



Executive Board Meeting Agenda

Wednesday, January 10, 2024
 In-Person with a virtual option
 Join by computer:
<https://us06web.zoom.us/j/85855172282>
Meeting ID: 858 5517 2282

Vice Chair Jay McCosh will convene a meeting of the Centralina Executive Board **on Wednesday, January 10, 2023, at 5:00 pm**. The meeting will be held in person at the Centralina office (located at 10735 David Taylor Dr., Suite 250, Charlotte, NC 28262). The Zoom link is available (above) if you plan to attend virtually.

Time	Item	Presenter
5:00 p.m.	Call to Order	Jay McCosh
	Roll Call	
	Pledge of Allegiance	
	Amendments to the Agenda (if any)	
Consent Items: <i>Consent agenda items may be considered in one motion and without discussion except for those items removed by a Board Member.</i>		
5:05 p.m. Item 1 5 minutes <i>Pages 5 - 7</i>	Approval of November 8, 2023, Executive Board Meeting Minutes Approval of November 8, 2023, Executive Board Meeting Minutes. The minutes from November 8, 2023, meeting has been distributed to all members of the Executive Board and should be approved if correct. Action/Recommendation: Motion to approve the November 8, 2023, Executive Board meeting minutes.	Jay McCosh
Item 2 <i>Pages 9-13</i>	FY 23-24 Budget Amendment The Executive Board will review and approve the FY23-24 budget amendments for the operating and grant pass-through budgets. Action/Recommendation: Motion to approve the FY23-24 budget amendments for the operating and grant budgets.	Jay McCosh
Item 3 <i>Pages 15</i>	Request for approval for NC Division of Aging and Adult Services Home Improvement Grant Funds The Executive Board is being asked to approve a grant from the NC Division of Aging and Adult Services (NC DAAS) for Home Improvement services to older and disabled adults within the Centralina region. The grant funding period will run from receipt of the grant contract in January through September 2026. The specific amount allocated to Centralina is unknown at the time of submission of the cover sheet for the Board. Action/Recommendation: Motion to approve the allocation for Home Improvement grant from the NC DAAAS for allowable activities through September 2026.	Jay McCosh
Item 4 <i>Pages 17-46</i>	Authorization of Charlotte Regional Transportation Planning Organization (CRTPO) Contract for COORDINATE Our Future Project The Executive Board is asked to authorize the acceptance of \$260,420 in funding over FY24 and FY25 from the Charlotte	Jay McCosh

Time	Item	Presenter
	<p>Regional Transportation Planning Organization (CRTPO) and authorize the Executive Director to enter into a grant agreement with the City of Charlotte to complete the COORDINATE Our Future project on behalf of CRTPO.</p> <p>Action/Recommendation: Motion to authorize funding and contract approval as described above.</p>	
Regular Business Items:		
<p>5:10 p.m. Item 5 10 minutes <i>Page 48</i></p>	<p>PY 2024-2025 Centralina Board Forecast The Executive Director will share a forecast of Board activities and meeting topics for 2024.</p> <p>Action/Recommendation: Receive as information</p>	Geraldine Gardner
<p>5:20 p.m. Item 6 15 minutes <i>Pages 50-54</i></p>	<p>Federal and State Action Agenda Update and Discussion The Board will receive an update on Centralina's federal and state government engagement activities.</p> <p>Action/Recommendation: Motion to approve both the Strategics Consulting performance reports for November through December 2023 & the 2024 Federal Action Plan.</p>	Kelly Weston & Leslie Mozingo
<p>5:35 p.m. Item 7 10 minutes <i>Pages 56-58</i></p>	<p>Annual Placeholder operating and pass-through budget proposals for Fiscal Year 2024-25 The Finance Director will present the placeholder annual operating and pass-through budget proposals for Fiscal Year 2024-25 before approval by the Board of Delegates at the annual meeting in February.</p> <p>Action/Recommendation: Motion to recommend the proposed FY24-2025 operating and passthrough placeholder budget ordinances for \$9,025,500 and \$17,308,900, respectfully, and the membership dues assessment of \$0.24 per capita with no minimal assessment per member to be approved for consideration for adoption by the Board of Delegates.</p>	Denise Strosser
<p>5:45 p.m. Item 8 10 minutes <i>Page 60</i></p>	<p>Nominating Committee Update The Nominating Committee will provide an update on its activities in advance of the February Board of Delegates meeting.</p> <p>Action/Recommendation: <i>Receive as information and provide feedback as requested.</i></p>	Nominating Committee Representative
<p>5:55 p.m. Item 9 10 minutes <i>Page 62</i></p>	<p>Advancing the Plan Committee Update Centralina staff will provide key updates on the CONNECT Beyond project to keep the Executive Board apprised of current implementation activities, with a focus on achievements and next steps for the</p>	Jason Wager

Time	Item	Presenter
	<p>Advancing the Plan Committee now that its series of 2023 meetings have concluded.</p> <p>Action/Recommendation <i>Receive as information and provide feedback as requested.</i></p>	
<p>6:05 p.m. Item 10 10 minutes <i>Pages 64-65</i></p>	<p>Community Economic Development Update on Regional Projects The Board will receive an update on the Community Economic Development special projects currently underway in the Centralina Region.</p>	<p>Christina Danis Anna Lu Wilson</p>
<p>6:15 p.m. 5 minutes</p>	<p>Comments from the Executive Board and Centralina Staff</p>	<p>Board Members and Staff</p>
<p>6:20 p.m. 5 minutes</p>	<p>Comments from the Executive Director</p>	<p>Geraldine Gardner</p>
<p>6:25 p.m. 5 minutes</p>	<p>Comments from the Chair</p>	<p>Jay McCosh</p>
<p>6:30 p.m.</p>	<p>Adjournment</p>	<p>Jay McCosh</p>

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 accommodation is necessary for participation, please



CENTRALINA

REGIONAL COUNCIL

Item 1



**Executive Board Meeting Minutes
November 8, 2023**

Officers Present	Board Members Present	Board Members Not Present	Centralina Staff and Guests Present
Bobby Compton, Chairman Jay McCosh, Vice Chairman Jarvis Woodburn, Secretary Corinthia Lewis-Lemon, Treasurer	Dante' Anderson Patty Crump Martha Sue Hall Brian Helms Darrell Hinnant Jamie Lineberger Tony Long Shawn Rush David Scholl Jennifer Stepp Jennifer Teague	Kevin Demeny Gene Houpe Bob Hovis Elaine Powell Jerry Oxsher Lynn Shue	Narissa Claiborne Christina Danis Geraldine Gardner Linda Miller Michelle Nance Sherika Rich Denise Strosser Jason Wager Kelly Weston Guests Leslie Mazingo, Strategic Consulting Dan Gougherty, Cherry Bekaert

Call to Order

Chairman Bobby Compton, Board Chair, called the meeting to order.

Narissa Claiborne, Boards Administrator, called the roll and noted a quorum present.

Moment of Silence

Chairman Compton called for a moment of silence and highlighted the passing of long-time Centralina Regional Council Delegate Kay McCathen of Bessemer City.

Consent Agenda

- 1. Approval of September 13, 2023, Executive Board Meeting Minutes**
- 2. Regional Infrastructure Accelerator Grant**
- 3. FY 2024 Budget Amendment**
- 4. 2024 Board Calendar Approval (February date change)**

Chairman Compton called for a motion to approve the November 8, 2023, Consent Agenda

Mayor Pro Tem Martha Sue Hall approved the Motion. Commissioner Tony Long seconded. The motion passed unanimously.

There were no amendments to the November 8, 2023, agenda.

Regular Agenda Items

5. Centralina Spotlight: Housing/CED Success Story

Centralina CED Director Christina Danis shared a short portrait of the department's local government housing support services.

6. FY23 Audit Report

Centralina's Finance Director, Denise Strosser gave an overview of Centralina's Financial Statements and Compliance Report. Dan Gougherty of Cherry Bekaert followed-up with a detailed analysis of Centralina's financial standing.

Chairman Bobby Compton called for a motion to approve The Centralina Regional Council Financial Statements and Compliance Report as of and for the year ending on June 30, 2023, and the Audit Report of Independent Auditor.

Mayor Pro Tem, Martha Sue Hall made the motion. Commissioner Jarvis Woodburn seconded. The motion passed unanimously.

7. Federal and State Action Agenda Update and Discussion

Ms. Kelly Weston, Centralina's Government Affairs & Member Engagement Coordinator, and Leslie Mozingo, of Strategics Consultants, shared an update on the Federal and State Relations with the Board. Ms. Mozingo also highlighted the June-August and September through October 2023 Performance Report.

Chairman Compton called for a motion to approve Strategics Consulting performance reports for June through August 2023 and September through October 2023.

Mayor of Kannapolis, Darrell Hinnant made a motion. Mayor Pro Tem Rush seconded. The motion passed unanimously.

8. Centralina Connect Beyond: Advancing the Plan Update

Jason Wager, Director of the Centralina Planning Department shared an update with the Board regarding the Advancing the Plan update. Mr. Wager shared the subcommittee's focus areas and goals. Mayor Darrell Hinnant also shared with the Board the sub-committee's timeline of implementation and the model the committee plans to use as they move forward. Mayor Hinnant also shares with the Board the pathways to the formation and the preferred governance model.

9. Nominating Committee Formation

Ms. Gardner provided a forecast to the Board, the 2024 nominating committee slate, and the Board officer election process. Geraldine Gardner also shared the process overview moving forward including key dates. She highlighted again to the Board the open positions and gave a brief overview of each.

Comments from the Executive Board and Centralina Staff

Mayor Pro Tem, Martha Sue Hall acknowledged Chairman Bobby Compton for his service and his leadership.

Comments from the Executive Director

Centralina Regional Council shared with Bobby Compton a plaque that highlighted his service and his commitment to the Board.

Comments from the Chair

- Chairman Compton thanked the Centralina Staff and Board for their hard work and their dedication to the region.
- November 30th Small Town Thrives Series
- December 5th: Centralina Learns- Aging Sensitivity and Age-Friendly Communities
- January 5th- Regional Roundtable Breakfast for Newly Elected Officials

Adjournment

With no further business to be discussed, Chairman Compton adjourned the meeting at 6:33 p.m.



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REGIONAL COUNCIL

Item 2

Executive Board Agenda Item Cover Sheet

Board Meeting Date:	January 10, 2024	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Denise Strosser	Presentation Time:	NA			
Presenter at Meeting:	Denise Strosser	Phone Number:	(704) 348-2704			
		Email:	dstrosser@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	(704) 248-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Finance	Department Head Approval:	Denise Strosser			
Title of documents as shown in the Agenda: FY23-24 Budget Amendment						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
<p>The Executive Board will review and approve the FY23-24 budget amendments for the operating and grant pass through budgets.</p>						
Background & Basis of Recommendations:						
<p>A placeholder budget was approved by the Executive Council on January 11, 2023 and adopted by the Board of Delegates on February 8, 2023 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 1st amendment represents changes to reflect Federal and State grant allocations as of October 25, 2023 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 fundings and expenditures.</p>						
Requested Action / Recommendation:						
<p>Motion to approve the FY23-24 budget amendments for the operating and grant budgets.</p>						
Time Sensitivity: <i>(none or explain)</i>	Before June 30, 2024					
Budget Impact: <i>(none or explain)</i>	As indicated on attached					
Attachments: <i>(none or list)</i>	FY23-24 Operating and Grant Budget Amendment					

Fiscal Year 2023 - 2024 Budget Amendment

ANTICIPATED REVENUES	FY2024 Placeholder <u>Budget</u>	FY2024 10/30/2023 <u>Budget</u>	FY2024 11/30/2023 <u>Budget</u>	Increase <u>(Decrease)</u>
Program Revenues				
Restricted Intergovernmental Revenue	4,990,353	6,424,467	6,399,391	(25,076)
Technical Assistance Projects	1,240,777	1,679,456	1,649,007	(30,449)
Other Program Revenue	790,831	464,617	464,617	-
Fund Balance Appropriated	-			-
Total Program Revenue	<u>7,021,961</u>	<u>8,568,540</u>	<u>8,513,015</u>	<u>(55,525)</u>
Other Revenues				
Member Dues Support	937,503	939,000	940,000	1,000
Interest and Other Revenue	24,000	45,000	73,000	28,000
Total Other Revenues	<u>961,503</u>	<u>984,000</u>	<u>1,013,000</u>	<u>29,000</u>
TOTAL ANTICIPATED REVENUES	<u>7,983,464</u>	<u>9,552,540</u>	<u>9,526,015</u>	<u>(26,525)</u>
EXPENSE APPROPRIATIONS				
Member services, Board and committees	720,000	810,793	934,453	123,660 (1)
Management and Business Operations	1,922,500	1,903,048	1,818,281	(84,767) (1)
Information Technology	215,000	352,457	365,837	13,380
Community and Economic Development Depart.	1,200,000	1,321,255	1,334,927	13,672
Planning Department	805,000	1,990,082	1,753,537	(236,545) (2)
Area Agency on Aging Department	3,863,622	4,026,464	4,093,025	66,561
Workforce Development Department	1,064,000	1,057,126	1,067,616	10,490
Indirect Costs Representation	(1,806,658)	(1,908,685)	(1,841,661)	67,024
TOTAL EXPENSE APPROPRIATIONS	<u>7,983,464</u>	<u>9,552,540</u>	<u>9,526,015</u>	<u>(26,525)</u>

(1) Change in allocation of expenditures

(2) Delay in filling positions for Regional Infrastructure Grant and Climate Pollution Reduction Grant

Fiscal Year 2023-2024 Grant Pass Through Budgets Amendment

<u>Program</u>	<u>FY2024 Placeholder Budget</u>	<u>FY2024 10/30/2023 Budget</u>	<u>FY2024 11/30/2023 Budget</u>	<u>Increase (Decrease)</u>
Area Agency on Aging				
HCC Block Grant	11,500,000	11,800,000	11,800,000	-
USDA Supplement	650,000 (1)	650,000	650,000	-
Title III-B Legal	103,000	103,000	103,000	-
Family Caregiver	573,000	573,000	573,000	-
Disease Prevention/Health Promotion	52,300	52,300	52,300	-
State Senior Center General Purpose	117,000	117,000	117,000	-
Heat Fan Relief	15,000	15,000	15,000	-
ARPA Support Services	209,000	209,000	209,000	-
ARPA Congregate Nutrition	1,727,801	1,727,801	1,727,801	-
ARPA Home Delivered meals	1,170,000	1,170,000	1,170,000	-
	<u>16,117,101</u>	<u>16,417,101</u>	<u>16,417,101</u>	<u>-</u>
 <i>(1) This program does not have a lump sum authorization. It is authorized at .75 per meal. Current Authorization is an estimate.</i>				
Workforce Development				
WIOA - XX-4010 Administrative Cost Pool	80,000	80,000	80,000	-
WIOA XX-4020 Adult Services	1,200,000	1,200,000	1,200,000	-
WIOA XX-4030 Dislocated Worker	950,000	950,000	950,000	-
WIOA XX-4040 Youth Services	1,250,000	1,250,000	1,250,000	-
WIOA XX-4050 Youth Initiative	65,000	65,000	65,000	-
WIOA XX-4050 Finish Line Grant	105,000	105,000	-	(105,000) (1)
WIOA XX- XXXX Infrastructure Cost	85,000	85,000	85,000	-
WIOA NC Works Innovation Fund	-	-	-	-
	<u>3,735,000</u>	<u>3,735,000</u>	<u>3,630,000</u>	<u>(105,000)</u>
Total Grant	<u>19,852,101</u>	<u>20,152,101</u>	<u>20,047,101</u>	<u>(105,000)</u>

(1) Grant ended in FY23

Fiscal Year 2023 - 2024 Budget Amendment

ANTICIPATED REVENUES	FY2024 Placeholder <u>Budget</u>	FY2024 10/30/2023 <u>Budget</u>	FY2024 11/30/2023 <u>Budget</u>	Increase <u>(Decrease)</u>
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Indirect Costs Representation	(1,806,658)	(1,908,685)	(1,841,661)	67,024
TOTAL EXPENSE APPROPRIATIONS	<u>7,983,464</u>	<u>9,552,540</u>	<u>9,526,015</u>	<u>(26,525)</u>

(1) Change in allocation of expenditures

(2) Delay in filling positions for Regional Infrastructure Grant and Climate Pollution Reduction Grant

Fiscal Year 2023-2024 Grant Pass Through Budgets Amendment

<u>Program</u>	<u>FY2024 Placeholder Budget</u>	<u>FY2024 10/30/2023 Budget</u>	<u>FY2024 11/30/2023 Budget</u>	<u>Increase (Decrease)</u>
Area Agency on Aging				
HCC Block Grant	11,500,000	11,800,000	11,800,000	-
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Title III-B Legal	103,000	103,000	103,000	-
Family Caregiver	573,000	573,000	573,000	-
Disease Prevention/Health Promotion	52,300	52,300	52,300	-
State Senior Center General Purpose	117,000	117,000	117,000	-
Heat Fan Relief	15,000	15,000	15,000	-
ARPA Support Services	209,000	209,000	209,000	-
ARPA Congregate Nutrition	1,727,801	1,727,801	1,727,801	-
ARPA Home Delivered meals	1,170,000	1,170,000	1,170,000	-
	<u>16,117,101</u>	<u>16,417,101</u>	<u>16,417,101</u>	<u>-</u>
 <i>(1) This program does not have a lump sum authorization. It is authorized at .75 per meal. Current Authorization is an estimate.</i>				
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WIOA XX-4020 Adult Services	1,200,000	1,200,000	1,200,000	-
WIOA XX-4030 Dislocated Worker	950,000	950,000	950,000	-
WIOA XX-4040 Youth Services	1,250,000	1,250,000	1,250,000	-
WIOA XX-4050 Youth Initiative	65,000	65,000	65,000	-
WIOA XX-4050 Finish Line Grant	105,000	105,000	-	(105,000) (1)
WIOA XX- XXXX Infrastructure Cost	85,000	85,000	85,000	-
WIOA NC Works Innovation Fund	-	-	-	-
	<u>3,735,000</u>	<u>3,735,000</u>	<u>3,630,000</u>	<u>(105,000)</u>
Total Grant	<u>19,852,101</u>	<u>20,152,101</u>	<u>20,047,101</u>	<u>(105,000)</u>

(1) Grant ended in FY23



CENTRALINA

REGIONAL COUNCIL

Item 3



Executive Board Agenda Item Cover Sheet

Board Meeting Date:	January 10, 2024	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Linda Miller	Presentation Time:	NA			
Presenter at Meeting:	Linda Miller (if needed)	Phone Number:	704-348-2712			
		Email:	lmiller@centralina.org			
Alternate Contact:	Katie Kutcher	Phone Number:	704-372-2416			
		Email:	kkutcher@centralina.org			
Submitting Department:	Aging	Department Head Approval:	<i>Linda H. Miller</i>			
Title of documents as shown in the Agenda:						
Request for approval for NC Division of Aging and Adult Services Home Improvement Grant Funds						
Description of Agenda Item: (This wording will be used to summarize the item on the agenda cover page.)						
<p>The Executive Board is being asked to approve a grant from the NC Division of Aging and Adult Services (NC DAAS) for Home Improvement services to older and disabled adults within the Centralina region.</p> <p>The grant funding period will run from receipt of the grant contract in January through September 2026. The specific amount allocated to Centralina is unknown at the time of submission of the cover sheet for the Board.</p>						
Background & Basis of Recommendations:						
<p>NC DAAS has received funding specific to increase assistance with housing and home repair and improvements. They have established a new Housing Assistance program at the state level with half of the funds and the remainder is to be awarded to the 16 Area Agencies on Aging (AAA) to conduct home repairs and improvements programs in coordination with the current Older American's Act guidelines for allowable services.</p> <p>The Centralina AAA has developed and is operating a regional Home Improvement program with ARPA funds set to expire in September 2024. These funds would allow for uninterrupted services through September 2026.</p>						
Requested Action / Recommendation:						
Motion to approve the allocation for Home Improvement grant from the NC DAAAS for allowable activities through September 2026.						
Time Sensitivity: (none or explain)	Funding will begin upon receipt from NC DAAS and run through September 2026.					
Budget Impact: (none or explain)	This grant will allow continued funding of the current ARPA Home Improvement program for the Centralina region. No match required.					
Attachments: (none or list)	None at the current time.					



CENTRALINA

REGIONAL COUNCIL

Item 4



Executive Board Agenda Item Cover Sheet

Board Meeting Date:	1/10/24	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Reaghan Murphy	Presentation Time:				
Presenter at Meeting:	Reaghan Murphy	Phone Number:	704-348-2731			
		Email:	rmurphy@centralina.org			
Alternate Contact:	Jason Wager	Phone Number:	704-348-2707			
		Email:	jwager@centralina.org			
Submitting Department:	Regional Planning	Department Head Approval:	Jason Wager			
Title of documents as shown in the Agenda: Authorization of Charlotte Regional Transportation Planning Organization (CRTPO) Contract for COORDINATE Our Future Project						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
<p>The Executive Board is asked to authorize the acceptance of \$260,420 in funding over FY24 and FY25 from the Charlotte Regional Transportation Planning Organization (CRTPO) and authorize the Executive Director to enter into a grant agreement with the City of Charlotte to complete the COORDINATE Our Future project on behalf of CRTPO.</p>						
<p>Background & Basis of Recommendations:</p> <p>The COORDINATE Our Future project is an integral part of travel demand modeling, planning and decision-making across our region. The Metropolitan Planning Organizations (MPOs) across our region depend on the Metrolina Regional Travel Demand Model (MRM) to forecast transportation needs and priorities. To better link this process to locally adopted land use policy, Centralina has been asked to develop datasets reflecting land use and development trends and policies across our region. Accurate documentation of local land use and growth builds confidence in the MRM outputs and better reflects the true transportation needs created by local land use policy and decisions. These datasets feed into the MRM, which then provides the foundation for each MPO’s Metropolitan Transportation Plan (MTP), a fiscally constrained plan for prioritizing and funding transportation projects across the region over the next several decades.</p> <p>Centralina Regional Planning staff have led this data development effort twice before, in 2015-2016 and again in 2019-2020. Centralina’s process to develop a comprehensive, consistent and defensible dataset for an eight-county area in the greater Charlotte region is considered a best practice in transportation planning at the state and federal levels. Centralina is currently under contract with the Gaston-Cleveland-Lincoln Metropolitan Planning Organization (GCLMPO) and the Rocky River Rural Planning Organization (RRRPO) to develop datasets for their respective planning areas. This contract with CRTPO will fund the development of datasets for the CRTPO planning area, as well as local engagement with land use and transit planners to ensure the model’s inputs are accurate.</p>						

38% of this funding will specifically be passed through to Centralina’s sub-consultant, City Explained Inc., to update and run the Metrolina CommunityViz Model, which translates the datasets produced by Centralina staff into local-level estimates of future population and employment data as inputs to the MRM. City Explained, Inc. has served as Centralina’s model sub-consultant for the past two model update cycles and has an existing on-call services agreement with Centralina to support modeling and GIS project efforts.

Requested Action / Recommendation:

Motion to authorize funding and contract approval as described above.

<p>Time Sensitivity: <i>(none or explain)</i></p>	<p>The deliverables from our work on this project are critical inputs to the MRM, which guides our region’s efforts to prioritize and allocate funding for transportation projects. The Charlotte Department of Transportation (which houses the Travel Demand Model) has a deadline for these inputs of early August, 2024. Timely approval of this contract is crucial to ensure we can develop and share our deliverables on schedule.</p>
<p>Budget Impact: <i>(none or explain)</i></p>	<p>\$260,420 in funding between contract approval and October 31, 2024 (over FY24 and FY25).</p>
<p>Attachments: <i>(none or list)</i></p>	<ol style="list-style-type: none"> 1. CRTPO Project Contract (unsigned) 2. Project Organizational Chart

Effective Date	City Vendor#: 3614
Between the City of Charlotte ("City") and Centralina Council Of Governments ("Company")	
<p>This cover sheet ("Cover Sheet") and each of the attachments listed below ("Attachments") together comprise a Metrolina CommunityViz Data and Model Maintenance Services (the "Contract") entered into as of the Effective Date, between CENTRALINA COUNCIL OF GOVERNMENTS d/b/a CENTRALINA REGIONAL COUNCIL, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City") and Charlotte Regional Transportation Planning Organization ("Consultant"), a division of the City of Charlotte.</p>	
Service Terms General Conditions Price Schedule Scope of Services Project Milestone & Deliverable Schedule	Confidentiality Terms Federal Contract Terms and Conditions CBI Forms Milestone Payment Plan
<p>Term: This Contract will start on the Effective Date and continue through midnight on December 31, 2024 through (the "Initial Term").</p>	
<p>Renewals: The City will have the option to renew this Contract for up to one (1) two-year term by giving notice to Company.</p>	
<p>Services. Company agrees to perform the services described in the Attachments ("Services") under the terms and conditions set forth in this Contract.</p> <p>Compensation. The City will pay for the allowable costs as set forth in the Project Budget. The Company will pay for the Services at the rates set forth in the Price Schedule. These rates shall remain firm for the duration of this Contract, unless otherwise stated in the Price Schedule.</p> <p>Payment Cap: Notwithstanding any renewal, the City's payment obligations under this Contract shall not exceed: \$260,420 (the "Payment Cap") absent a written amendment executed by the City.</p> <p>Capitalized terms used in this Contract have the meanings assigned in the Contract.</p>	<p>Email invoices to: cocap@charlottenc.gov</p> <p>-or-</p> <p>Mail invoices to the following:</p> <p>City of Charlotte A/P Attn: P.O. Box 37979 Charlotte, NC 28237-7979</p> <p>Each invoice shall include the <u>purchase order number and Contract Number</u> and shall be accompanied by a sales tax statement <u>or</u> shall have the sales tax amount shown clearly, along with the invoice total, on the face of the invoice.</p>
<p>Vendor Business Contact</p> <p>Jason Wager, Planning Director</p> <p>Centralina Council of Governments d/b/a Centralina Regional Council</p> <p>10735 David Taylor Drive, Suite 250</p> <p>Charlotte, North Carolina 28262</p> <p>Phone: 704.348.2707</p> <p>Email: jwager@centralina.org</p>	<p>City Business Contact</p> <p>Robert Cook, Director</p> <p>Charlotte Regional Transportation Planning Organization</p> <p>600 East Fourth Street, 8th Floor</p> <p>Charlotte, North Carolina 28202</p> <p>Phone: 704.336.2205</p> <p>Email: robert.w.cook@charlottenc.gov</p>
<p>By signing below, the parties accept and agree to the terms set forth in this Contract.</p>	
<p>Centralina Council of Governments d/b/a Centralina Regional Council</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____ Date: _____</p>	<p>City of Charlotte</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____ Date: _____</p>

SERVICE TERMS

This Attachment is incorporated into the **Metrolina CommunityViz Data and Model Maintenance Services** (“**Contract**”) between the City of Charlotte (“**City**”) and **Centralina Regional Council** (“**Company**”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **Services.** Company agrees to perform the services described in the Scope of Services Attachment (the “**Services**”). Additional Scope of Services Attachments may be added to this Contract by a written amendment, and once added shall become part of the “**Services**.”
2. **Milestone Payment Plan.** **The Company shall invoice the City for the Purchase Price in accordance with the Milestone Plan in the Attachment. The Company shall not invoice the City for an Services or Deliverables within a particular Milestone until all Services and Deliverables required in connection with that Milestone have fully delivered, completed and Accepted by the City.**
3. **Expenses.** Company shall not be entitled to charge the City for any travel, mileage, meals, materials, or other costs or expenses associated with this Contract.
4. **Premium Rates.** Unless explicitly listed in the Price Schedule, Company will not charge the City at overtime, emergency, or other premium rates, regardless of the number of hours worked in a given day or week.
5. **Billing Records.** During the term of this Contract and for three (3) years after it terminates, Company will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit Company’s time cards, invoices, reports and other documents relating to amounts charged under this Contract, and will not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Services that did not meet the standards and requirements referenced in this Contract. Company agrees to make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, within ten (10) days after the City requests them. The City shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
6. **Employment Taxes and Employee Benefits.** Company acknowledges and agrees that Company’s employees and subcontractors are not employees of the City. Company represents, warrants, and covenants that Company will pay all withholding tax, social security, Medicare, unemployment tax, worker’s compensation, and other payments and deductions that are required by law relating to provision of the Services. Company shall indemnify, defend, and hold harmless the City and the City’ officials, employees and agents from and against any and all claims, losses, damages, fines, penalties, obligations, liabilities and expenses, including but not limited to reasonable attorneys’ fees arising from Company any claim that an individual performing the Service is an employee of the City.
7. **City Ownership of Work Product.** The City will have exclusive ownership of all reports, documents, designs, ideas, materials, concepts, plans, creative works, software, data, programming code and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “**Intellectual Property**”). Company hereby assigns and transfers all rights in the Intellectual Property to the City. Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain, and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agrees that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.
8. **License to Use Intellectual Property.** The City grants Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. Company may not to use the Intellectual Property for other purposes without the City’s prior written consent, and Company agrees to treat the Intellectual Property and all City data with the same level of protection that Company afford Company’s own trade secrets and intellectual property.
9. **Contract Data.** The City shall have exclusive ownership of the following (collectively referred to as “**Contract Data**”): (a) all data produced or generated under this Contract for the benefit of the City or its customers; and (b) all data provided by, accessed through, or processed for the City under this Contract. Company will promptly provide the Contract Data to the City in machine readable format upon the City’s request at any time while this Contract is in effect or within three years after this Contract terminates.
10. **Company Will Not Sell or Disclose Contract Data.** Company will treat Contract Data as Confidential Information under this Contract. Company will not reproduce, copy, duplicate, disclose, or use the Contract Data in any manner except as authorized by the City in writing or expressly permitted by this Contract.
11. **Supporting Data.** If Company will be providing work product under this Contract that is based on an analysis of data Company will provide the City with all data supporting Company’s analysis (“**Supporting Data**”) in a machine-readable format, together with a written description of the methods of analysis. Excluding Confidential Information of Company (as defined in this Contract), the City shall be permitted to reproduce, copy, duplicate, disclose, or use the Supporting Data for any purpose, and it shall be treated as a public record under North Carolina law.
12. **City Resources.** The City is not required to provide any information, personnel, facilities, or other resources aside

from what is specifically required in the Scope of Services unless the City can do so at no cost. When this Attachment requires the City to provide a resource, Company shall request it in writing in a timely manner. If Company will be delayed in performing due to any failure by the City to provide a resource required by this Contract, Company shall promptly notify in writing both the City Business Contact and Official Notice Recipients identified in the General Conditions. Failure or delay by the City to provide required resources will not excuse Company from any failure or delay in performance unless Company has followed these steps. The duration of any excused delay will be limited to the time period after Company has followed these steps.

13. Compensation for Termination Without Cause. If the City terminates this Contract without cause, the City shall pay Company for Services rendered through the date of termination at the rates set forth in the Price Schedule. The City's obligation to make such payments is conditioned upon Company having complied with the Section of General Conditions captioned "Obligations On Termination," and is subject to the City's right to inspect billing records and dispute any charges as provided under this Attachment.

14. Removal and Replacement of Personnel. "Key Personnel" are the individuals listed as such on the Scope of Services, and any other individuals whom the City reasonably deems integral to successful performance of the Services. Absent the City's written approval, Company will not: (i) remove Key Personnel from performance of this Contract or permit Company's subcontractors to remove Key Personnel from performance of this Contract; or (ii) materially reduce or allow Company's subcontractors to materially reduce the involvement of Key Personnel in performing this Contract. The City will have the right to interview and approve Key Personnel, and also to require the removal and replacement of Key Personnel if the City has reasonable grounds to believe that the individual is not suitable for the assignment, including without limitation insufficient experience, inadequate qualifications, lack of necessary skills, improper conduct, background check results, or other grounds. Upon receipt of a request for rejection, removal, or replacement of an individual, Company will promptly comply with the request and provide the City with the requisite background materials for a proposed alternate or successor. If Company does not believe the City has reasonable grounds for making the request, Company will notify the City in writing and the City will have the right to exercise its termination rights under the Contract, or to suspend the Contract and any payments due until such matter is resolved.

15. Regeneration of Lost or Damaged Data. If Company loses or damages any data in the City's possession, Company will, at Company's own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

16. City Materials and Data Treated as Confidential. Company will treat as confidential information all data and materials provided by or processed for the City in connection with this Contract. Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.

17. Background Checks.

17.1. BACKGROUND CHECKS REQUIRED PRIOR TO WORK. Prior to starting work under this Contract, Company will conduct a background check on each Company employee assigned to work under this Contract, and will require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

17.2. NEW CHECKS REQUIRED EACH YEAR AND PRIOR TO NEW PROJECTS. After starting work under this Contract, Company will, on an annual basis, perform a Background Check for each Company employee assigned to work under this Contract during that year, and will require its subcontractors (if any) to do the same for each of their employees. If Company undertakes a new project under this Contract, then prior to commencing performance of the project Company will perform a Background Check for each Company employee assigned to work on the project, and will require its subcontractors (if any) to do the same for each of their employees.

17.3. ADDITIONAL INVESTIGATION OF CERTAIN EMPLOYEES. If a person's duties under this Contract fall within the categories described below, the Background Checks that Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

17.3.1. If the job duties require driving: A motor vehicle records check.

17.3.2. If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.

17.3.3. If job duties include entering a private household or interaction with children: A sexual offender registry check.

17.4. COMPLIANCE WITH APPLICABLE LAW. Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

17.5. DUTY TO REPORT INFORMATION TO CITY. Company shall notify the City of any information discovered in

- 17.6. the Background Checks that may be of potential concern for any reason.
- 17.7. CHECKS CONDUCTED BY CITY. The City may conduct its own background checks on principals of Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

GENERAL CONDITIONS

This Attachment is incorporated into the **Metrolina CommunityViz Data And Model Maintenance Services** (“Contract”) between the City of Charlotte (“City”) and **Centralina Regional Council** (“Company”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **PRIORITY OF ATTACHMENTS.** In the event of a conflict among the Attachments, the Federal Contracting Terms shall have first priority, and all other Attachments shall have priority in the order in which they are listed on the Cover Sheet.
2. **INVOICES.** Each invoice sent by Company shall detail all Services performed and delivered which are necessary to entitle Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.
3. **PAYMENT TERMS.** The City will pay undisputed, properly submitted invoices within thirty (30) days after receipt. As a condition of payment, Company must invoice the City for Services within sixty (60) days after the Services are performed. Company WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY SERVICES THAT HAVE NOT BEEN INVOICED WITHIN SIXTY (60) DAYS AFTER SUCH SERVICES WERE RENDERED.
4. **TERMINATION FOR CONVENIENCE.** For any reason or no reason, the City may terminate this Contract at any time by giving thirty (30) days written notice to Company. The City shall only pay for Products and Services rendered through the date of termination, subject to Company’s compliance with Section 8 (Obligations on Termination Section). Company shall terminate and/or cancel all subcontracts and orders outstanding for such services and products that it is legally entitled to cancel.
5. **TERMINATION FOR CAUSE.** Without limiting any other termination rights set forth in this Contract, either party may terminate this Contract for default if the other party fails to cure a material breach or fails to fulfill its duties, covenants, or obligations as described in the Contract within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. In addition, the City may terminate this Contract for default without a cure period if Company:
 - 5.1. makes a misrepresentation or provides misleading information in connection with the solicitation, or any provision contained in this Contract;
 - 5.2. attempts to assign, terminate or cancel this Contract except as prescribed;
 - 5.3. ceases to do business, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party’s assets or properties; or
 - 5.4. acts in a way that creates a risk to safety or causes or is likely to cause the City to incur property damage, fines, or penalties.
6. **TERMINATION CONVERSION.** If the Contract is terminated by the City for cause but it is later conclusively determined that the Company has not in fact defaulted, the termination shall be deemed to have been effected for the convenience of the City and the Company shall be paid through the date of the termination.
7. **AUTHORITY TO TERMINATE.** Authority to terminate this Contract on behalf of the City rests with the City Manager and Deputy City Manager, or any designee of the forgoing having the same level of delegated signature authority as would have been required to execute the Contract.
8. **OBLIGATIONS ON TERMINATION.** Upon expiration or termination of this Contract, Company will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to Company by or on behalf of the City; (ii) all deliverables that are completed or in process as of the date of termination; and (iii) a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Contract for payment. The expiration or termination of this Contract shall not relieve either party of its obligations regarding “Confidential Information”, as defined in the Section titled Confidentiality Terms. Any termination shall not relieve Company of the obligation to pay any fees, taxes or other charges then due to the City. Termination shall not relieve the Company from any claim for damages previously accrued or then accruing against Company. In the event that the City disputes in good faith an allegation of default by Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of the Work or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
9. **REPRESENTATIONS AND WARRANTIES.** Company represents, warrants, and covenants that: (a) all Services and deliverables will meet and comply with Contract requirements, applicable law, and accepted industry standards; (b) each person providing the Services has the qualifications, skills, experience, and knowledge necessary to perform the tasks assigned; (c) no services or deliverables provided under this Contract will infringe or misappropriate any patent, copyright,

trademark, trade secret, or other intellectual property rights of any third party; (d) neither the execution nor the performance of this Contract will violate any third party contractual rights; (e) Company is a duly organized and validly existing entity of the type set forth in the first paragraph of this Contract, is in good standing under the laws of the state specified in the first paragraph of this Contract, and is registered to do business in North Carolina; and (f) Company has the requisite power and authority to execute and perform this Contract. Company and each person signing this Contract for Company represents and warrants that the execution, delivery, and performance of this Contract have been duly authorized by Company. Additional warranties may be set forth in the Attachments.

10. REMEDIES.

10.1. **Right to Withhold Payment.** At the non-breaching party's election, Company and the City are each entitled to setoff and deduct from any amounts owed to the other party under this Contract all damages and expenses incurred due to the other party's breach. If Company breaches any provision of this Contract, the City may elect to withhold a portion of or all payments due until the breach has been fully cured. The City may obtain performance of the Work elsewhere.

10.2. **Misappropriation or Infringement Breach.** In the event of a violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the work provided under this Contract, in addition to the indemnification obligation under the Contract, Company shall (i) procure the right for the City to use the infringing product or service; or (ii) repair or replace the infringing product or service so that it is no longer infringing so long as such modification does not adversely affect the Contract.

10.3. **Other Remedies.** The election of one remedy does not waive other legal or equitable remedies that a party may pursue. The remedies enumerated herein are in addition to any other remedy available at law or in equity, such as the right to cover.

10.4. **Reserved.**

11. **INDEMNIFICATION.** To the fullest extent permitted by law, Company shall indemnify, defend, and hold harmless the City and the City's officials, employees, and agents from and against any claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including but not limited to reasonable attorneys' fees to the extent that they arise from actual or alleged:

11.1. Breach of contract, negligence or willful misconduct by Company or any of Company's agents, employees, or subcontractors, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage to or destruction of any

property whether real, personal, or intangible, and including data and other intellectual property;

11.2. Violation of any federal, state, or local law, ordinance, rule, regulation, guideline, or standard by Company or its employees or subcontractors, or by any service, product, or deliverable provided under this Contract;

11.3. Violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret, or other proprietary rights with respect to any services products or deliverables provided under this Contract ("Infringement Claims");

If an Infringement Claim occurs, Company will either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, Company shall promptly refund to the City all amounts paid under this Contract.

In any case in which Company provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. The provisions of this Contract regarding indemnity will survive the expiration or termination of this Contract.

If this Contract is funded in full or in part by federal funds, the indemnity rights granted to the City in this Contract shall also extend to the U.S. Government agency that extends such funding, and to the agency's officers, officials, employees, agents, and independent contractors (excluding Company).

12. INSURANCE.

Company shall provide and maintain at its expense during the term of this Contract the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) qualified to do business in North Carolina, have a rating at least "A-" by A.M. Best, and be satisfactory to the City as approved by the City's Risk Management Division. Evidence of such programs satisfactory to the City shall be delivered to the City on or before the effective date of this Contract and prior to commencing any work hereunder. Such policy shall list "City of Charlotte, 600 East Fourth St. Charlotte, NC 28202" as an additional insured for operations or services, rendered under this Contract. City is to be given written notice within thirty (30) days of any termination of any program of insurance.

Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Company's operations under this Contract. If any of the coverage conditions are met by a program of self-insurance, Company must submit evidence of the right to self-insure as provided by the State of North Carolina.

Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of its indemnified parties. The City shall be exempt from, and in no way liable or responsible for any sums of money that may represent a deductible or self-insured retention in any insurance policy of the Company or its subcontractors.

The following insurance is required under this Contract:

(a) **Automobile Liability**

Evidence of current automobile insurance (attach copy of automobile policy declaration page(s)) or submit a current certificate of insurance, showing the vehicles covered and coverage amounts as the appropriate one of the following:

If Company owns or leases commercial vehicles to provide goods or perform a service under this Contract, Automobile Liability must be provided at a limit of not less than \$1,000,000 per occurrence/aggregate, combined single limit, each occurrence, for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.

(b) **Commercial General Liability**

Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability. If the Company will be performing work in the Aircraft Operation Area ("AOA"), all commercial general liability insurance shall increase to \$5,000,000 per accident, combined single limit, each occurrence.

(c) **Workers' Compensation Insurance**

Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$300,000 disease per policy limit, \$100,000 disease each employee limit. If Company does not employ more than 2 full time employees, Company must attest this fact on company letterhead and include such letter in this Contract.

(d) **Errors & Omissions**

Insurance with a limit of not less than \$3,000,000 per claim, \$3,000,000 aggregate as shall protect the contractor and the contractor's employees for negligent acts, errors or omissions in performing the professional services under this contract.

13. **NOTICE.** Any notice, consent, waiver, authorization, or approval referenced in this Contract must be in writing, and delivered in person, by U.S. mail, overnight courier or electronic mail to the City and Company Contacts identified on the Cover Sheet (or as updated in writing from time to time). Notice of breach, default, termination, prevention of performance, delay in performance, modification, extension, or waiver must also be copied to the recipients listed below (the "Official Notice Recipients"), and if sent by electronic

mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier:

Adam Jones, Assistant City Attorney
City Attorney's Office
600 East Fourth Street
Charlotte, NC 28202
704.336.2254
adam.m.jones@charlottenc.gov

Robert Cook, Director
Charlotte Regional Transportation Planning Organization
600 East Fourth Street, 8 th Floor
Charlotte, NC 28202
704.336.2205
robert.w.cook@charlottenc.gov

Jason Wager, Planning Director
Centralina Regional Council
10735 David Taylor Drive, Suite 250
704.348.2707
jwager@cenralina.org

Notice shall be effective upon receipt by the intended recipient. The parties may change their Official Notice Recipients by written notice to the other party.

14. **WORK ON CITY'S PREMISES.** Whenever on City premises, Company will obey all instructions and City policies applicable to City employees and contractors that Company is made aware of. If Company causes damage to the City's equipment or facilities, Company will promptly repair or replace such damaged items at Company's expense.
15. **NON-APPROPRIATION OF FUNDS.** If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City that is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
16. **REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION.** Company agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Company consents to be bound by the award of any arbitration conducted thereunder.

17. REQUIRED BY STATE LAW.

- 17.1. E-Verify. Company will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall ensure that each of its subcontractors also do so.
- 17.2. NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. By executing this contract, Company represents and warrants that it is eligible to contract with the City because it is not identified as an ineligible company on the State Treasurer’s list created pursuant to G.S. 147-86.58 or identified as a restricted company for purposes of the Israel Boycott. Company also agrees to immediately notify the City if it is identified as an ineligible company on either list at any time during the term of this Contract.

18. CHARLOTTE BUSINESS INCLUSION POLICY. The City has adopted a CBI Policy, which is posted on the City’s website at <https://charlottenc.gov/GS/procurement/cbi/Pages/default.aspx>. The parties agree that:

- 18.1. That Charlotte Business Inclusion Program Policy (“CBI Policy”) and its Administrative Procedures Manual (“CBI Manual”) are posted on the City’s website and available in hard copy form upon request. Both the CBI Policy and CBI Manual comprise the CBI Program.
- 18.2. The terms of the CBI Program, as revised from time-to-time, are incorporated into this Agreement by reference; and
- 18.3. A violation of the CBI Program shall constitute a material breach of this Agreement and shall entitle the City to exercise any of the remedies set forth in the CBI Program, including but not limited to liquidated damages.
- 18.4. The City will incur damages if the Company violates the CBI Program, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources. The parties further acknowledge and agree that the damages the City might reasonably be anticipated to incur as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay the liquidated damages assessed by the City at the rates set forth in the CBI Program for each specified violation. The Company further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation.
- 18.5. Without limiting any of the other remedies the City has under the CBI Program, the City shall be entitled to withhold periodic payments and final payment due to the Company under this Agreement until the City has received in a form satisfactory to the City all claim releases, payment affidavits and other documentation required by the CBI Program. In the event payments

are withheld under this provision, the Company waives any right to interest that might otherwise be warranted on such withheld amount under North Carolina General Statutes Section 143-134.1.

- 18.6. The remedies set forth in the CBI Program shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 18.7. The Company agrees to participate in any dispute resolution process specified by the City from time-to-time for the resolution of disputes arising from the CBI Program.
- 18.8. Nothing in this Section shall be construed to relieve Company from any obligation it may have under N.C. Gen. Stat. §143-134.1 regarding the payment of subcontractors.

19. CHARLOTTE BUSINESS INCLUSION MWSBE UTILIZATION AND REPORTING

- 19.1. SUBCONTRACTOR UTILIZATION. Company has committed to subcontract for supplies and/or services from City Certified Small Business Enterprises (SBEs), and/or City Registered Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs) for the duration of the Contract, as follows:

Total MBE Utilization	%
Total WBE Utilization	%
Total SBE Utilization	24.85%
Total MWSBE Utilization	%

Company shall not terminate, replace or reduce the work of an MWSBE without providing written notice to the city as outlined in the CBI Policy. Failure of Company to fulfill these utilization requirements shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages.

- 19.2. LETTERS OF INTENT. Company acknowledges that it will be required to execute one or more letters of intent on or prior to the Effective Date. Each letter of intent will list the subcontractor (MWSBE) vendor name and the amount that Company has committed to spend with the subcontractor. The letter(s) of intent will be submitted in such format as the City shall determine. Company consents to submit its letter(s) of intent via the City’s selected electronic compliance management system, at the City’s option. The letter(s) of intent shall be deemed to be incorporated into this Contract when submitted by Company and accepted by the City. Any changes to letters of intent or any new letters of intent will also be deemed incorporated into this Contract when submitted by Company and accepted by the City.

- 19.3. PAYMENTS TO MWSBES. Company shall abide by N.C. Gen. Stat. §143-134.1 (b) and within seven (7) days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Furthermore, if Company has made a Quick Pay Commitment under the CBI Program, Company shall comply with any provisions of the Quick Pay Commitment that are more stringent than N.C. Gen. Stat. §143-134.1 (b), but shall also remain bound by N.C. Gen. Stat. §143-134.1(b).
- 19.4. PAYMENT AFFIDAVITS. As a condition to receiving payments under this contract, Company agrees to provide payment affidavits detailing the amounts paid by Company to all subcontractors and suppliers receiving payment in connection with this Contract ("Payment Affidavit") The absence of MWSBE participation on a contract does not relieve the Company from the obligation to submit payment affidavits. Payment Affidavits shall be in the format specified by the City from time to time. Company consents to submit its Payment Affidavits via the City's selected electronic compliance management system, the City's option. Failure to provide such affidavits within the time period specified by the City shall entitle the City to exercise any of the remedies set forth in the Charlotte Business Inclusion Policy.
20. **GENERAL.**
- 20.1. ENTIRE AGREEMENT/AMENDMENT. This Contract is the parties' entire agreement regarding its subject matter. It supersedes all prior agreements, negotiations, representations, and proposals, written or oral. No change order, amendment, or other modification to this Contract will be valid unless in writing and signed by both Company and the City. Clicking "consent" or "agree" electronically when accessing software or a website will not constitute a writing sufficient to bind the City.
- 20.2. RELATIONSHIP OF THE PARTIES. The parties' relationship under this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.
- 20.3. GOVERNING LAW AND VENUE. North Carolina law will govern all matters relating to this Contract (without regard to North Carolina conflicts of law principles). Any legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina, other than actions to enforce a judgment.
- 20.4. ASSIGNMENT/SUBCONTRACTING. Neither party may assign or subcontract any of its rights or obligations under this Contract without prior written consent of the other party. Unauthorized assignments shall be void.
- 20.5. DELAY / CONSEQUENTIAL DAMAGES. The City will not be liable to Company, its agents or any subcontractor for or any delay in performance by the City, or for any consequential, indirect, or special damages or lost profits related to this Contract.
- 20.6. SEVERABILITY. The invalidity of one or more provisions of this Contract will not affect the validity of the remaining provisions so long as the material purposes of the Contract can be achieved. If any provision of this Contract is held to be unenforceable, then both parties will be relieved of the unenforceable obligations, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 20.7. PUBLICITY. Company may not identify or reference the City or this Contract in any advertising, sales promotion, or other materials without the City's prior written consent of the City *except*: (i) Company may list the City as a reference, and (ii) Company may identify the City as a customer in presentations to potential customers.
- 20.8. WAIVER. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
- 20.9. SURVIVAL. Any provision of this Contract that contemplates performance or observance subsequent to termination or expiration of this Contract shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, indemnity, payment terms, and confidentiality.
- 20.10. TAXES. Company will pay all applicable federal, state, and local taxes that may be chargeable against the performance of the Services.
- 20.11. CONSTRUCTION OF TERMS. Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.
- 20.12. DAYS. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days. Any references to

“business days” shall mean the days that the City’s main office at 600 East Fourth Street, Charlotte, NC, is open for the public to transact business.

- 20.13. CONFLICTS OF INTEREST. Company will not take any action that is or is likely to be perceived as conflict of interest under this Contract. Company has not made and will not make any gifts to City employees or officials in connection with this Contract.
- 20.14. COMPLIANCE WITH LAWS. Company and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards (“Applicable Law”) in performing this Contract. Company represents and warrants that each deliverable provided under this Contract will comply

with all Applicable Law, including without limitation the Americans With Disabilities Act.

- 20.15. PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. §159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

FEE SCHEDULE

Specific milestones have been established to complete the project.

- Develop portfolio of GIS data required for the model within the CRTPO project area.
- Engage CRTPO local governments and the development community to verify data and assumptions/
- Engage project steering committee to develop and confirm data protocols and receive guidance on project process and deliverables.
- Develop CommunityViz Model (“Community Plans” Scenario).
- Develop final data documentation.
- Conduct CommunityViz software training.

PRICE SCHEDULE

This Attachment is attached and incorporated into the **Metrolina CommunityViz Data And Model Maintenance Services** ("Contract") between the City of Charlotte ("Company "). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

Company shall provide the Services detailed below for budgetary purposes in this Contract at rates set forth below.

TASK	DESCRIPTION	Project Budget
TASK 1	Project Management	\$ 38,600.00
TASK 2	Project Communications	\$ 15,500.00
TASK 3	Model Data Collection and Forecasts	\$ 186,520.00
TASK 4	Socioeconomic Projections	\$ 6,000.00
TASK 5	Technical Documentation	\$ 2,500.00
TASK 6	CommunityViz Training	\$ 7,800.00
	Direct Costs	\$ 3,500.00
Total		\$ 260,420.00

KEY PERSONNEL

Insert Organization Chart

SCOPE OF SERVICES

This Attachment is incorporated into the Metrolina CommunityViz Data And Model Maintenance Services (the "Contract") between the City of Charlotte ("City") and Centralina Regional Council ("Company"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

OBJECTIVE

The objective of this project is to adapt and update the 2019 Metrolina CommunityViz Model (the "MCM V.2") and use it immediately for the Charlotte Regional Transportation Planning Organization (CRTPO) planning area represented in the Metrolina Regional Travel Demand Model (the "MRM"). Specifically, Company's work will focus on updating the MCM V.2 created for the 2050 Metrolina Transportation Plan (the "MTP") to include an updated model architecture, maintenance plan and data protocol that allocates future year socioeconomic data at the traffic analysis zone (the "TAZ") level.

Part A: Project Understanding

Transportation planning organizations (the "TPO") are responsible for developing a safe, convenient, and effective multimodal transportation system. One of the tools available for studying long-term impacts to the transportation system is the Metrolina Regional Travel Demand Model (the "MRM"), which is a computer program that forecasts future year demand on existing and planned transportation facilities using anticipated land use, demographic information, and travel patterns unique to the region. The planning horizon years for the regional travel demand model usually are five, 10, 20, and 30 years beyond base year conditions. Approximating future year conditions on the transportation system enables officials to assess the implications of growth, to compare alternative transportation solutions, and to provide a framework for measuring the impact of policy decisions.

The foundation for the MRM includes socioeconomic data — including population, housing, and employment estimates — organized into traffic analysis zones (the "TAZs"). Demand on the transportation system (i.e., trip generation) is calculated directly from the model's socioeconomic data. Updating socioeconomic data in the current MRM is time intensive, and the different processes used by member jurisdictions create significant challenges for normalizing methods to best forecast and allocation of future year growth patterns within the planning area. Consistency in the process to develop socioeconomic data is critical to evaluating the effects of alternative development patterns on the efficiency of the transportation system. The overall goal for the Metrolina Region CommunityViz Model is to use a bottom-up methodology for creating socioeconomic data that is normalized among all the member jurisdictions.

The region's transportation planning organizations have standardized the socioeconomic data allocation processes for the planning area, to eliminate data reporting inconsistencies and to isolate the inherent relationship between land use and urban form for improving the efficiency of the regional transportation system. This effort is part of a regional process to work collaboratively with other MPOs/RPO in the Charlotte region to gain efficiency and consistency in this work.

Future year socioeconomic data allocation in the model will be made at the traffic analysis zone level for horizon years 2025, 2035, 2045, and 2055. The validity and precision of the Metrolina CommunityViz model for allocating future year socioeconomic data in the planning area rests largely upon the quality of available data and a strong commitment to model calibration. At the completion of the project, the

Company will make available to the Clients the file structure and GIS data files used to create the Metrolina CommunityViz Model for their use independent of the Company.

Part B: Scope of Services

Company proposes the following services to adapt and update the 2019 Metrolina CommunityViz Model (MCM V.2) to include a model architecture, maintenance plan, and data protocol that allocates future year socioeconomic data at the traffic analysis zone level.

Task 1: Project Management:

Task 1 will focus on setting up the staff framework of the project partners, along with laying out the project process and clarifying any issues at the start of the project. Over the course of the project this task will focus on managing resources, schedule, scope, cost and risks.

Task 1.1: Project Management

The Company will provide overall project management and the Company Project Manager will be the primary point of contact for the project management team and will be available to the City Project Manager(s) throughout the life of the project. The Company will develop a model timeline that details the work to adapt and update the 2019 CommunityViz model that allocates future year socioeconomic data at the traffic analysis zone level. A project manager will manage the day-to-day Company duties associated with the project, including: routine coordination with MPO staff via telephone or email, attendance at MRM coordination activities, disseminating information to project management team members, submitting progress reports and project invoicing. The “Project Management Team” will include (at a minimum) Company staff and a technical advisor, Charlotte Department of Transportation model staff and a designee from each participating TPO.

Task 1.2: Project Management Meetings and Communication

The Company project manager will hold regular project management calls with the Project Management Team to provide project updates, present preliminary findings, coordinate on-going issues, and get feedback on draft data/model components prepared for the project, discuss next steps, review agendas for upcoming meetings, and coordinate other project-related items. Other key stakeholders may participate in coordination calls, as needed, to discuss current issues in the planning process. Project Management Team communications will be conducted by phone, email, virtual meeting and/or in-person as necessary.

Task 1.3: CRTPO Kickoff Meeting

The Company team will initiate a kickoff meeting with CRTPO. This meeting serves multiple purposes:

- Bring together client and Company staff working on the project
- Clarify project schedule, objectives, priorities, work products, project management, and reporting procedures
- Identify and outline available data sources, collection methods, formatting and calculations
- Identify and obtain related plans
- Gain further insight on key decision points
- Discuss known challenges with 2019 Metrolina CommunityViz Model, identify necessary modifications, and reach consensus/approve model changes
- Discuss immediate next steps, upcoming meetings, and deliverables

Task 2: Project Communications

Task 2 will focus on stakeholder identification and communications.

Task 2.1: Project Steering Committee

A project steering committee will be formed to provide direct oversight and counsel for updating / calibrating the Metrolina CommunityViz model. The steering committee will meet up to eight times during the life of the project. The Client will be responsible for recruiting steering committee members and securing a meeting location (if needed). Following the kick-off event, meetings with the project steering committee meeting will cover preliminary results, on-going issues, and feedback on draft model components or results.

Task 2.2: Development Community Outreach

The development community will be surveyed to understand factors and priorities used in development decisions when conducting site selection for land development. This is especially important in 2023 in order to reflect changes in development protocol stemming from the COVID-19 pandemic. These factors impact the model related to land suitability factors. Surveys will be distributed through the TPOs and economic development agencies throughout the region. A summary of survey findings will be provided to the Steering Committee and serve as the basis for updated assumptions in the model.

Task 2.3: TCC Briefings

The Company will update the technical coordinating committee (TCC) members on the project early in the process to outline the timeline and the local government role. Throughout the project and at key milestones, Company will provide information to TPO staff for briefings with the technical coordinating committee or policy board to keep them apprised of the model build process. Briefings will be used to summarize key issues in the planning process so that members have awareness and the ability to provide inputs prior to finalizing the Metrolina CommunityViz model.

Task 2.4: Local Government Coordination Sessions

At several key milestones in the project, the Company will hold meetings organized by TPO geography to allow local government staff opportunities to review and provide comments on model inputs including but not limited to: development status, updated land use policy, development of new community types, carrying capacity, transportation improvements/projects, and activity and town centers. Community comments will be accepted during the meeting and for a minimum of two-weeks following the meeting. Model adjustments based on comments received will be made in consultation with the Project Team. Based on newly updated and adopted land use policies region-wide, additional outreach will include coordination on the need for new/revised community types, an analysis of new land use policy that may impact land supply modeling assumptions, and an update of the committed development inventory.

Task 3: Metrolina CommunityViz Model Data Collection and Forecasts:

Task 3 will focus on gathering, evaluating, and coding data for input into the Metrolina CommunityViz Model. This task will also include identification and setting of parameters and projections.

Task 3.1: Baseline Data Exchange

The Client will make available to the Company GIS data, resource documents, development data, etc. identified as important to update the Metrolina CommunityViz model, including but not limited to new traffic analysis zone layers, base year data, and any model boundary geography changes based on Census 2020 and urbanized area designations. Data will be exchanged digitally through an agreed upon platform. The Company will rely on this data for updating the Metrolina CommunityViz model.

Task 3.2: Data Collection and Verification

GIS data that makes up the carrying capacity analysis module will be reviewed, verified or updated based on new information available, including but not limited to water bodies, wetlands, and rights-of-way.

Data layers for land suitability, including but not limited to major roads and intersections, activity centers, transit station areas of influence, flood hazard areas, water and sewer infrastructure service areas, will be reviewed, verified or updated.

Build out analysis data will be reviewed, verified or updated based on new information available. Data includes assignment of development status at the parcel-level. To develop the community types layer, the Company will review recently updated and adopted city and county comprehensive plans (within participating TPO planning areas) and cross-walk adopted land use policy to established regional community types. Per NC General Statute 160D, NC communities regulating land through zoning were required to adopt a land use plan, resulting in a region-wide reset in adopted land use policy for this MCM cycle. Parcel-level community types will be updated accordingly and new community types will be developed as needed to accommodate new growth patterns and types. Through coordination with local governments re-developable land will be identified and coded. In addition, a survey of local government planning staff will produce a committed development layer to recognize approved projects that have not been built. The Clients in consultation with the Steering Committee will determine committed development criteria, including cutoff year for considering committed development, for projects in the planning area.

Task 3.3: Population & Employment Control Totals

The Clients (or their designee) will be responsible for providing population and employment forecasts for updating the Metrolina CommunityViz model. The long-range planning horizon for the initial model will be 2055, with interim planning horizon years of 2025, 2035, and 2045. The growth categories and units used in the CommunityViz model will include: single-family residential (dwelling units), multifamily residential (dwelling units), retail (employees), highway retail (employees), low-traffic service (employees), high-traffic service (employees), industrial (employees), office and government (employees), banks (employees), and education (employees). Growth totals from the Clients will be provided at the county-level (or portion thereof) for the TPO's planning area.

The Clients will be responsible for providing average persons per household statistics and agreed upon employee space ratios for the growth categories used in CommunityViz. This information will be used to convert dwelling units to population and employees to non-residential square footage for the study area.

Task 3.4: 2019 Metrolina CommunityViz Model Modifications

The Company will review the 2019 Metrolina CommunityViz model and adjust study area boundaries, revise specific attribute or indicator formulas, adjust lookup table data, and modify reporting geographies to improve overall model performance for allocating future year socioeconomic data in the participating TPO planning areas. The Company will also develop a methodology for assigning base year socioeconomic data (2022) to grid cells in the planning area.

A sample of built-out developments will be identified within the region to confirm employee space ratios, development lookup table values and new place type categories needed. These site validation studies will vary in development intensity, use types and location within the region.

Task 3.5: Interim Horizon Year Growth Allocation

The Company will develop scripts in CommunityViz to allocate growth by horizon year used in the Metrolina Regional Model. Scripts will follow a step-up process, where the previous horizon year becomes the base year for allocating new growth in the next horizon year. The Company will also work with TPO staff to migrate output data from CommunityViz to socioeconomic datasets by horizon year required to run the MRM. Four horizon years are anticipated for the task: 2025, 2035, 2045, and 2055.

Task 3.6: Metrolina Regional CommunityViz Model

Runs of the Metrolina Region CommunityViz Model will be completed for the community plans growth scenario concept prepared as part of the CONNECT Our Future Scenario Planning Initiative. At the end of the task, the Company will make available to the Client the complete model, the model run, and any associated files for maintaining it independent of the Company.

Task 4: Socioeconomic Data Process

The Company will work with the Clients and their member jurisdictions to develop a system that streamlines the process to complete/submit more regular updates (bi-annual, annual, etc.) to socioeconomic data for their planning areas. The Company will focus on opportunities to standardize the process, automate the steps, and interface data directly with the CommunityViz model to help make the process more efficient and compliance more widespread in the region.

The Company will review the existing program for submitting annual updates to socioeconomic data and develop a process map that highlights opportunities to make changes consistent with the paragraph above. The Clients will review the process map and provide comments for moving forward, which may include one or more coordination meetings with member jurisdictions for their input as part of Task 2 in the Scope of Services. The Company will recommend a suite of tools to manage data, track compliance, and interface between numerical and geospatial data in the Regional CommunityViz model. Implementation of the new Socioeconomic Data Process will occur under a future scope of services.

Task 5: Technical Documentation

The Company will develop the Data Dictionary Document to accompany the Metrolina CommunityViz Model which will describe the project and project study area, project data, data sources and data manipulation, and stakeholder involvement. The data dictionary will be presented to the Client for review and comment.

The Company will update the 2014 Community Type Summary Document to include updated community types that reflect the changing region. The document will be a tool for local government staff as they work to link transportation and land use in their plans and codes. The data dictionary will be presented to the Clients for review and comment.

The Company will prepare a technical memorandum to describe the model architecture, maintenance plan, and data protocol used in CommunityViz to allocate future year socioeconomic data at traffic analysis zone level. The memorandum will summarize key data sets, study area boundaries, key model assumptions, and model output data. The technical memorandum will include a chapter that describes the data needs, protocols, model architecture, and dynamic attribute/indicator dictionaries needed to run the Metrolina CommunityViz Model independent of the Company. The summary document will be completed in the last months of the project. A draft memorandum will be presented to the Client for review and comment. The Company will respond to one set of written comments provided by the Client.

Electronic copies of all technical documentation (draft/final in Adobe Acrobat format) will be shared with the Clients for their use and distribution.

Task 6: CommunityViz Training

The Company will lead a three-day CommunityViz training session with up to ten individuals selected by the project partners. The purpose of the training event will be to demonstrate basic commands and functions in the software using tutorials provided by the software developer.

The format for the event will favor hands-on training, whereby the training facilitator will use slide presentations and tutorials to convey basic and advanced capabilities of the software. A training manual focused on building a regional-scale CommunityViz model will be provided to each student, which can be taken home for their reference following the event.

Part D: Information Provided by the Company

The Client will provide data and information described in the Scope of Services for the Company to complete their work. The Company is entitled to rely on the completeness and accuracy of all information provided by the Client.

Part E: Project Schedule

The Company acknowledges the process to update socioeconomic data **as shown in Exhibit 1 Project Schedule** is on-going in the MPO planning area. The target date for completion of the Scope of Services identified above is December 31, 2024.

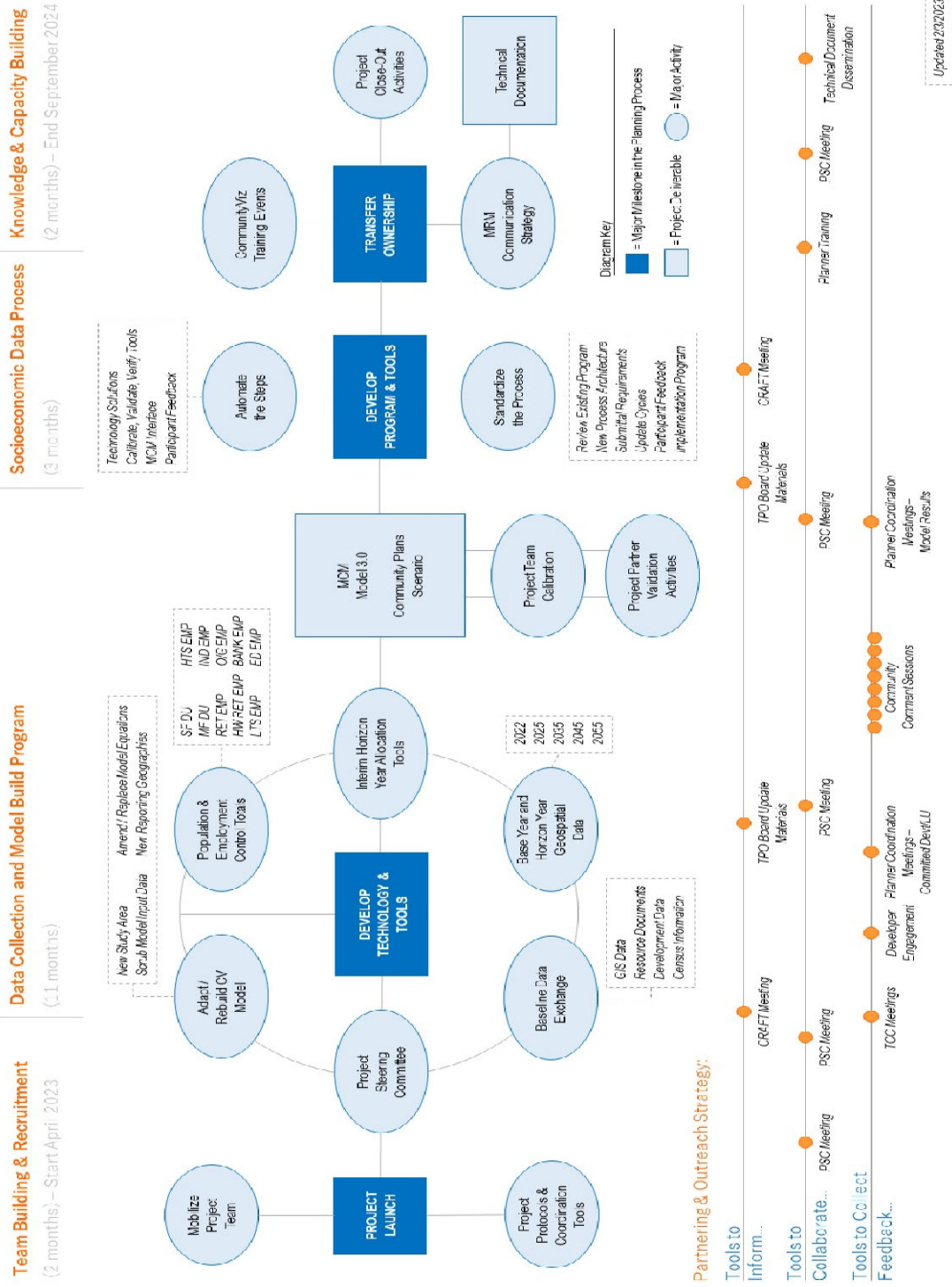
Part F: Key Assumptions

The following assumptions are made in preparing the Scope of Services:

- The study area for the Metrolina Region CommunityViz Model will match the boundaries of the Metrolina Regional Travel Demand Model.
- Staff from the TPO will serve on the Project Management Team and Project Steering Committee to provide direct oversight and counsel for updating and calibrating the Metrolina CommunityViz Model.
- TPO will be responsible for preparing base year (2022) and future year control total data that will be used for adapting and building the new CommunityViz model. This includes base year employment data (such as Info USA point files), population/census data by TAZ, and future year growth projections for horizon years 2025, 2035, 2045, and 2055. The TPO will also be responsible for providing average persons per household statistics and employment space ratios, by county, for the growth categories used in CommunityViz. The TPO will be responsible for providing county-level control totals for population, students, and employment for 2022, 2025, 2035, 2045, and 2055 using the same categories for socioeconomic data used in the Metrolina Regional Travel Demand Model.
- TPO will be responsible for providing TAZ level data for the MCM for those areas that may be immediately outside their jurisdiction but within the model area (for example Catawba County), and all socioeconomic data for running the Metrolina Travel Demand Model with the exception of number of households, employees by category, students by category, and group quarters population.

- TPO will be responsible for securing a meeting space for the project Steering Committee and validating parking for participants (if applicable).
- TPO will be responsible for coordinating with adjacent MPO for training day needs or if local training is desired, securing a training location, lunch or snacks if desired, and computers loaded with ArcGIS v. 10.5 or higher for each student in the class. The Company will have access to the facility one day prior to the training to load CommunityViz on the student computers.
- CommunityViz output data for each horizon year will be provided to the Client in tabular (*.dbf) and geographic (*.shp) file formats. Reporting categories will include: single-family residential (dwelling units), multifamily residential (dwelling units), retail (employees), highway retail (employees), low-traffic service (employees), high-traffic service (employees), industrial (employees), office and government (employees), banks (employees), and education (employees).
- The TPOs will be responsible for securing a copy of CommunityViz if desired for use after the project.

Metrolina Region CommunityViz Initiative Process Map



Charlotte Regional Transportation Planning Organization (CRTPO)

Metrolina CommunityViz Data and Model

Project Milestones & Deliverable Schedule

Milestones	<i>Time from Contract Execution</i>
Model Baseline Data Collection	1 Month
Model Draft Datasets	1-6 Months
a. Carrying Capacity Analysis	
b. Development Status	
c. Community Types	
d. Land Suitability	
Community & Stakeholder Engagement Activities	1-6 Months
a. Project Steering Committee Engagement	
b. Local Government Engagement	
c. Development Community Engagement	
Model Final Datasets	3-7 Months
a. Carrying Capacity Analysis	
b. Development status	
c. Community Types	
d. Land Suitability	
CommunityViz Beta Model - Community Plans Scenario	8 Months
Model Data Delivery to MRM Custodian	8 Months
Technical Model Documentation Report	9-10 Months
CommunityViz Software Training	10-11 Months

CONFIDENTIALITY TERMS

This Attachment is incorporated into the Metrolina CommunityViz Data And Model Maintenance Services (the "Contract") between the City of Charlotte ("City") and Centralina Regional Council ("Company"). Capitalized terms not defined in this Attachment will have the meanings stated in the Agreement.

1. **"Confidential Information"** means any information, in any medium, whether written, oral, or electronic, obtained or accessed in connection with the Agreement that is not subject to mandatory disclosure as a public record under North Carolina law, including without limitation the following:
 - *Computer security information of the City, including passwords, codes, configurations, security standards and protocols, and other network, device, and system security features*
 - *Building plans of City-owned buildings and structures*
 - *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure, or information storage system(s).*
 - *Attorney / client privileged information disclosed by either party*
2. **Restrictions.**
 - 2.1. Agency shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Agency having a need to know such Confidential Information for purpose of performing work contemplated by written contracts between the City and Agency.
 - 2.2. Agency shall use reasonable efforts to prohibit its employees, vendors, agents, and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Agreement.
 - 2.3. If any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, Agency shall immediately notify the City, and will reasonably assist the City's effort to seek a protective order or other appropriate relief to prevent or restrict any disclosure of Confidential Information.
 - 2.4. Agency will restrict employee access to the Confidential Information to those employees who need to know in order to: (a) fulfill Agency's contractual obligations to the City, or (b) resolve a dispute with the City.
3. **Exceptions.** Agency shall have no obligation with respect to Confidential Information that Agency can establish:
 - Was already known to Agency prior to being disclosed by the City;
 - Was or becomes publicly known through no wrongful act of Agency;
 - Was rightfully obtained by Agency from a third party without similar restriction and without breach hereof;
 - Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Agency shall first give to the City notice of such requirement or request;
 - Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that Agency shall immediately notify the City prior to disclosure, and reasonably assist the City in seeking a protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

FEDERAL CONTRACTING TERMS

This Attachment is attached and incorporated into the **Metrolina CommunityViz Data And Model Maintenance Services** (the "Contract") between the City of Charlotte and **Centralina Regional Council** ("Company"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

1. **Debarment and Suspension.** Company represents and warrants that, as of the Effective Date of the Contract, neither Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, Company shall notify the City immediately. The Company's completed Vendor Debarment Certification is incorporated herein as provided in this Attachment below.
2. **Record Retention.** Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** Company represents and warrants that in its performance under the Contract, Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** Company certifies that Company will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
 - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 and Federal contract, grant, loan, or cooperative agreement.
 - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an 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, Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
 - 6.3. Company 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.
 - 6.4. Company's completed Byrd Anti-Lobbying Certification is incorporated herein as provided in this Attachment below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions.** If the federal award is a “funding agreement” under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** Company shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Federal Government Not a Party.** The Federal Government is not a party to this Contract and is not subject to any

obligations or liabilities to the City, Company , or any other party pertaining to any matter resulting from the Contract.

11. **Domestic Preferences For Procurements.** As appropriate and to the extent consistent with law, the Company should, to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the united states (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the united states, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Vendor Debarment Certification

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than (ten percent) 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

(Print Name)

Signature

Title

Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

(Print Name)

Signature

Title

Date

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 and 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 making lobbying contacts to an officer or employee of an 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 undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all 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 into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Centralina Regional Council ("Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

(Print Name)	Company Name
Authorized Signature	Address
Date	City/State/Zip

CBI FORMS

This Attachment is incorporated into **Metrolina CommunityViz Data and Model Maintenance Services** (the "Contract") between the **City of Charlotte** and **CENTRALINA COUNCIL OF GOVERNMENTS d/b/a CENTRALINA REGIONAL COUNCIL** ("Company"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.



CBI FORM 4: Letter of Intent

Per Section 3.5 of the CBI Administrative Procedures Manual, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit a separate Letter of Intent for each M/W/SBE listed on CBI Form 3 and CBI Form 3A (if applicable).

Project Name:	
----------------------	--

To be completed by the Bidder	
Name of Bidder:	
Address:	
Contact Person:	
Telephone:	
Email:	
Fax:	

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Administrative Procedures Manual, please attach a copy of the executed Agreement with the undersigned M/W/SBE.

Identify in complete detail the scope of work to be performed or item(s) to be supplied by the M/W/SBE.

Cost of work to be performed by the M/W/SBE: _____ \$ _____

To be completed by the M/W/SBE	
Name of the M/W/SBE:	
Address:	
Contact Person:	
Telephone:	
Email:	
Fax:	

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the M/W/SBE listed above, and that the description, cost and percentage of work to be performed by the M/W/SBE as described above is accurate. The M/W/SBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder:		Date:	
Signature and Title		Date:	
M/W/SBE Firm: (Circle one or both)		Date:	
Signature and Title		Date:	

Version 06-2023



CENTRALINA

REGIONAL COUNCIL

Item 5

Board Agenda Item Cover Sheet

Board Meeting Date:	January 10, 2024	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Geraldine Gardner	Presentation Time:	5 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:						
The Executive Director will share a forecast of Board activities and meeting topics for 2024.						
Background & Basis of Recommendations:						
Centralina strives to provide engaging content and discussion opportunities for the Board at regularly scheduled meetings and special events. Executive Board members will have the opportunity to provide comments and feedback on the 2024 Forecast.						
Requested Action / Recommendation:						
Receive as information.						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>						



CENTRALINA

REGIONAL COUNCIL

Item 6

Board Agenda Item Cover Sheet

Board Meeting Date:	January 10, 2024	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Kelly Weston	Presentation Time:	20 minutes			
Presenter at Meeting:	Kelly Weston & Leslie Mazingo	Phone Number:	704-348-2728			
		Email:	kweston@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Submitting Department:	Government Affairs & Member Engagement	Department Head Approval:	Michelle Nance			
Title of documents as shown in the Agenda: Federal and State Action Agenda Update and Discussion						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
The Board will receive an update on Centralina's federal and state government engagement activities.						
Background & Basis of Recommendations:						
Centralina's intergovernmental affairs program presents a unified voice for regional advocacy at both the federal and state levels. Our Federal Action Plan and Raleigh Relations Advocacy Agenda guide our engagement with our region's U.S. congressional delegation and our legislators in the General Assembly respectively. Our work to advance the Board-identified priorities in these plans includes building relationships with legislators, tracking legislation impacting local communities, and providing policy updates at Board meetings.						
Requested Action / Recommendation:						
<ul style="list-style-type: none"> • Motion to approve the Strategics Consulting performance reports for November through December 2023 and to approve the 2024 Federal Action Plan. 						
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 & Activities for Strategics Consulting: November - December 2023 Report • Draft 2024 Federal Action Plan 					

**GOALS AND ACTIVITIES FOR STRATEGICS CONSULTING
November - December 2023 REPORT**

- 1. Build, maintain, and enhance relationships with Members of Congress and the federal agencies:**
 - Worked with U.S. Representative Alma Adam's office to engage the U.S. Department of Housing and Urban Development in releasing grant funding for North Mecklenburg Housing Initiative.
 - Invited U.S. Senator Tillis to participate in event with Centralina's newly elected officials.
 - Alerted Centralina of changes in House leadership including a Speaker Pro Tem and a newly-elected Speaker, as well as changes in the regional delegation expected next Congress based on recent announcements of incumbents not running for re-election.
 - Informed Centralina of new continuing resolution with a laddered approach, which consists of two separate expiration dates for two separate sets of appropriations bills.
 - Provided joint Congressional Calendar for 2024.

- 2. Develop advocacy strategies around the approved Federal Action Plan on regional priorities and implement in coordination with Centralina's management:**
 - Updated Federal Relations Calendar for, and participated in, biweekly calls with ED.
 - Discussed upcoming legislative conferences and meetings in Washington, DC.

- 3. Provide information and support related to federal grant opportunities in coordination with Centralina staff:**
 - Provided weekly Grants Alerts, as well as weekly updates on Requests for Information from federal agencies.
 - Alerted Centralina to the introduction of new the Workforce Innovation and Opportunity Act (WIOA) reauthorization legislation.
 - Reviewed Centralina's Brownfields grants application and advised certain revisions including addressing impact of closing coal-fired plants on the surrounding communities.
 - Began advocacy for Brownfields grant application.
 - Wrote two Capital Corner articles regarding newly drawn Congressional districts and the efforts to streamline the grants process.

- 4. Respond to trouble shooting requests from members and Centralina on federal issues:**
 - Addressed inquiries regarding regional HUD staff contacts.
 - Addressed inquiry regarding Brownfields Tax Incentive.

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

2024 FEDERAL ACTION PLAN

	AREA	ISSUE	REQUESTED ACTION	HOW THIS BENEFITS THE CENTRALINA REGION
1	REAUTHORIZATION OF THE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)	<p>EDA is the only federal agency specifically dedicated to economic development. It has operated without authorization since 2008.</p> <p>Limited direct funding to Economic Development Districts.</p> <p>Current formula for match requirements limits accessibility of funds.</p>	<p>EDA is an important agency for supporting regional economic development policy, planning and investment. Specific aspects of the reauthorization can include:</p> <ul style="list-style-type: none"> • Raise EDA's authorization level to \$3 billion. • Increase EDA funding for regional Economic Development Districts to expand local capacity to lead economic development initiatives and support applications for EDA grants. • Reassess and reconstitute EDA's economic distress formula and consider reducing local match requirements permanently. • Amend original Public Works and Economic Development Act (PWEDA) to formally outline and designate EDA's significant role in post-disaster assistance. 	<p>Centralina Economic Development District is the region's conduit to EDA funding and manages the implementation of Prosperity For All, the region's economic development strategy.</p> <p>Additional funding to the District will support a full-time staff person to offer technical assistance and support local grant application development, administration.</p>
2	AREA AGENCY ON AGING	<p>Funding for the Aging Network has not kept pace with demographic change in North Carolina and the impact of COVID-19.</p> <p>This new demographic</p>	<ul style="list-style-type: none"> • Increase Older Americans Act funding that invest in services, build capacity, and provide benefits for our region's older adults, their families and caregivers. • Offer maximum flexibility in regulations in key service areas: nutrition, transportation, housing, and economic stability. 	<p>Our regionwide waiting list for Home and Community Care Block Grant (HCCBG) services is 3,038 older and disabled adults. This includes primarily meals and in-home</p>

		reality must inform policy debates and decisions across a spectrum of critical issues.	<ul style="list-style-type: none"> Support funding to increase the direct care workforce for the care of older and disabled adults. 	aide services but a few of the counties had some waiting for Adult Day Care services and transportation.
3	WORKFORCE DEVELOPMENT BOARDS AND REAUTHORIZATION OF THE WORKFORCE INVESTMENT AND OPPORTUNITY ACT (WIOA)	Support reauthorization of WIOA through H.R. 6655, A Stronger Workforce for America Act, but with changes.	<ul style="list-style-type: none"> Enact five-year reauthorization with continued investments in low-income, youth and dislocated workers. Ensure that Workforce Development Boards are consulted during policy discussions and any potential changes to the Act. <p>More specific recommendations are provided in a separate document.</p>	Centralina's Workforce Development Board partners with economic development, education and business interests to ensure the region competes well in a global economy with an exceptional workforce.
4	APPROPRIATIONS – COMPETITIVE GRANTS ELIGIBILITY	Regional councils are not always explicitly eligible for competitive grants and direct funding from federal agencies.	Amend definitions of local governments to include regional councils. Submit request for appropriations report language to the following Appropriations Subcommittees: <ul style="list-style-type: none"> Agriculture and Rural Development Commerce, Justice, Science Energy and Water Interior, Environment, and Related Agencies Labor, Health and Human Services Transportation, Housing and Urban Development 	Centralina can apply for and administer grants benefiting the region and member governments.
5	APPROPRIATIONS – FY25 FUNDING AGENCIES AND PROGRAMS	Retain current funding levels for certain federal agency programs that regional councils of governments and member communities rely on for crucial planning, implementation and service delivery activities.	Protect the following agencies and programs and <i>at least</i> maintain funding levels in FY25 budget: <ul style="list-style-type: none"> Aging Programs funded by Older Americans Act (HHS) Workforce Innovation and Opportunity Act (WIOA) Funds (DOL, ED, HHS) <ul style="list-style-type: none"> Apprenticeship programs to help cover costs for on the job training Economic Development Administration (Commerce) 	Adequate funding for key programs and services directly supports: <ul style="list-style-type: none"> -Centralina Area Agencies on Aging -Centralina Workforce Investment Board -Centralina Economic Development District -Centralina Clean

			<ul style="list-style-type: none"> • RAISE Transportation Grants (DOT) • Clean Cities alternative fuel deployment program (DOE) and the Diesel Emission Reduction Grants Program (EPA) • Rural Development Programs (USDA) • Community Development Block Grants (HUD) • HOME Program (HUD) Housing Choice Voucher Program (HUD) • Energy Efficiency and Conservation Block Grant 	Fuels Coalition
6	TRANSPORTATION	Regional councils should be recognized specifically for eligibility in all transportation programs.	With the October 2021 adoption of the CONNECT Beyond Regional Mobility Plan, Centralina now has a blueprint for improving transportation choices and connections across a 12-county region. With over 180 recommendations for strategic investments in system design, programming and operations, it is imperative that new guidelines for discretionary federal grants include regional councils as eligible applicants.	Eligibility for funding programs will assist in implementation of regional priorities.

Updated December 18, 2023



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



CENTRALINA

REGIONAL COUNCIL

Item 7

Executive Board Agenda Item Cover Sheet

Board Meeting Date:	January 10, 2024	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Denise Strosser	Presentation Time:	NA			
Presenter at Meeting:	Denise Strosser	Phone Number:	(704) 348-2704			
		Email:	dstrosser@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	(704) 248-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Finance	Department Head Approval:	Denise Strosser			
Title of documents as shown in the Agenda: Annual placeholder operating and pass-through budget proposals for Fiscal Year 2025						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
<p>The Finance Director will present the placeholder annual operating and pass-through budget proposals for Fiscal Year 2025 prior to approval by the Board of Delegates at the annual meeting in February.</p>						
Background & Basis of Recommendations:						
<p>To comply with the Charter Resolution, the budgets for Centralina must be adopted by the Council no later than April 15th of each year. The Board of Delegates meets in February and then again in May, so the adoption must occur at the February 2024 meeting to comply with the Charter.</p> <p>The proposed membership dues assessment for Fiscal Year 2025 remains unchanged at \$0.24 per capita with no minimal assessment, as adopted for Fiscal Year 2023 and 2024.</p>						
Requested Action / Recommendation:						
<p>Motion to recommend the proposed FY2025 operating and passthrough placeholder budget ordinances for \$9,025,500 and \$17,308,900, respectfully, and the membership dues assessment of \$0.24 per capita with no minimal assessment per member to be approved for consideration for adoption by the Board of Delegates.</p>						
Time Sensitivity: <i>(none or explain)</i>	As described above					
Budget Impact: <i>(none or explain)</i>	As described above					

Fiscal Year 2024 - 2025 Proposed Annual Operating Budget Ordinance

ANTICIPATED REVENUES	FY2023		Audited YE Actuals	FY2024	FY2025
	Budgeted Original	Final		Estimated CY Budget	Placeholder Budget
Program Revenues					
Restricted Intergovernmental Revenue	5,699,605	5,247,806	4,641,104	6,399,391	6,532,000
Technical Assistance Projects	621,569	1,742,675	1,088,808	1,649,007	1,143,500
Other Program Revenue	257,473	913,594	643,953	464,617	335,000
Fund Balance Appropriated	-	-	-	-	-
Total Program Revenue	6,578,647	7,904,075	6,373,865	8,513,015	8,010,500
Other Revenues					
Member Dues Support	929,000	930,000	929,201	940,000	940,000
Interest and Other Revenue	1,000	37,060	33,111	73,000	75,000
Total Other Revenues	930,000	967,060	962,312	1,013,000	1,015,000
TOTAL ANTICIPATED REVENUES	7,508,647	8,871,135	7,336,177	9,526,015	9,025,500
EXPENSE APPROPRIATIONS					
Member services, Board and committees	225,000	703,120	655,283	934,453	953,500
Management and Business Operations	1,935,000	1,712,950	1,548,796	1,818,281	1,800,000
Information Technology	165,000	233,860	199,482	365,837	366,000
Community and Economic Development Depart.	696,188	1,224,023	1,128,496	1,334,927	1,351,000
Planning Department	620,509	1,187,661	1,056,315	1,753,537	1,700,000
Area Agency on Aging Department	4,656,950	4,330,421	3,197,944	4,093,025	4,095,000
Workforce Development Department	830,000	951,627	926,107	1,067,616	1,115,000
Indirect Costs Representation	(1,620,000)	(1,472,527)	(1,413,102)	(1,841,661)	(2,355,000)
TOTAL EXPENSE APPROPRIATIONS	7,508,647	8,871,135	7,299,321	9,526,015	9,025,500
Revenues over expenditures	-	-	36,856	-	-

Fiscal Year 2024-2025 Placeholder Grant Pass Through Budgets Ordinance

<u>Program</u>	<u>FY2023</u>		<u>Audited YE Actuals</u>	<u>FY2024 Estimated CY Budget</u>	<u>FY2025 Placeholder Budget</u>
	<u>Budgeted Original</u>	<u>Final</u>			
Area Agency on Aging					
HCC Block Grant	9,850,000	11,600,000	11,250,776	11,800,000	12,000,000
USDA Supplement	650,000	650,000	608,875	650,000	608,000 (1)
Title III-B Legal	85,000	202,922	150,246	103,000	150,000
Family Caregiver	520,000	572,818	587,921	573,000	560,000
Disease Prevention/Health Promotion	40,000	52,300	35,100	52,300	45,000
State Senior Center General Purpose	120,000	116,616	116,396	117,000	116,500
Heat Fan Relief	15,000	14,400	14,386	15,000	14,400
Supplemental Nutrition	-	45,973	46,985	-	-
ARPA Support Services	-	209,103	315,382	209,000	50,000
ARPA Congregate Nutrition	-	1,727,801	806,699	1,727,801	100,000
APA Home Delivered meals	-	1,107,478	336,390	1,170,000	100,000
	<u>11,280,000</u>	<u>16,299,411</u>	<u>14,269,156</u>	<u>16,417,101</u>	<u>13,743,900</u>
Workforce Development					
WIOA - XX-4010 Administrative Cost Pool	119,944	13,545	13,495	80,000	80,000
WIOA XX-4020 Adult Services	1,229,675	1,460,427	1,356,417	1,200,000	1,200,000
WIOA XX-4030 Dislocated Worker	957,209	504,571	520,508	950,000	950,000
WIOA XX-4040 Youth Services	1,172,304	1,085,155	967,068	1,250,000	1,250,000
WIOA XX-4050 Youth Initiative	83,469	62,587	19,908	65,000	-
WIOA XX-4050 Finish Line Grant	239,712	108,872	30,458	-	-
WIOA XX- XXXX Infrastructure Cost	96,109	90,749	90,249	85,000	85,000
WIOA NC Works Innovation Fund	182,425	-	-	-	-
NDWG COVID 2X-3130	250,000	214,638	108,969	-	-
	<u>4,330,847</u>	<u>3,540,544</u>	<u>3,107,072</u>	<u>3,630,000</u>	<u>3,565,000</u>
Total Grant	<u>15,610,847</u>	<u>19,839,955</u>	<u>17,376,228</u>	<u>20,047,101</u>	<u>17,308,900</u>

(1) This program does not have a lump sum authorization currently. It is authorized at .75 per meal. Current Authorization is an estimate.



CENTRALINA

REGIONAL COUNCIL

Item 8

Board Agenda Item Cover Sheet

Board Meeting Date:	January 10, 2023	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Geraldine Gardner	Presentation Time:	10min.			
Presenter at Meeting:	Nominating Committee Members	Phone Number:	717-434-2284			
		Email:	nclaiborne@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Submitting Department:	Administration	Department Head Approval:	Geraldine Gardner			
Title: Nominating Committee Update						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
The Nominating Committee will provide an update on its activities in advance of the February Board of Delegates meeting.						
Background & Basis of Recommendations:						
<p>Article IX, Section B of the CCOG bylaws states:</p> <p><i>The Executive Board, prior to the Council meeting each year at which elections are to be held, shall appoint a Nominating Committee of three (3) delegates. At the Council's meeting each year at which the elections are to be held, and prior to the election of officers by the Council at that meeting, the Nominating Committee shall submit to the Council the names of proposed officers. Nominations from the floor may be made. The person receiving the highest number of votes cast for each office shall be deemed elected.</i></p>						
Requested Action / Recommendation:						
Receive as information.						
Time Sensitivity: <i>(none or explain)</i>	The Board of Delegates will vote on the proposed slate of officer nominees at the February 21, 2023, annual meeting.					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	None					



CENTRALINA

REGIONAL COUNCIL

Item 9

Executive Board Agenda Item Cover Sheet

Board Meeting Date:	1/10/24	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Jason Wager	Presentation Time:	15 minutes			
Presenter at Meeting:	Jason Wager	Phone Number:	704-348-2707			
		Email:	jwager@centralina.org			
Alternate Contact:	Sarah Niess	Phone Number:	980-355-2022			
		Email:	sniess@centralina.org			
Submitting Department:	Planning	Department Head Approval:	Jason Wager			
Title of documents as shown in the Agenda:						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
<p>Centralina staff will provide key updates on the CONNECT Beyond project to keep the Executive Board apprised of current implementation activities, with a focus on achievements and next steps for the Advancing the Plan Committee, now that its series of 2023 meetings have concluded.</p>						
Background & Basis of Recommendations:						
<p>The Advancing the Plan Committee is an official ad-hoc Centralina advisory committee to steward regional conversation and action that advances the implementation of CONNECT Beyond's plan. The Committee has focused its past two meetings (November and December) around the goals of determining feasible options for a governance approach to regional collaboration and best next steps in 2024 to advance these shared interests.</p>						
<p>(1) <u>Committee Update:</u> The Advancing the Plan Committee engaged virtually on November 17, 2023, and held its final meeting on December 15, 2023. Staff and Advancing the Plan Committee Co-Chair, Mayor Darrell Hinnant (Kannapolis), will provide a summary of major outcomes of the Committee's efforts to date including the topics of potential funding strategies and a preferred governance structure for regional collaboration.</p>						
<p>(2) <u>Forecast for 2024 Activities:</u> The Committee has identified 2024 next steps that center around building broader regional support and gathering input from around the region. Project staff will forecast Committee activities for 2024.</p>						
Requested Action / Recommendation: <i>Receive as information and provide feedback as requested.</i>						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	None					



CENTRALINA

REGIONAL COUNCIL

Item 10

Board Agenda Item Cover Sheet

Board Meeting Date:	January 10, 2024	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Anna Lu Wilson	Presentation Time:	10 minutes			
Presenter at Meeting:	Christina Danis	Phone Number:	704-688-6502			
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Alternate Contact:	Anna Lu Wilson	Phone Number:	704-385-4790			
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Submitting Department:	Community Economic Development	Department Head Approval:	Christina Danis			
Title of documents as shown in the Agenda: Update on Regional Projects						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
The Board will receive an update on the Community Economic Development special projects currently underway in the Centralina Region.						
Background & Basis of Recommendations:						
<p>Implementation of the Region's Comprehensive Economic Development Strategy (CEDS) is intently moving forward with 28 out of 58 action items in progress. Among those 17 are identified as URGENT needs while 11 are categorized as CRITICAL or MODERATE initiatives. The CED staff regularly reports implementation progress to the Centralina Economic Development District Board. Highlights include:</p> <ul style="list-style-type: none"> • Centralina is part of the US EDA Tech Hub <i>Charlotte Innovation Center for Optics and Metrology</i> (CICOM) consortium which is being led by UNC Charlotte. Centralina is spearheading the talent development activities as part of a \$500,000 tech hub strategy development grant. • NC State Institute for Emerging Issues was delayed in providing the funding award to begin developing Digital Inclusion Plans for seven counties. However, staff have conducted outreach and overview sessions with County IT and Communication leads to strategize the deployment of the initiative and to better understand the needs of each county. The official launch will begin this quarter. The Centralina CED team will be collaborating with Centralina AAA team on the Digital Champion Grant application due 1/22/24 for the Centralina region to help promote digital literacy and public safety awareness for the aging population. • Staff will be leading FEMA Public Assistance Disaster Recovery Preparedness Program sessions for local government units on Feb. 8th and 13th in person at the Centralina offices. • Preparations are underway for a formal event on February 15th focusing on the Role of Childcare in the North Carolina Economy. 						
Requested Action / Recommendation:						
None.						
Time Sensitivity: <i>(none or explain)</i>	None.					
Budget Impact: <i>(none or explain)</i>	None.					

Attachments: <i>(none or list)</i>	None.
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