Board at this stage of the process will be helpful to meeting the timeline for the strategic planning process.					
Budget Impact: <i>(none or explain)</i>	None.					
Attachments: <i>(none or list)</i>	Strategic Plan Framework Draft					



CENTRALINA STRATEGIC PLAN

FY22-23 to FY24-25 (July 1, 2022 – June 30, 2025)

OUR FOUNDATION

Vision (Working Options)

- A. Centralina is a collaborative organization and a trusted partner at the heart of a connected region.
- B. Centralina is a collaborative organization and a trusted partner leading the region, communities and individuals towards a thriving future.

Mission

Our mission is to lead regional collaboration and spark local action to expand opportunity and improve quality of life. We do this through creative problem solving, innovative service delivery and support to our local governments.

Goals

1. Lead regional engagement to prepare, plan and act on issues that respond to today's needs and tomorrow's opportunities.
2. Equip local governments with information, resources and technical assistance that enable them to do their best work.
3. Offer person-centered services and assistance that enhance an individuals' ability to thrive.
4. Strive for organizational excellence by investing in our employees, promoting our work and building efficient systems.

Values

We **LEAD** in the way we **ACT** with each other and our customers.

- **L**isten and speak with care
- **E**mbrace boldness and flexibility
- **A**ffirm that differences matter
- **D**rive Collaboration
- **A**ct with integrity
- **C**ommit to our communities
- **T**ake care of ourselves and each other



CENTRALINA STRATEGIC PLAN

FY22-23 to FY24-25 (July 1, 2022 – June 30, 2025)

We LEAD in the way we ACT with each other and our customers.	What does this look like?		
Listen and Speak With Care	<ul style="list-style-type: none"> • We take time to praise each other and practice gratitude. 	<ul style="list-style-type: none"> • We actively listen before being heard, practicing empathy and speaking with precision and care. 	<ul style="list-style-type: none"> • We are open to feedback on how we can adapt and improve.
Embrace boldness and flexibility	<ul style="list-style-type: none"> • We are innovative and not afraid to take risks. 	<ul style="list-style-type: none"> • We are flexible in both independent and collaborative tasks while working remotely. 	<ul style="list-style-type: none"> • We are open minded leaders that look to the future and anticipate what's next.
Affirm that differences matter	<ul style="list-style-type: none"> • We acknowledge and appreciate that we are all unique individuals. 	<ul style="list-style-type: none"> • We actively engage to understand other unique perspectives, needs and experiences. 	<ul style="list-style-type: none"> • We adapt how we present our expertise so that it is accessible to all.
Drive Collaboration	<ul style="list-style-type: none"> • We serve as subject-matter experts (SMEs) to ensure our organization is able to meet critical business needs. 	<ul style="list-style-type: none"> • We acknowledge that we are better together! 	<ul style="list-style-type: none"> • We adopt a One Centralina mindset by creating opportunities for teamwork within and across all areas.
Act with integrity	<ul style="list-style-type: none"> • We are mindful of the impact that our actions and decisions have on others. 	<ul style="list-style-type: none"> • We work to build trust through honest relationships and acting in good faith. 	<ul style="list-style-type: none"> • We adhere to the highest level of ethics and authenticity.
Commit to our communities	<ul style="list-style-type: none"> • We are proactive in engaging our communities. 	<ul style="list-style-type: none"> • We invest in learning about our communities. 	<ul style="list-style-type: none"> • We foster relationships with local leaders to build bridges for our communities.
Take care of ourselves and each other	<ul style="list-style-type: none"> • We practice and support a healthy work-life balance. 	<ul style="list-style-type: none"> • We intentionally take action to improve our physical and mental health. 	<ul style="list-style-type: none"> • We are aware when our teammates are in need and offer support.