



March 12, 2025
Executive Board Meeting Agenda

Wednesday, March 12, 2025
 In-person with a virtual option
 Join by computer:
<https://us06web.zoom.us/j/85855172282>
Meeting ID 858 5517 2282
 or Call **646-931-3860,85855172282#**

Vice Chair David Scholl will convene a meeting of the Centralina Executive Board **on Wednesday, March 12, 2025, 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) with a virtual attendance option via Zoom.

Time	Item	Presenter
5:00 p.m.	Call to Order	David Scholl
	Roll Call	
	Moment of Silence	
	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 6-8</i>	Approval of January 8, 2025, Executive Board Meeting Minutes Approval of January 8, 2025, Executive Board Meeting Minutes. The minutes from the January 8, 2025, meeting have been distributed to all members of the Executive Board and should be approved if correct. Action/Recommendation: <i>Motion to approve January 8, 2025, Executive Board meeting minutes.</i>	David Scholl
5:05 p.m. Item 2 <i>Pages 10-37</i>	Solarize Charlotte Mecklenburg Project Approval The City of Charlotte is contracting with Centralina Regional Council to deploy a community-based solar campaign using the City’s awarded Energy Efficiency and Conservation Block Grant funding in the amount of \$777,930. The Board is asked to authorize the Executive Director to enter into a contractual agreement to receive the funds from the City of Charlotte and to disperse a portion of these funds to a project partner secured through a federally compliant procurement process. Action/Recommendation <i>Motion to authorize the Executive Director to enter into a contractual agreement with the City of Charlotte to receive \$777,930 in grant funds and to disperse a portion of these funds to qualified partners procured through a federally compliant RFP process.</i>	Jason Wager & Christina Danis
5:05 p.m. Item 3 <i>Pages 39-42</i>	Resolution of Support for NC Department of Transportation FY2026 Public Transportation Program Funding <i>As part of the implementation of CONNECT Beyond’s recommendations, Centralina Regional Council</i>	Jason Wager

Time	Item	Presenter
	<p>("Centralina") is launching the region's first transportation demand management (TDM) program, CONNECT Centralina. This grant application requires an organization's Board to adopt the attached resolution, which ensures the 50% match funding is programmed and available for TDM activities. Centralina will apply for funds by March 21, 2025, and will request \$50,000 in NC DOT funds to be matched with \$50,000 in local and federal funds. These funds will support efforts to establish and build regional recognition of CONNECT Centralina and to support marketing and education efforts to promote alternative transportation options to single occupancy vehicle trips</p> <p>Action / Recommendation: <i>The Executive Board is asked to adopt the attached TDM Grant Resolution and affirm \$50,000 in match funds for Centralina's NC DOT TDM grant in FY2026.</i></p>	
<p>5:05 p.m. Item 4 <i>Pages 44-50</i></p>	<p>Food Assistance for High-Risk Older Adults-Providing Elders with Additional Sustenance (PEAS) Project The Executive Board is asked to approve the receipt of the State Fiscal Recovery Fund (SFRF) Food Assistance for High-Risk Older Adults – Providing Elders with Additional Sustenance (PEAS) Project funds from the NC Division on Aging. These funds have been authorized by the NC General Assembly to address food insecurity among frail and/or functionally impaired older adults. Administered by the Area Agency on Aging, the project will provide groceries, produce, and/or meals with a limit of \$20 per produce box and/or grocery box, and \$10 per meal. Funds designated for Centralina total \$395,773 and must be spent by September 30, 2026.</p> <p>Action/Recommendation: <i>Motion to approve the State Fiscal Recovery Fund (SFRF) Food Assistance for High-Risk Older Adults – Providing Elders with Additional Sustenance (PEAS) Project funds for allowable services in the Centralina nine-county region.</i></p>	<p>Linda Miller</p>
<p>5:05 p.m. Item 5 <i>Pages 52-57</i></p>	<p>Town of Norwood FY25 CDBG-NR Administration and Construction Management Services Centralina Regional Council is contracting with the Town of Norwood on an NC Commerce FY25 CDBG-Neighborhood Revitalization (NR) grant award of \$1,672,762 for home repair of up to 15 low to moderate-income (LMI) owner-occupied homes in the Town of Norwood. Centralina is</p>	<p>Christina Danis</p>

Time	Item	Presenter
	<p>contracting for CDBG-NR Grant Administrative services of \$167,231 (10% of total award) and Construction Management support services of \$89,700 (\$5,900/unit x 15 units) for a contract total of \$256,931. The Board is being asked to authorize the Executive Director to enter into a contractual agreement to receive these funds.</p> <p>Action/Recommendation <i>Motion to authorize the Executive Director to enter into a contractual agreement with the Town of Norwood to receive \$256,931 in funds.</i></p>	
<p>5:05 p.m. Item 6 <i>Pages 59-64</i></p>	<p>Town of Wadesboro FY 25 CDBG-NR Administrative and Construction Management Services Centralina Regional Council is contracting with the Town of Wadesboro on an NC Commerce FY25 CDBG-Neighborhood Revitalization (NR) grant award of \$1,438,382 for home repair of up to 12 low to moderate-income (LMI) owner-occupied homes in the Town of Wadesboro. Centralina is contracting for CDBG-NR Grant Administrative services of \$143,838 (10% of total award) and Construction Management support services of \$71,760 (\$5,900/unit x 12 units) for a contract total of \$215,598. The Board is being asked to authorize the Executive Director to enter into a contractual agreement to receive these funds.</p> <p>Action/Recommendation: <i>Motion to authorize the Executive Director to enter into a contractual agreement with the Town of Wadesboro to receive \$215,598 in funds.</i></p>	<p>Christina Danis</p>
Regular Agenda Items:		
<p>5:05 p.m. Item 7 5 minutes <i>Pages 66-68</i></p>	<p>Executive Board Orientation & 2025 Forecast The Executive Board will participate in an interactive session to meet new representatives and discuss the forecast of 2025 meeting topics.</p> <p>Action/Recommendation <i>Receive as information.</i></p>	<p>Geraldine Gardner</p>
<p>5:10 p.m. Item 8 20 minutes <i>Pages 70-74</i></p>	<p>Strategic Plan Update The Executive Director will present an update on the Centralina Strategic Plan update process including a recap of the insights from stakeholder engagement and a review of the draft goals.</p> <p>Action/Recommendation: <i>Receive as information and provide feedback as requested.</i></p>	<p>Geraldine Gardner</p>



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Time	Item	Presenter
5:30 p.m. Item 9 20 minutes <i>Pages 76-101</i>	NC Community Care Hub (NC CCH) Participation and Aging Services Spotlight The NC Association of Regional Councils of Government and the NC Area Agencies on Aging are in the early stages of developing a community care hub (CCH) for the state. As a participating entity, Centralina Regional Council would become part of twelve Councils providing a network of services to align healthcare and social needs that would serve all 100 counties in the state. An update will be provided on the status of the NC Community Care Hub (NC CCH), progress in development of the hub, and a review of the role of the CCH for the future of expanding services and increasing capacity in the region. Action/Recommendation <i>Receive as information and provide feedback as requested.</i>	Linda Miller
5:50 p.m. Item 10 20 minutes <i>Pages 103</i>	State and Federal Relations Update Staff will provide an update on the 2025 Federal and State advocacy agenda progress including: <ul style="list-style-type: none"> • February 19th Centralina Learns Event • Raleigh Relations <ul style="list-style-type: none"> ○ UpState Legislative Tracking Tool ○ Downzoning Repeal / SB382 Update ○ NCARCOG Legislative Day – April 2nd • Federal <ul style="list-style-type: none"> ○ February advocacy meetings recap ○ Reconciliation and appropriations process update ○ Transition impact on Centralina grants and finances Action/Recommendation: <i>Receive information and provide feedback as requested.</i>	Geraldine Gardner and Shirley Spidell Strategics Consulting
6:10 p.m. 5 minutes	Comments from the Executive Board and Centralina Staff	Board Members and Staff
6:15 p.m. 5 minutes	Comments from the Executive Director	Geraldine Gardner
6:20 p.m. 5 minutes	Comments from the Vice Chair	David Scholl
6:25 p.m.	Adjournment	David Scholl



CENTRALINA

REGIONAL COUNCIL

Item 1



**Executive Board Virtual Meeting Minutes
January 8, 2025**

Officers Present	Board Members Present	Board Members Not Present	Centralina Staff and Guests Present
Jay McCosh, Chairman David Scholl, Vice Chair Tony Long, Secretary Jarvis Woodburn, Treasurer	Martha Sue Hall Jamie Hammill Felina Harris Gene Houpe Corinthia Lewis-Lemon Elaine Powell Shawn Rush Jennifer Stepp Jennifer Teague Edd Driggs Darrell Hinnant Bob Hovis	Patty Crump Kevin Demeny Brian Helms Jamie Lineberger Mark Loden Lynn Shue	Narissa Claiborne Geraldine Gardner Denise Strosser Kelly Weston Tisha Steen Jason Wager Michelle Nance Guests Leslie Mozingo

Call to Order

Chairman Jay McCosh, Town of McAdenville, called the meeting to order.

Narissa Claiborne, Clerk to the Board, called roll and noted a quorum present.

Moment of Silence

Mayor Karen Alexander
John H. Holmes

Pledge of Allegiance

Chairman McCosh called for the Executive Board to stand for the Pledge of Allegiance.

Amendments to the Agenda.

None.

Consent Agenda

Item 1. Approval of November 13, 2024, Executive Board Meeting Minutes

Regular Agenda Items

Item 2. Centralina Spotlight and Board Forecast

Centralina Regional Council Executive Director, Geraldine Gardner shared with the Board the 2025 Board forecast. Ms. Gardner also asked the Board to provide input suggestions. Deputy Executive Director Michelle Nance shared the Centralina spotlight video, which focused on Centralina Human Resources Services.

Item 3. FY24-25 Budget Presentation

Centralina Finance Director, Denise Strosser and Executive Director Geraldine Gardner shared the background of Centralina membership dues process including the placeholder annual operating and pass-through budget proposals for Fiscal Year 2026 and recommend approval by the Board of Delegates at the annual meeting in February.

Chairman McCosh called for a motion to approve the proposed FY2026 operating and passthrough place holder budget ordinances in the amount of \$14,503,405 and \$16,248,900, respectfully and the membership dues assessment of \$0.25 per capita with no minimal assessment per member to be approved for consideration for adoption by the Board of Delegates

After deliberating, the Board recommended the proposal be adjusted to the rate of \$0.25 per capita with the option to review the rate next year with the opportunity to possibly increase an additional \$0.01 cent increase added next year.

Council member Jennifer Stepp approved the motion. Commissioner Tony Long seconded. The Board unanimously approved the motion.

Item 4. 2025 Centralina Nomination Committee Forecast

Chairman McCosh called on the 2025 Centralina Nomination Committee to share their 2025 Officer recommendations, which included a recommended slate of Chairman McCosh- Gaston Co, McAdenville, Vice Chair, David Scholl Union County- Stallings, Secretary Tony Long, Mecklenburg County- Mint Hill and Secretary Jarvis Woodburn, Anson County.

Chairman McCosh called for a motion to approve the 2025 Officer slate. Commissioner Bob Hovis approved the recommendation for approval from the Board of Delegates.

Item 5. Federal Relations Update

Chairman McCosh introduced Leslie Mazingo of Strategics Consulting. Ms. Mazingo shared an update on Centralina's federal relations efforts, including a performance report of activities for December 2024

Chairman McCosh called for a motion to accept the Strategics Consulting performance report for December 2024.

Commissioner Hovis of Gaston County approved of the motion. Commissioner Scholl of Stallings seconded the motion. The Board approved unanimously.

Item 6. State Advocacy Opportunity

Executive Director Geraldine Gardner and Jason Wager reviewed the impacts of certain provisions in Senate Bill (SB) 382 which limit local government authority for what is termed as "down zoning." Mr. Wager asked the board to provide direction regarding the position Centralina should take on advocating for a repeal of the 160D amendments in SB382.

Comments from the Executive Board and Centralina Staff

None.

Comments from the Executive Director

- Ms. Gardner shared the Strategic Priorities Survey and asked the Executive Board to complete it.

Comments from the Chair

- 2025 Budget public hearing
- February 12- Board of Delegates Annual meeting.
- Next Executive Board meeting will be held on Wednesday, March 12
- Thank you for your dedication.

Adjournment

With no further business to be discussed, Chairman McCosh adjourned the meeting at 6:11 p.m.



CENTRALINA

REGIONAL COUNCIL

Item 2



Board Agenda Item Cover Sheet

Board Meeting Date:	March 12, 2025	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Jason Wager and Christina Danis	Presentation Time:	N/A			
Presenter at Meeting:	N/A	Phone Number:	(704) 348-2707			
		Email:	jwager@centralina.org cdanis@centralina.org			
Alternate Contact:	Megan Upchurch	Phone Number:	(704) 688-7035			
		Email:	mupchurch@centralina.org			
Submitting Department:	Regional Planning	Department Head Approval:	Jason Wager			

Title of documents as shown in the Agenda:

Solarize Charlotte Mecklenburg Project Approval

Description of Agenda Item:

City of Charlotte is contracting with Centralina Regional Council to deploy a community-based solar campaign using the City's awarded Energy Efficiency and Conservation Block Grant funding in the amount of \$777,930. The Board is asked to authorize the Executive Director to enter into a contractual agreement to receive the funds from the City of Charlotte and to disperse a portion of these funds to a project partner secured through a federally-compliant procurement process.

Background & Basis of Recommendations:

Formally referred to as "Solarize Charlotte Mecklenburg," this campaign is a public-private coalition consisting of the City of Charlotte, Mecklenburg County, local governments in Mecklenburg County, and Solar Crowdsource (a solar campaign and installation oversight consultant). The City of Charlotte has requested Centralina's involvement in the project due to our expertise in regional collaboration, managing grant funds, and adhering to requirements regarding income-qualified participants.

The campaign supports the installation of solar energy systems in residential units in line with the City and County goals for energy resilience; it includes a marketing rate program (paid for by homeowners) and income-qualified program (eligible homeowners funded by grant funds). Centralina's role is to support the campaign, coordinate regional partners, and manage the income-qualified portion of the program. Our responsibilities include managing a competitive RFP process that is federally compliant to select one or more installation companies to participate in the campaign.

The City of Charlotte has confirmed the availability of Energy Efficiency and Conservation Block Grant funds for this project. All contractual and subaward agreements will be legally approved by Centralina's attorney prior to execution.

- *Grantor:* City of Charlotte
- *Type:* Department of Energy Efficiency and Conservation Block Grant
- *Total Amount:* \$777,930
- *Funding Breakdown:* Centralina staff salaries and direct meeting & operational expenses (\$213,920); income-qualified homeowner solar installation project costs (\$544,562); non-

profit partners education and outreach support services (\$19,448)

- *Timeline:* Effective Date of Agreement to December 31, 2026 (with most work anticipated to be completed by May 2026 to allow for project closeout)

Requested Action / Recommendation:

Motion to authorize the Executive Director to enter into a contractual agreement with the City of Charlotte to receive \$777,930 in grant funds and to disperse a portion of these funds to qualified partners procured through a federally compliant RFP process.

**Time Sensitivity:
(none or explain)**

Approval is time sensitive due to project schedule required by the City of Charlotte and grant fund requirements that all activities be completed no later than 12/2026.

**Budget Impact:
(none or explain)**

Receipt of \$777,930 in funding. No match required.

**Attachments:
(none or list)**

1. City of Charlotte Contract
2. Timeline and Partner Relationships handout

Effective Date:	City Vendor#: 3614
Between the City of Charlotte ("City") and Centralina Council of Governments ("Centralina")	
<p>This cover sheet ("Cover Sheet") and each of the attachments listed below ("Attachments") together comprise a Solarize Charlotte Mecklenburg (the "Contract") entered into as of the Effective Date, between CENTRALINA COUNCIL OF GOVERNMENTS, d.b.a. Centralina Regional Council, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business of 10735 David Taylor Drive, Suite 250, Charlotte, NC 28262 (Centralina), registered to do business in North Carolina and the City of Charlotte, a North Carolina municipal corporation:</p>	
A - Service Terms B - General Conditions C - Price Schedule D - Scope of Services	E - Project Schedule F - Federal Contracting Terms G - Confidentiality Terms
<p>Term: This Contract will start on the Effective Date and continue through midnight on December 31, 2026. (the "Initial Term").</p>	
Renewals: Reserved	
<p>Services. Centralina 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 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>Capitalized terms used in this Contract have the meanings assigned in this Contract</p>	<p>Email invoices to: cocap@charlottenc.gov</p> <p>-or-</p> <p>Mail invoices to the following: 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> Megan Upchurch Centralina Council of Governments 10735 David Taylor Drive, Suite 250 Charlotte, NC 28262 Phone: 704-688-7035 Email: mupchurch@centralina.org	<p>City Business Contact</p> Kasandra Davis City Procurement 600 East Fourth Street, 12 th Floor Charlotte, NC 28262 Phone: 704-572-8337 Email: kasandra.davis@charlottenc.gov
By signing below, the parties accept and agree to the terms set forth in this Contract.	
<p>Centralina Council of Governments</p> Signature: _____ Print Name: _____ Title: _____ Date: _____	<p>City of Charlotte</p> Signature: _____ Print Name: _____ Title: _____ Date: _____
RESERVED	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

ATTACHMENT A- SERVICE TERMS

This Attachment is incorporated into the Solarize Charlotte Mecklenburg (“**Contract**”) between the City of Charlotte (“**City**”) and Centralina Council of Governments (“**Centralina**” or “**the Company**”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **Services.** Centralina 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. **Expenses.** The City will reimburse Centralina for the following expenses for Centralina personnel who live outside of a 100-mile radius of Charlotte, North Carolina and who travel to Charlotte in the performance of the Services:
 - Lodging at a local hotel.
 - A per diem meal reimbursement.
 - Parking, tolls, or rental car.
 - Travel costs to and from the City.

The above expenditures may not exceed those allowable under the then-prevailing GSA rates for Charlotte, NC (available at <https://www.gsa.gov/travel-resources>).

For Centralina or subcontractors and employees who stay in Charlotte over extended time periods, Centralina will rent an apartment in the City if doing so proves to be more economical on a monthly average. Otherwise, Centralina will attempt to obtain accommodations at the same rates as those applicable for federal government employees. Centralina will attempt to minimize travel costs by obtaining the lowest fares reasonably practicable under the circumstances.

Each invoice for expenses shall itemize in detail and provide documentation for all expenses for which Centralina seeks reimbursement.

3. **Premium Rates.** Unless explicitly listed in the Price Schedule, Centralina 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.
4. **Billing Records.** During the term of this Contract and for three (3) years after it terminates, Centralina will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit Centralina’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. Centralina 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 Centralina. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Centralina

shall be required to reimburse the City for the cost of the audit.

5. **Employment Taxes and Employee Benefits.** Centralina acknowledges and agrees that Centralina’s employees and subcontractors are not employees of the City. Centralina represents, warrants, and covenants that Centralina 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. Centralina shall indemnify, defend, and hold harmless the City and the City’s 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 Centralina any claim that an individual performing the Service is an employee of the City.
6. **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**”). Centralina hereby assigns and transfers all rights in the Intellectual Property to the City. Centralina 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. Centralina 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.
7. **License to Use Intellectual Property.** The City grants Centralina a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. Centralina may not to use the Intellectual Property for other purposes without the City’s prior written consent, and Centralina agrees to treat the Intellectual Property and all City data with the same level of protection that Centralina afford Centralina’s own trade secrets and intellectual property.
8. **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. Centralina 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.

- 9. Company Will Not Sell or Disclose Contract Data.** Centralina will treat Contract Data as Confidential Information under this Contract. Centralina 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.
- 10. Supporting Data.** If Centralina will be providing work product under this Contract that is based on an analysis of data Centralina will provide the City with all data supporting Centralina 's analysis ("Supporting Data") in a machine-readable format, together with a written description of the methods of analysis. Excluding Confidential Information of Centralina (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.
- 11. 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 Service unless the City can do so at no cost. When this Attachment requires the City to provide a resource, Centralina shall request it in writing in a timely manner. If Centralina will be delayed in performing due to any failure by the City to provide a resource required by this Contract, Centralina 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 Centralina from any failure or delay in performance unless Centralina has followed these steps. The duration of any excused delay will be limited to the time period after Centralina has followed these steps.
- 12. Compensation for Termination Without Cause.** If the City terminates this Contract without cause, the City shall pay Centralina 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 Centralina 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.
- 13. Removal and Replacement of Personnel.** "Key Personnel" are the individuals listed as such on the Scope of Service, and any other individuals whom the City reasonably deems integral to successful performance of the Services. Absent the City's written approval, Centralina will not: (i) remove Key Personnel from performance of this Contract or permit Centralina's subcontractors to remove Key Personnel from performance of this Contract; or (ii) materially reduce or allow Centralina'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, Centralina will promptly comply with the request and provide the City with the requisite background materials for a proposed alternate or successor. If Centralina does not believe the City has reasonable grounds for making the request, Centralina 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.
- 14. Regeneration of Lost or Damaged Data.** If Centralina loses or damages any data in the City's possession, Centralina will, at Centralina's own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at Centralina's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
- 15. City Materials and Data Treated as Confidential.** Centralina will treat as confidential information all data and materials provided by or processed for the City in connection with this Contract. Centralina 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.
- 16. Background Checks.**
- 16.1. BACKGROUND CHECKS REQUIRED PRIOR TO WORK.** Prior to starting work under this Contract, Centralina will conduct a background check on each Centralina employee assigned to work under this Contract, and will require its subcontractors (if any) who receive funds under this contract 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.
- 16.2. NEW CHECKS REQUIRED EACH YEAR AND PRIOR TO NEW PROJECTS.** After starting work under this Contract, Centralina will, on an annual basis, perform a Background Check for each Centralina employee assigned to work under this Contract during that year, and will require its subcontractors (if any) who receive funds under this contract to do the same for each of their employees. If Centralina undertakes a new project under this Contract, then prior to commencing performance of the project Centralina will perform a Background Check for each Centralina employee assigned to work on the project, and will require its subcontractors (if any) to do the same for each of their employees.
- 16.3. ADDITIONAL INVESTIGATION OF CERTAIN EMPLOYEES.** If a person's duties under this Contract fall within the categories described below, the Background Checks that Centralina will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- 16.3.1. If the job duties require driving: A motor vehicle records check.
- 16.3.2. If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
- 16.3.3. If job duties include entering a private household or interaction with children: A sexual offender registry check.
- 16.4. COMPLIANCE WITH APPLICABLE LAW. Centralina 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.
- 16.5. DUTY TO REPORT INFORMATION TO CITY. Centralina shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.
- 16.6. CHECKS CONDUCTED BY CITY. The City may conduct its own background checks on principals of Centralina 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.

ATTACHMENT B – GENERAL CONDITIONS

This Attachment is incorporated into the Solarize Charlotte Mecklenburg (“Contract”) between the City of Charlotte (“City”) and Centralina Council of Governments (“Centralina” or “the 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 Centralina shall detail all Services performed and delivered which are necessary to entitle Centralina 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, Centralina must invoice the City for Services within sixty (60) days after the Services are performed. Centralina 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 Centralina. 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). Centralina 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 Centralina:
 - 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 Centralina has not in fact defaulted, the termination shall be deemed to have been effected for the convenience of the City and the Centralina 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, Centralina will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to Centralina 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 Centralina of the obligation to pay any fees, taxes or other charges then due to the City. Termination shall not relieve the Centralina from any claim for damages previously accrued or then accruing against Centralina. In the event that the City disputes in good faith an allegation of default by Centralina, notwithstanding anything to the contrary in this Contract, the Centralina 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 Centralina, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
9. **REPRESENTATIONS AND WARRANTIES.** Centralina 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) Centralina 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) Centralina has the requisite power and authority to execute and perform this Contract. Centralina and each person signing this Contract for Centralina represents and warrants that the execution, delivery, and performance of this Contract have been duly authorized by Centralina. Additional warranties may be set forth in the Attachments.

10. REMEDIES.

10.1. **Right to Withhold Payment.** At the non-breaching party's election, Centralina 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 Centralina 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, Centralina 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, Centralina shall indemnify, defend, and hold harmless the City and the City' 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 Centralina or any of Centralina'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 Centralina 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, Centralina 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 Centralina 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, Centralina shall promptly refund to the City all amounts paid under this Contract.

In any case in which Centralina 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 Centralina).

12. INSURANCE.

Centralina 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.

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

Centralina 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:

- i. If Centralina 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.
- ii. If Centralina does not own or lease any vehicles but is using their personal vehicles to perform a service under this Contract, primary Personal Automobile Liability may be provided at limits not less than \$100,000 each person, \$300,000 each accident and property damage liability of \$50,000.
- iii. If Centralina does not own or lease any vehicles but has employees using their vehicles to provide goods or perform a service under this Agreement, Company must provide hired/non-owned automobile liability coverage at a limit of not less than \$1,000,000 per occurrence aggregate.
- iv. If Centralina is trucking fuel or hauling potential pollutants, the Automobile Liability coverage shall be broadened to include pollution coverage on covered autos, and a copy of endorsement CA 99 48 shall be provided to the City. Company must also supply the City with evidence of motor carrier endorsement MCS-90 as required by the Federal Motor Carrier Safety Administration’s Motor Carrier Act.
- v. If the Company will be operating vehicles in the Aircraft Operation Area (“AOA”), the aforementioned insurance limits shall be no less than \$5,000,000 for all the categories as described above.

(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 Centralina does not employ more than 2 full time employees, Centralina 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 \$1,000,000 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 Centralina 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:

Shelia Anderson	Mandana Vidwan
General Services	City Attorney’s Office
600 East Fourth Street	600 East Fourth Street
Charlotte, NC 28202	Charlotte, NC 28202
980-390-7444	980-432-4834
Shelia.Anderson@charlotte.nc.gov	Madana.Vidwan@charlotte.nc.gov

Megan Upchurch
Centralina
10735 David Taylor Drive, Suite 250
704-688-7035
mupchurch@centralina.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, Centralina will obey all instructions and City policies applicable to City employees and contractors that Centralina is made aware of. If Centralina causes damage to the City’s equipment or facilities, Centralina will promptly repair or replace such damaged items at Centralina’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 Centralina 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. Centralina 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. Centralina consents to be bound by the award of any arbitration conducted thereunder.

17. **REQUIRED BY STATE LAW.**

17.1. E-Verify. Centralina 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, Centralina 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 Centralina 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 Centralina agrees to pay the liquidated damages assessed by the City at the rates set forth in the CBI Program for each specified violation. The Centralina 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 Centralina 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 Centralina 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 Centralina 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 Centralina 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. Centralina 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	0%
Total WBE Utilization	0%
Total SBE Utilization	0%
Total MWSBE Utilization	0%

Centralina 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 Centralina 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. Centralina 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 Centralina has committed to spend with the subcontractor. The letter(s) of intent will be submitted in such format as the City shall determine. Centralina 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 Centralina 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 Centralina and accepted by the City.
- 19.3. PAYMENTS TO MWSBES. Centralina 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 Centralina has made a Quick Pay Commitment under the CBI Program, Centralina 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 REPORTING. As a condition to receiving payments under this contract, Centralina agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the city, detailing the amounts paid by Centralina to all subcontractors and suppliers receiving payment in connection with this contract.
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 Centralina 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 Centralina, 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. Centralina 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) Centralina may list the City as a reference, and (ii) Centralina 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. Centralina 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. Centralina will not take any action that is or is likely to be perceived as conflict of interest under this Contract. Centralina has not made and will not make any gifts to City employees or officials in connection with this Contract.
- 20.14. COMPLIANCE WITH LAWS. Centralina and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards ("Applicable Law") in performing this Contract. Centralina 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. Reserved.

ATTACHMENT C – PRICE SCHEDULE

This Attachment is attached and incorporated into the Solarize Charlotte Mecklenburg (the “Contract”) between the City of Charlotte and Centralina Council of Governments (“Centralina”). 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.

Centralina shall provide the Services detailed in this Contract at rates set forth below.

1. **Initial Contract Value: \$777,930**
2. **Deliverables.**

The estimated budget breakdown is based on two (2) years of services spanning three (3) fiscal years. Total costs for Charlotte include all deliverables outlined in the Scope of Work.

Deliverable	Estimated Cost
Market rate campaign Administration	\$58,334.00
FY 2025	\$10,796.00
FY 2026	\$35,022.00
FY 2027	\$12,516.00
* LMI Component Administration	\$155,586.00
FY 2025	\$34,177.00
FY 2026	\$89,848.00
FY 2027	\$31,561.00
Direct Partner Capacity Building	\$19,448.00
FY 2025	\$2,500.00
FY 2026	\$15,000.00
FY 2027	\$1,948.00
LMI Installations	\$544,562.00
**TOTAL	\$777,930.00

*LMI is defined as Low-to-Moderate Income.

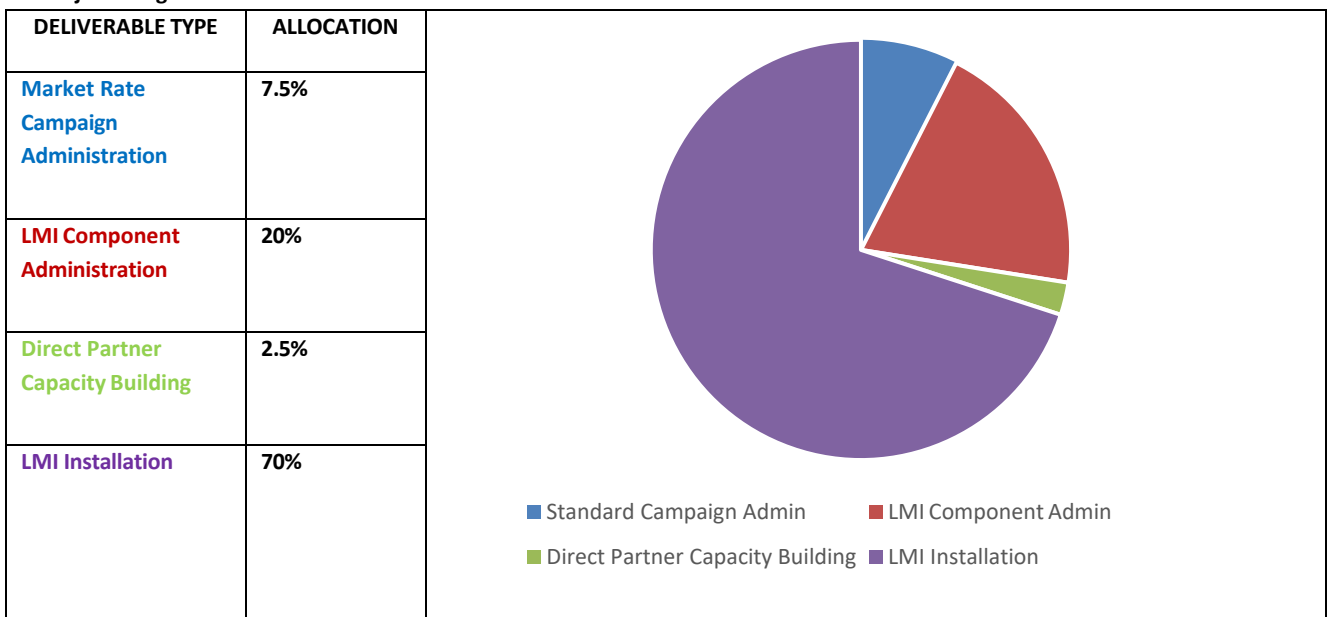
* * The City retains the right, at its sole discretion, to increase the total deliverable expenditure by a maximum of \$350,000.00. Any proposed budget increase must conform to the stipulated percentages outlined in the Project Budget Allocation.

3. Payment Schedule.

Deliverable	Payment Schedule
Market Rate Campaign Administration	Centralina shall invoice the City quarterly for expenses incurred. Expenses are not to exceed \$233,368.00 in total throughout the contract term.
LMI Component Administration	
Direct Partner Capacity Building	

Deliverable	Payment Schedule
LMI Installation	<p>The City shall pay Centralina \$250,000.00 for LMI Component installs conducted by the awarded solar installer awarded the Solar Installation Request for Proposal (RFP) administered by Centralina.</p> <p>Centralina will provide written notice to the City about the release of these funds at least 60 days prior to the commencement of LMI installations to allow for sufficient time to transfer the funds to Centralina and reduce any interest-bearing activity.</p> <p>Centralina shall invoice the City once per month for installation services to be rendered, thereafter with a not-to-exceed amount of \$294,562.00</p>

4. Project Budget Allocation.



ATTACHMENT D - SCOPE OF SERVICES

This Attachment is attached and incorporated into the Solarize Charlotte Mecklenburg Program (the "Contract") between the City of Charlotte and Centralina Council of Governments ("Centralina"). 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. SCOPE OF WORK.

The City of Charlotte will engage with Centralina to develop and implement the Solarize Charlotte Mecklenburg Program. This program will have the potential to partner with neighboring local government units in Mecklenburg County.

1.1. The objectives of Solarize Charlotte Mecklenburg are as follows:

- a. **Improve the affordability of solar energy:** Lower the cost of residential and commercial solar energy through the power of group-purchasing and reduced acquisition costs. Pass savings on to residents and businesses of participating local governments.
- b. **Provide direct equitable access to solar energy installations:** Leverage predetermined, highly vetted materials, pricing, and contractor(s) through a competitive federal/state/local compliant bid process coupled with the development of service provider partnerships to build capacity and access to solar installations for Low to Moderate Income (LMI) households.
- c. **Build capacity for education and community engagement:** Conduct widespread in-person and digital outreach activities through town hall meetings, workshops, solar "open house" gatherings, and capacity-building support mechanisms to ensure local community groups and grassroots community partners are empowered to lead and support renewable energy initiatives now and in the future.
- d. **Develop a solarize plan to promote benefits of renewable energy and solar-positive policies:** Centralina will provide national best practices and case study examples related to streamlined solar energy permitting policies and fair utility distributed generation policies. The plan will serve as a lessons-learned perspective of the project's ability to support greenhouse gas reduction goals, clean-energy production, renewable energy workforce development opportunities, and other community energy resilience and equity policy objectives.
- e. **Advance the Strategic Energy Action Plan (SEAP):** Pursue the City of Charlotte's SEAP goals to become a low-carbon city by 2050 by reducing greenhouse gas (GHG) emissions to less than two tons of carbon dioxide equivalent (2tCO₂e) per person, annually.

2. SERVICE DELIVERABLES:

Solarize Charlotte Mecklenburg Program will have three (3) phases: Program Administration, Market Rate Campaign; and LMI Component.

2.1. PHASE I: Program Administration and Coordination. Centralina will coordinate a program to ensure that market rate installation and LMI installation align and that the program's cost benefits support the LMI Component for households at 80% or less of the U.S. Department of Housing and Urban Development (HUD) LMI Household limits.

2.1.1. Program Administration.

Program administration and coordination will take place throughout the entirety of the market rate campaign and LMI Component. These efforts will be in partnership with an independent solar campaign contractor, the selected solar installer, the City of Charlotte, Mecklenburg County, and any neighboring local governments in the county that choose to opt-in to the program through the activities described below. Centralina will be the lead project manager and work in tandem with an independent solar campaign contractor on the program and LMI Component. Centralina will ensure key decision points are implemented clearly and consistently and prioritize program needs pre-, during, and post- the Solarize Charlotte Mecklenburg Market Rate and LMI Component programs.

- i. **Deliverable 1:** Develop a playbook template and working document for future solarize programs. The Solarize Charlotte Mecklenburg Playbook will serve as a final project deliverable that tracks throughout the project;
- ii. **Deliverable 2:** Develop qualification requirements and participation selection process for the Request for Proposals (RFP) for solar installers;
- iii. **Deliverable 3:** Oversee outreach and vetting of LMI component partnership entities; and,

- iv. **Deliverable 4:** Oversee the management and disbursement of LMI partnership installation and project close-out activities.

2.1.2. Program Coordination:

This sub-task seeks to convene and confirm all program participants and LMI Component partners, set up program oversight and advisory structures to ensure successful outcomes and proactively coordinate partners with vendors and participants.

- i. **Deliverable 1:** Centralina will convene and confirm local government partners interested in participating in the solarize program. Coordination efforts to include:
 - i. A project launch meeting will be planned and hosted in partnership with the City of Charlotte for interested local government partners located in Mecklenburg County;
 - ii. Up to one additional virtual coordination meeting per community, as requested;
 - iii. Contracts between each local government and Centralina for FY25 by early in the FY25 fiscal year, preceded by a Letter of Commitment, or other mutually agreed upon mechanism to confirm involvement, ideally completed by Fall 2024; Local governments in Mecklenburg County seeking solarize program activities beyond this scope shall provide a Letter of Commitment or other mutually agreed upon mechanism to confirm involvement, by Spring 2025 and agree to a contract amendment outside of this agreement.
 - iv. Staffing and scheduling of regular partner coordination “office hours,” for up to four (4) pre-agreed upon events during the project period.
- ii. **Deliverable 2:** Centralina will establish and participate in steering committee(s), LMI working group, workforce development working group, education and outreach working group, and RFP selection committee;
- iii. **Deliverable 3:** Centralina will coordinate with an independent solar campaign contractor and the selected installer to process applications and ensure Quality Assurance measures are in place as specified in the installer RFP and approved installer contract agreement; and
- iv. **Deliverable 4:** Centralina will serve as point of contact between the independent solar campaign contractor and the City of Charlotte to ensure both parties stay up to date on every aspect of the project and support the City of Charlotte with DOE EECBG reporting requirements.

2.1.3. Program Administration and Coordination Anticipated Roles and Responsibilities.

- a. City of Charlotte:
 - i. Provide City’s share of funds to Centralina to administer the Solarize Charlotte Mecklenburg Market Rate Campaign and LMI Component.
 - ii. Participate in the steering committee, LMI working group, workforce development working group, education and outreach working group, and RFP selection committee.
 - iii. Provide access to City meeting space and marketing support via cross-promotion with City sponsored events, where relevant to the Solarize activities.
- b. Centralina and Independent Solar Campaign Contractor:
 - i. Preliminary engagement with county-wide local governments and service provider partners to confirm the organizations level of involvement in this program.
 - ii. Create program framework: design, structure, and stakeholder collaboration around community wants and needs.
 - iii. Develop and administer the contract with the contractor/installer.
 - iv. Develop RFP: draft, edit, and evaluate through collaboration with the RFP selection committee.
 - v. Provide technical assistance for webpage, graphic design, customer intake, customer relationship management (CRM), automated workflows, reporting, analytics, social media, print materials, customer news, and communication updates via email and text messages.
 - vi. Administer LMI Component in coordination with Centralina:
 - v. Develop qualification requirements and participation selection process;

- vi. Develop and coordinate scope of LMI project (e.g., system size, cost, warranties, etc.); and
 - vii. Develop outreach and engagement strategy with LMI partnership communities.
- c. Solar Installer:

Independent solar campaign contractor will lead coordination between Centralina and Solar Installer to ensure both parties stay up to date on every aspect of the project and support the City of Charlotte with DOE EECBG reporting requirements. Independent solar campaign contractor will also ensure the Solar Installer meets the following requirements:

- i. Follow-up on leads generated by program;
- ii. Provide free estimates to potential customers based on program pricing;
- iii. Complete services as defined and described in the installer contract agreement document;
- iv. Provide residential and commercial customers solar energy installation in accordance with the solar installer contract agreement;
- v. Complete contracted services, in accordance with practices generally accepted in the industry, all applicable laws, government approvals and permitting requirements, and quality control and inspections; and
- vi. Facilitate and support participant procurement of an appropriate interconnection agreement with participants' utility provider and complete all required local government solar installation utility connect criteria.

2.2. PHASE II: Market Rate Campaign. As a public-facing campaign, Centralina will focus on leveraging partnerships with LMI service providers for households within the Charlotte city limits.

2.2.1. Market Rate Campaign.

Centralina will work directly with an independent solar campaign contractor to develop region-specific marketing materials and strategies. Centralina will support widespread community engagement, education, and outreach activities through meetings, webinars, and workshops, as well as in collaboration with local community partners and organizations.

2.2.2. Marketing.

- i. **Deliverable 1:** Centralina work with the independent solar campaign contractor to assist in the development and creation of flyers, emails, newsletters, etc.; for the City of Charlotte and Mecklenburg County to include, at a minimum, partners' logos on the website and other marketing materials, and at least one (1) in-person engagement event at an existing identified partner community engagement event in addition to the events described below. ,
- ii. **Deliverable 2:** Centralina will contact and engage with stakeholders and partners that may be able to support broader sharing of this program with participating residents.
- iii. **Deliverable 3:** With the commitment of additional units of local government, Centralina will support additional outreach activities such as webinars and a presence at existing local events, all coordinated and scheduled in cooperation with the independent solar campaign contractor to ensure their active participation.

2.2.3. Outreach/Education.

- i. **Deliverable 1:** Assist with the distribution of outreach materials, ensuring custom messaging that resonates across the campaign coverage region.
- ii. **Deliverable 2:** Design and attend up to 3 outreach events throughout the project period, with 1 event being the campaign launch. Additional events will be supported based on partner participation, as described above.
- iii. **Deliverable 3:** Develop a list of potential partners such as community organizations, financial institutions, etc.

- iv. **Deliverable 4:** Develop at least three (3) webinars either as a series or individual to meet the needs of the campaign's, including LMI Component, launch. Additional webinars will be developed and hosted, based on the involvement of additional local government partners.

2.2.4. Market Rate Campaign Anticipated Roles and Responsibilities.

- a. City of Charlotte:
 - i. Communicate program news and events through in-house channels.
 - ii. Facilitate education and outreach opportunities (e.g. provide meeting space, tabling at events, coordinate communication with city/county groups and agencies, etc.).
- b. Independent solar campaign contractor:
 - i. Assist in developing outreach: signage, brochures, communications, press releases, email workflows, and social media.
 - ii. Assist in facilitating workshops, open-house, and community events.
 - iii. Facilitate disputes between customer and installer, if necessary. While the installer will be responsible for resolving disputes, the program will leverage the assembled coalition of stakeholders to ensure a good outcome.
- c. Solar Installer:
 - i. Co-brand marketing for the Program.

2.3. PHASE III: LMI Component. Centralina will create the LMI program policy, procedures, and eligibility requirements. The City will have final approval on major program elements and any program changes.

2.3.1. LMI Component.

The two (2) year program timeframe for the LMI Component envisions a partnership with existing LMI service provider entities working in the City of Charlotte. This will ensure the outreach and ability to meet the LMI applicant eligibility requirements as proposed below are successfully met. The approach also honors the time and commitment of LMI service providers and interested LMI homeowners to benefit from an expedited solar system installation process offered at no cost to eligible approved LMI homeowners in the City of Charlotte.

The proposed scope of services for the LMI Component includes a minimum of 25 LMI household solar installations. Additionally, it includes Direct Partner Capacity Building funds available to eligible LMI service providers. These funds will serve as a stipend for their staff to participate in Solarize Charlotte Mecklenburg meetings, support outreach, and develop educational materials with local knowledge. The funds will also be used for the capacity building of staff to support solar energy efficiency components as part of their LMI household service delivery now and in the future.

2.3.2. Provide LMI Component Technical Assistance.

- a. **Deliverable 1:** LMI Program Procurement, Environmental Review, and LMI Solar Installation Contracts.
 - i. Develop the Market Rate and LMI installer RFP procurement material.
 - ii. Assist the independent solar campaign contractor in drafting the Solar Installer RFP specifically for the federal/state grant fund components and requirements. Centralina will be the lead on the federal/state/local requirements for the installer RFP. This will ensure the RFP and procurement process follow the federal/state grant requirements and the same installer is qualified for both the Market rate and LMI components.
 - iii. Centralina shall partner with the City's Charlotte Business INclusion (CBI) Office to establish a Minority, Women, and Small Business Enterprise (MWSBE) goal for the solar installation solicitation. This will ensure the RFP and procurement process follow the City's procurement requirements.
 - iv. Conduct DOE EECBG federal grant Environmental Review components, as required.
 - v. Prepare LMI solar installation contract-related documents:
 - City of Charlotte LMI Program agreement with LMI service provider.
 - Contract between installer and LMI homeowner.

- Any additional legal documents required for LMI unit solar installation, as applicable, including requirements such as Deed restrictions.
- Develop LMI Component Due Diligence eligibility components and inspection materials.

b. **Deliverable 2:** Formalize LMI Component Partnerships.

- i. The LMI program will leverage existing City of Charlotte LMI housing production and rehabilitation service providers for outreach to potential eligible applicants.
- ii. Focus will be on recently constructed or updated residential units with energy efficiency measures in place to reduce the risk of not meeting the housing structure eligibility requirements and energy efficiency measures of solar installations as proposed below.
- iii. Develop LMI unit solar installation program eligibility guidelines, application materials, legal documents, and income verification requirements as a set of replicable and scalable LMI solar installation policies and procedures.
- iv. LMI household income verification protocols and criteria will be developed and vetted with the City of Charlotte and LMI service provider partners. The income verification process will utilize an already vetted HUD income verification system.
- v. Home structural criteria will be developed in concert with the independent solar campaign contractor and the City of Charlotte to ensure housing structural components are met as proposed below.
- vi. Centralina will coordinate with City of Charlotte LMI service providers and other social service entities to reach eligible LMI homeowners.
- vii. Centralina will serve as a resource for the homeowner, LMI service provider partner, and installer during the duration of the program.
- viii. Centralina will serve as the lead for the management and disbursement of the LMI funds in partnership with the independent solar campaign contractor and the installer.
- ix. Centralina will ensure adjacent resources that support energy-efficient households for eligible LMI and non-eligible LMI participants are identified as part of the Solarize Charlotte Mecklenburg Playbook so that may serve as additional opportunities to meet energy reduction cost and weatherization needs.

c. **Deliverable 3:** LMI Component Marketing.

- i. Centralina will lead partner coordination efforts for the LMI Component, with the independent solar campaign contractor serving as the technical assistance lead for LMI structural and installation components. Centralina and the independent solar campaign contractor will partner on the design and marketing of the LMI Component.
- ii. Assist in the development of flyers, emails, newsletters, digital outreach, and in-person meeting LMI Component materials.
- iii. Conduct outreach to LMI service providers providing services to potentially eligible LMI City of Charlotte residents.

d. **Deliverable 4:** LMI Component Outreach/Education.

- i. Centralina will lead these activities under the LMI Component, with the independent solar campaign contractor serving as the technical assistance lead for LMI technical knowledge, structural and installation components. Centralina and independent solar campaign contractor will partner on the LMI Component outreach and engagement strategy with LMI service providers to ensure that staff benefit from knowledge transfer and are able to build their capacity to sustain energy efficiency components as part of their service delivery now and in the future.
- ii. Centralina will assist with creating outreach materials specific to the City of Charlotte and LMI service provider communities.
- iii. Centralina will oversee the LMI program from project initiation to completion in concert with the City of Charlotte and the independent solar campaign contractor.
- iv. Centralina will coordinate with the City of Charlotte to identify a list of potential LMI service provider partners. Note that the proposed budget reflects allocating a portion of funds to nonprofit organizations to

engage partners and provide training, customized materials, and an understanding of how the Solarize Charlotte Mecklenburg program aligns with their existing policies and procedures to create a replicable and scalable legacy.

2.3.3. LMI Component Eligibility – Key Assumptions.

The following proposed LMI eligibility criteria and conditions will be vetted in concert with the LMI service provider partners upfront to ensure success with the identification and installation of solar energy systems on LMI-eligible homeowner occupied residential structures.

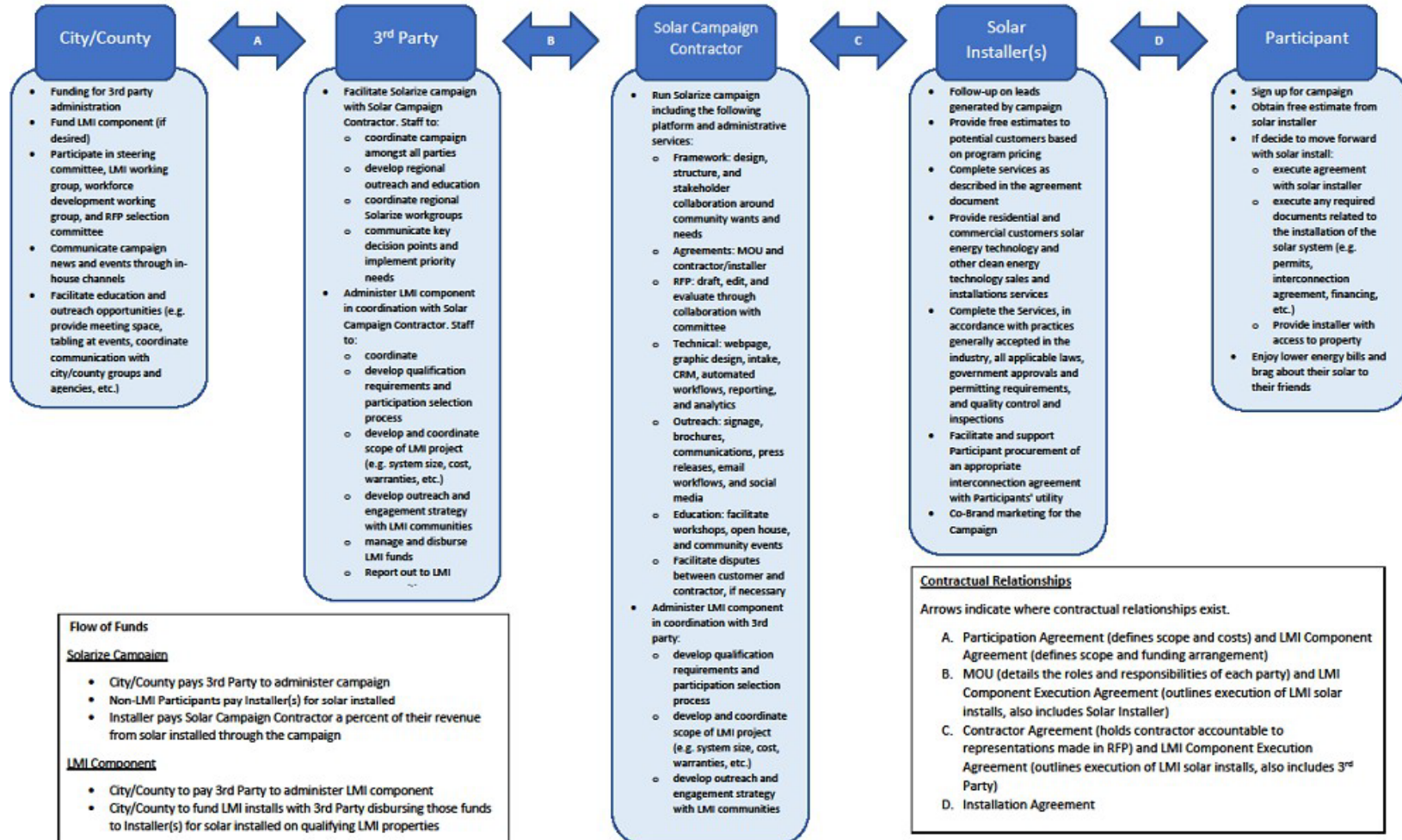
- a. Applicants must meet or be below the 80% LMI HUD City of Charlotte household income criteria; household income verification documents may not be more than 6 months old or reflect any changes for the prior household verified income documentation conditions, if more than 6 months old the LMI household eligibility required documentation must be reverified by the LMI service provider and approved by Centralina.
- b. LMI solar installations will serve residential owner-occupied units that agree to the LMI program conditions and demonstrate that the unit is legally clear of any liens and title.
- c. Centralina proposes to work in partnership with entities that provide services to LMI residents of the City of Charlotte. Eligible LMI providers must have previously participated in an LMI housing production or rehabilitation program. This LMI knowledge and experience serve as an opportunity to launch the LMI Component with a known solar installation product and household eligibility component in place to ensure installations are at the best pricing tier and conducted in a timely manner. The LMI Component and Solarize Charlotte Mecklenburg Playbook developed by Centralina in concert with the City of Charlotte and the independent solar campaign contractor serve as an opportunity to build capacity amongst LMI service providers to implement renewable energy options as part of their ongoing service delivery.
- d. The residential structure must meet the structural requirements defined for the installation of solar panels such as determined by the LMI Working Group under advisement from the selected solar installer:

2.3.4. LMI Component Anticipated Roles and Responsibilities.

- a. City of Charlotte:
 - i. Communicate program news and events through in-house channels.
 - ii. Facilitate education and outreach opportunities (e.g. provide meeting space, tabling at events, coordinate communication with city/county groups and agencies, etc.).
 - iii. Implement and administer any LMI Component unit deed restriction requirements or program liens or property transfer conditions.
- b. Independent solar campaign contractor/Centralina:
 - i. Develop household, service providers, and Installer LMI Component program materials, policies, and procedures.
 - ii. Outreach: signage, brochures, communications, press releases, email workflows, and social media.
 - iii. Education: facilitate workshops, open-house, and community events.
 - iv. Facilitate disputes between customer and contractor, if necessary.
- c. Solar Installer:
 - i. Co-brand marketing for the LMI Component.

Solarize Charlotte Mecklenburg Program Flowchart

Solarize Campaign Roles, Responsibilities, and Contractual Relationships



ATTACHMENT E - PROJECT SCHEDULE

This Attachment is attached and incorporated into the Solarize Charlotte Mecklenburg (the "Contract") between the City of Charlotte and Centralina Council of Governments ("Centralina"). 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.

Centralina shall deliver all Services in accordance with the attached Project Schedule (which is incorporated herein by reference).

Deliverable	Schedule
Market Rate and LMI Project Administration and Coordination	December 31, 2024 - December 31, 2026
Market Rate Campaign Development	January 15, 2025 - April 11, 2025
Market Rate Campaign Public Launch Period	April 14, 2025 - September 1, 2025
Market Rate Campaign Installs	September 2, 2025 - February 27, 2026
LMI Component Development	January 15, 2025 - May 31, 2025
LMI Component Launch, Implementation, and Installs	June 1, 2025 - January 31, 2026
Market Rate Campaign and LMI Component Closeout	February 1, 2026 - May 31, 2026

ATTACHMENT F - FEDERAL CONTRACTING TERMS

This Attachment is attached and incorporated into the Solarize Charlotte Mecklenburg (the "Contract") between the City of Charlotte and Centralina Council of Governments ("Centralina"). 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. Unless indicated to the contrary, these provisions will not apply to Centralina Council of Governments while doing work for Aviation (the Charlotte Douglas International Airport).

1. **Debarment and Suspension.** Centralina represents and warrants that, as of the Effective Date of the Contract, neither Centralina 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 Centralina or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, Centralina shall notify the City immediately. The Company's completed Vendor Debarment Certification is incorporated herein as provided in this Attachment below.
2. **Record Retention.** Centralina certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Centralina 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.** Centralina represents and warrants that in its performance under the Contract, Centralina 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.** Centralina 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.** Centralina certifies that Centralina 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).** Centralina certifies that:
 - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Centralina, 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, Centralina 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. Centralina 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. Centralina'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, Centralina 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, Centralina 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.** Centralina 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, Centralina, 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 Centralina 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.

F.1 - 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

F.2 - 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 Council of Governments (the "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.

_____	Centralina Council of Governments
(Print Name)	Company Name
_____	_____
Authorized Signature	Address
_____	_____
Date	City/State/Zip

ATTACHMENT G - CONFIDENTIALITY TERMS

This Attachment is incorporated into the Contract for Services (“**Contract**”) between the City of Charlotte (“**City**”) and Centralina Council of Governments (“**Centralina**”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. “**CONFIDENTIAL INFORMATION**” means any information, in any medium, whether written, oral, or electronic, obtained or accessed in connection with the Contract that is not subject to mandatory disclosure as a public record under North Carolina law, including without limitation the following:
 - Trade secrets of the City and its suppliers, contractors, and licensors, including software and technical materials.
 - *Information marked “Confidential” or “Proprietary”*
 - *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).*
 - *Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. §160A-168 (which includes all information gathered by the City about employees, except information which is a matter of public record under North Carolina law)*
 - *Personal identifying information of individuals, such as social security numbers, bank account numbers, credit and debit card numbers, birth dates, PIN numbers and passwords*
 - *Billing information of customers maintained in connection with the City providing utility services*
 - *Attorney / client privileged information disclosed by either party*
 - *Names and address of individuals who have received a rehabilitation grant to repair their homes.*
 - *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City*

The Confidential Information listed in italics above is “Highly Restricted Information,” which subject to additional restrictions as set forth herein. Confidential Information includes information disclosed prior to execution of this Contract as well as information disclosed after execution.
2. **RESTRICTIONS.**
 - 2.1. **Centralina** shall not copy, modify, enhance, compile, or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - 2.2. Centralina 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 Centralina having a need to know such Confidential Information for purpose of performing work contemplated by written contracts between the City and Centralina, and who has executed a confidentiality agreement containing substantially the same protections set forth herein. Notwithstanding the forgoing, Centralina shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City’s prior written consent
 - 2.3. Centralina shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized in writing by the City, or is for the purpose for which such Confidential Information is being disclosed.
 - 2.4. Centralina shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 2.5. Centralina 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 Contract.
 - 2.6. If any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, Centralina 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.
 - 2.7. Centralina will restrict employee access to the Confidential Information to those employees who need to know in order to: (a) fulfill Centralina’s contractual obligations to the City, or (b) resolve a dispute with the City. Centralina will have each employee who will have access to the Confidential Information sign a confidentiality agreement including protections substantially identical to those set forth herein.
 - 2.8. Centralina shall comply with the City’s Restricted Data Policy, a copy of which is posted on the City’s website, and with any instructions or procedures issued by the City from time to time regarding Highly Restricted Information.
 - 2.9. Centralina shall ensure that each person who obtains access to Confidential Information through Centralina (including but not limited to Centralina’s employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Contract and the City’s Restricted Data Policy.

2.10. All materials containing Confidential Information shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

3. **EXCEPTIONS.** Centralina shall have no obligation with respect to Confidential Information that Centralina can establish:

- Was already known to Centralina prior to being disclosed by the City;
- Was or becomes publicly known through no wrongful act of Centralina;
- Was rightfully obtained by Centralina 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, Centralina 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 Centralina shall immediately notify the City prior to disclosure, and reasonably assist the City in seeking a protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.



CENTRALINA

REGIONAL COUNCIL

Item 3



Executive Board Agenda Item Cover Sheet

Board Meeting Date:	3/12/25	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Sarah Niess	Presentation Time:				
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: Resolution of Support for NC Department of Transportation FY2026 Public Transportation Program Funding						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i> As part of the implementation of CONNECT Beyond's recommendations , Centralina Regional Council ("Centralina") is launching the region's first transportation demand management (TDM) program, CONNECT Centralina. This grant application requires an organization's Board to adopt the attached resolution, which ensures the 50% match funding is programmed and available for TDM activities. Centralina will apply for funds by March 21, 2025 and will request \$50,000 in NC DOT funds to be matched with \$50,000 in local and federal funds. These funds will support efforts to establish and build regional recognition of CONNECT Centralina and to support marketing and education efforts to promote alternative transportation options to single occupancy vehicle trips.						
Background & Basis of Recommendations: In October 2021, Centralina Regional Council adopted the CONNECT Beyond Regional Mobility Plan, a key recommendation being the development of a regional transportation demand management (TDM) plan and program. TDM is a set of strategies that seek to change how and when people travel. The goal of TDM is to reduce the number of people driving private vehicles in general but particularly during peak travel hours. To date, TDM programs in the Charlotte region have been focused on Mecklenburg County and limited in scope and duration. CONNECT Beyond recommendations identified Centralina as the lead agency for a regional TDM program and prioritized developing a regional TDM program in the immediate term (0-3 Years following plan adoption). To this end, Centralina applied for and received NC DOT TDM funds in FY2023-FY2025 to fund Centralina's administrative and project management expenses to develop a regional TDM plan. Centralina contracted with NC DOT to engage a consultant, Kittelson & Associates, to serve as the prime consultant for this project. In FY2024, staff from Centralina and Kittelson collaborated on a 16-month process to develop a regional TDM plan and program. The final CONNECT Centralina TDM plan was adopted by the Centralina Board in September 2024. For the remainder of FY2025, Centralina staff have been preparing for the launch of CONNECT						

Centralina in Summer 2025. These efforts include several TDM pilot projects with partners including healthcare providers, higher education institutions and businesses/employers.

To fund the launch of CONNECT Centralina in FY2026, Centralina will submit a grant application for NC DOT FY2026 TDM funds no later than March 21, 2025. This grant application requires an organization's board to adopt the attached resolution, which ensures the 50% match funding is programmed and available for TDM activities. For FY2026, Centralina's application will request \$50,000 in NC DOT funds to be matched with \$50,000 in local and federal funds.

Requested Action / Recommendation:

The Executive Board is asked to adopt the attached TDM Grant Resolution and affirm \$50,000 in match funds for Centralina's NC DOT TDM grant in FY2026.

Time Sensitivity:
(none or explain)

NC DOT must receive this adopted resolution by the grant application deadline on March 21, 2025, in order to consider Centralina's grant application.

Budget Impact:
(none or explain)

\$50,000 in local and federal match funds for FY2026

Attachments:
(none or list)

TDM Grant Resolution

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2026 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Section 5310 program.

WHEREAS, (*Legal Name of Applicant*) Centralina Regional Council hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* Executive Director of (Name of Applicant's Governing Body) Centralina Regional Council is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (Certifying Official's Name)* _____ (Certifying Official's Title) Centralina Board Chair do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Centralina Regional Council Executive Board duly held on the 12th day of March, 2025.

Signature of Certifying Official

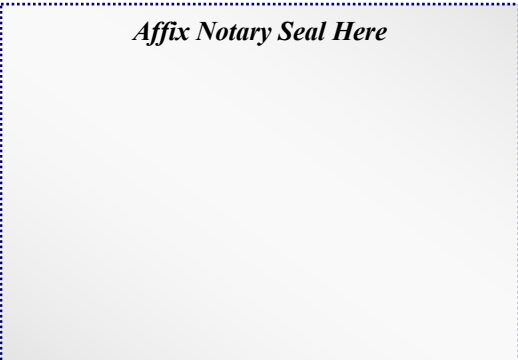
***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) _____

*Notary Public **

Printed Name and Address

My commission expires (date) _____





CENTRALINA

REGIONAL COUNCIL

Item 4



Board Agenda Item Cover Sheet

Board Meeting Date:	March 12, 2025	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Linda Miller	Presentation Time:	NA			
Presenter at Meeting:	Linda Miller	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: Food Assistance for High-Risk Older Adults – Providing Elders with Additional Sustenance (PEAS) 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 approve the receipt of State Fiscal Recovery Fund (SFRF) Food Assistance for High-Risk Older Adults – Providing Elders with Additional Sustenance (PEAS) Project funds from the NC Division on Aging. These funds have been authorized by the NC General Assembly to address food insecurity among frail and/or functionally impaired older adults. Administered by the Area Agency on Aging, the project will provide groceries, produce, and/or meals with a limit of \$20 per produce box and/or grocery box, and \$10 per meal. Funds designated for Centralina total \$395,773 and must be spent by September 30, 2026.</p>						
Background & Basis of Recommendations:						
<p>One out of two older adults in North Carolina are at risk for malnutrition, yet there is a gap in awareness, screening, and treatment of malnutrition for older adults. For many older adults, food insecurity is a major contributor to malnutrition. (NC Medical Journal, Issue 84, No. 2, 2023) To support special nutrition services for older adults and to reach the most frail and impaired adults with services and supports, the NC General Assembly authorized a special approach utilizing State Fiscal Recovery Funds which includes:</p> <ol style="list-style-type: none"> 1. Expansion of the NC State Farmers' Market for low-income older adults, 2. A hospital discharge meals project for high-risk older adults, 3. A program to provide food assistance (meals or groceries) to frail, functionally impaired older adults (PEAS) <p>The PEAS project (#3) will be administered by the Area Agencies on Aging and provide groceries (including produce) and/or meals to those frail older adults most in need. Centralina will receive \$395,773 to serve the nine-county region.</p>						
Requested Action / Recommendation:						
<i>Motion to approve the State Fiscal Recovery Fund (SFRF) Food Assistance for High-Risk Older Adults – Providing Elders with Additional Sustenance (PEAS) Project funds for allowable services in the Centralina nine-county region.</i>						
Time Sensitivity: <i>(none or explain)</i>	NA					
Budget Impact: <i>(none or explain)</i>	None. There is no match for the funds, and they are eligible to be spent through September 30, 2026.					

Attachments:
(none or list)

Division of Aging 2024-2026 Notification of Grant Award

DIVISION OF AGING
2024 - 2026 NOTIFICATION OF GRANT AWARD
State Fiscal Recovery Fund (SFRF) Nutrition Services for Older Adults –
“The PEAS (Providing Elders Additional Sustenance) Project”

January 17, 2025

Area Agency on Aging
Region F – Centralina Council of Governments
10734 David Taylor Drive, Suite 250
Charlotte, NC 28262
UEI # QRAZJX4AGXJ3

Type of Grant or Action:	Notification of Grant Award
Federal Awarding Agency:	Administration for Community Living
Sub-awarding Agency:	N.C. Division of Aging 2101 Mail Service Center Raleigh, NC 27699-2101 (919) 855-3400
Subaward Period of Performance:	January 1, 2025, through December 31, 2026
Subaward Budget Period:	January 1, 2025, through December 31, 2026


The Division of Aging is issuing this award under the terms and conditions stated herein, and terms and conditions which are part of the award packages for the funded programs.

- It is understood that the administration, including program and fiscal monitoring and assessment of all activities under this grant, will be the responsibility of the Grantee, except where the Grantee is in direct service for all or a portion of grant activities. When the Grantee is the direct service provider, the Division of Aging will monitor.
- All contractual agreements and grant awards should be in compliance with federal funding and all applicable laws, regulations, policies, and procedures of the state of North Carolina and the NC Department of Health and Human Services (NCDHHS) and, where applicable, local requirements.
- This grant award pertains to the following services: State Fiscal Recovery Fund (SFRF) Nutrition Services for Older Adults: Food Assistance for High-Risk Older Adults – The PEAS (Providing Elders Additional Sustenance) Project as detailed in DA ADMINISTRATIVE LETTER NO 24-11.
- This NGA is issued subject to the availability of federal and/or state funding. Any expenditure in excess of approved budgets must be in accordance with policy regulations issued by the Division of Aging.
- All funding for services is 100% federal funds. There is no match on these Federal funds.
- The State received State Fiscal Recovery Funds (“SFRF”) pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended (“ARPA”) (Federal Award Identification Number SLFRP0129, Assistance Listing Number 21.027). The funding for this project is categorized as SFRF “Revenue Replacement.” (See Coronavirus State and Local Fiscal Recovery Funds Final Rule FAQs Nos. 13.14 and 13.15). This project is funded with a federal award from the U.S. Department of the Treasury to the State of North Carolina dated March 3, 2021 (Assistance Listing Number 21.027, Coronavirus State and Local Fiscal Recovery Funds, Revenue Replacement Category).

- In accepting this award, the grantee agrees not to use ARPA funds to replace (or supplant) other funding already appropriated for programs and services. ARPA funds should be used to increase existing service levels and to expand services.
- Division of Aging will monitor the spending rate of funds awarded and retains the authority to redistribute funds if funds are being underutilized within an Area Agency on Aging and there is no spending plan to use all the funds or the spending plan is deemed by the Division of Aging to be insufficient. The Division of Aging will discuss any potential underutilization of grant funds after June 30, 2025; December 31, 2025; March 30, 2026; and September 30, 2026 with the Area Agency on Aging. Beginning January 1, 2026, the Division of Aging reserves the right to initiate transfer(s) of unspent funds identified as unlikely to be utilized by the Area Agency on Aging.
- All funds must be expended by December 31, 2026, as allowed by federal law and regulation.
- The total of program costs (two meals/week at a cost of no more than \$20 or \$20 in groceries per week, direct service staffing costs (e.g., salary, fringe, travel), and administrative costs for justifiable overhead not to exceed the capped amount per Grantee) will be paid monthly by reporting costs in ARMS.
- This award is considered federal financial assistance, and unless exempted by the United States Department of the Treasury (US Treasury), this award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) promulgated by the United States Office of Management and Budget sections: 2 C.F.R. 200.303 regarding internal controls; 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management; and subpart F regarding audit requirements, which implements the Single Audit Act (31 U.S.C. §§ 7501-7507). This award is also considered state financial assistance, and as such is subject to the statutory provisions in the North Carolina Administrative Code Title 09, Chapter 3, SubChapters 03M.
- Funds may be used for both direct and indirect administrative costs. Per 2 C.F.R. 200.403 and US Treasury's Compliance and Reporting Guidance, each category of cost should be treated consistently in like circumstances as direct or indirect. The Recipient may not charge the same administrative costs to both direct and indirect cost categories. Unless otherwise agreed between NC DHHS and the Recipient, the Recipient shall use the 10% de minimis indirect cost rate for indirect administrative costs per C.F.R.200.414(f). Per 2 C.F.R. 200.68, the 10% de minimis indirect cost rate is applied only to the modified total direct cost
- Per S.L. 2021-180, Section 4.9(g), administrative expenses are limited to no more than ten percent (10%) of the total project award. For this award, See Attachment A1 line SFRF PEAS Project Administration (Indirect) for the amount that can be spent on administrative costs.
- All subrecipients are required to follow policies and procedures for procurement that are at least as stringent as those of the State. For federal funds this requirement pertains to verifying that federal funds are not used to award funds to any subrecipients who have been suspended or debarred by the federal government. In addition, federal funds may not be used to purchase goods or services costing over \$100,000 for a vendor that has been suspended or disbarred from Federal grant programs. Contractors and subcontractors of PEAS Project grant funds are prohibited from discharging, demoting, or otherwise discriminating against an employee for whistle blowing as codified in 48 CFR Ch. 13.908.
- Any capital expenditures of \$10,000 or more must be pre-approved by the Division of Aging.
- If any copyrightable material is developed in the course of or under this contract, a copy will be furnished to the Department of Health and Human Services and the Department shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use the work for Department purposes.

- Area Agencies on Aging shall comply with data collection requests for this funding from the Division of Aging.
- Area Agencies on Aging shall comply with the Federal Funding Accountability and Transparency Act (FFATA) by enrolling as a subrecipient in System for Award Management (SAM) Registration on an annual basis and providing required award information in the FFATA Subaward Reporting System per 2 CFR part 170.
- By accepting this award, the Area Agency on Aging agrees to maintain compliance with 42 U.S. Code Sec. 3026 (a) (13), (14), and (15) of the Older Americans Act, as amended with regards to contractual and commercial relationships.
- It is understood that any deviation from the project as outlined in DA Administrative Letter No. 24-11 and related Change Notices without approval may result in termination of award funds. The North Carolina Department of Health and Human Services, Division of Aging may demand specific performance of any terms in this Notice of Award when any deviation occurs in the fulfilling of the terms of the Project Grant.
- Attachment A1, Notification of Grant Award Summary, dated January 17, 2025, indicates grant amounts awarded under this Notification of Grant Award. Any requests for changes to the amounts listed therein must be requested in writing to the Division of Aging Budget Manager for approval.
- Your signatures on file on the Fiscal Year 2025 Federal Certifications certifies the Area Agency on Aging is in compliance with federal requirements regarding nondiscrimination; drug-free workplace; environmental tobacco smoke; debarment, suspension, ineligibility, and voluntary exclusion lower tier covered transactions; and lobbying.

By accepting the grant, it is understood and agreed that all funds are to be expended for the purposes set forth in, or directly related to, the terms of the Notification of Grant Award Summary, dated January 17, 2025, and all applicable laws, regulations, policies, and procedures of the State of North Carolina and the Administration on Aging of the U.S. Department of Health and Human Services.

Jill Simmerman, Deputy Director
 Printed Name and Title of Authorized Official
 Division of Aging

 Signature

Original Date of Issuance: 1/17/2025
 Revision Date of Issuance:

 COG DIRECTOR NAME
 Printed Name - LRO Executive Director

 Signature

 Date of Acceptance
 Linda Miller

 AAA Director Name

 Signature - Area Agency Administrator

 Date of Acceptance

Attachments:

Attachment A1: Notification of Grant Award Summary SFY 2024-25

ATTACHMENT A1: NOTIFICATION OF GRANT AWARD SUMMARY

Notification of Grant Award Summary SFY 2024-2025

Date 1/17/2025
 Region F
 Centralina Regional Council

	Federal Amt.	State Amt.	Fed/State Total	Local Match Amt.	Total Funding	Assistance Listing Number (formerly CFDA)	Federal Award Identification Number	Federal Grant Award Issue Date
SFRF PEAS Project Base	\$50,000.00		\$50,000.00		\$50,000.00	21.027	SLFRP0129	5/18/2021
SFRF PEAS Project Services			\$299,548.68		\$299,548.68	21.027	SLFRP0129	5/18/2021
SFRF PEAS Project Administration (Indirect)	\$46,224.30		\$46,224.30		\$46,224.30	21.027	SLFRP0129	5/18/2021
SFRF PEAS Project Total	\$395,772.98		\$395,772.98		\$395,772.98			



CENTRALINA

REGIONAL COUNCIL

Item 5

Board Agenda Item Cover Sheet

Board Meeting Date:	March 12, 2025	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Christina Danis	Presentation Time:	N/A			
Presenter at Meeting:	N/A	Phone Number:	(704) 688-6502			
		Email:	cdanis@centralina.org			
Alternate Contact:	James Luster	Phone Number:	(704) 458-3106			
		Email:	jluster@centralina.org			
Submitting Department:	Community Economic Development	Department Head Approval:	Christina Danis			
Title of documents as shown on the Agenda:						
Town of Norwood FY 25 CDBG-NR Administrative and Construction Management Services						
Description of Agenda Item:						
<p>Centralina Regional Council is contracting with the Town of Norwood on a NC Commerce FY25 CDBG-Neighborhood Revitalization (NR) grant award of \$1,672,762 for home repair of up to 15 low to moderate-income (LMI) owner-occupied homes in the Town of Norwood. Centralina is contracting for CDBG-NR Grant Administrative services of \$167,231 (10% of total award) and Construction Management support services of \$89,700 (\$5,900/unit x 15 units) for a contract total of \$256,931. The Board is being asked to authorize the Executive Director to enter into a contractual agreement to receive these funds.</p>						
Background & Basis of Recommendations:						
<p>Centralina Regional Council, Community Economic Development Department (CED) will assist the Town of Norwood implement home repair activities, contracting, procurement, complete reporting and deliverables and close-out activities associated with the CDBG-NR grant during the period of performance in accordance with the NC Commerce grant requirements.</p> <p>Centralina Regional Council FY2025 CDBG-NR Grant – Town of Norwood</p> <ul style="list-style-type: none"> • <i>Grantor:</i> NC Commerce to the Town of Norwood • <i>Type:</i> Community Development Block Grant – Neighborhood Revitalization (NR) • <i>Total Award Amount:</i> \$1,672,762 • <i>Uses:</i> Centralina staff salaries (\$256,931); LMI household repair project activity costs (up to \$1,415,831) • <i>Scope:</i> Centralina will be the lead project manager on the CDBG-NR grant activity for up to 15 LMI homeowners that meet the grant eligibility and local grant requirements. Centralina will support the Town of Norwood with Construction Management activities to ensure grant compliance and effectiveness. • <i>Timeline:</i> February 7, 2025 to June 30, 2028 						
Requested Action / Recommendation:						
<p><i>Motion to authorize the Executive Director to enter into a contractual agreement with the Town of Norwood to receive \$256,931 in funds.</i></p>						
Time Sensitivity: (none or explain)	none	52				

Budget Impact: <i>(none or explain)</i>	N/A – No match
Attachments: <i>(none or list)</i>	Town of Norwood CDBG-NR Contract



Centralina Services Agreement – EXHIBIT – C

Additional Statement of Work

**Town of Norwood FY 25 CDBG-NR Administrative and Construction Management Services
(the “Project”)**

This Statement of Work (“SOW”), dated as of the 7th day of February, 2025 (the “Effective Date”), is by and between CENTRALINA COUNCIL OF GOVERNMENTS, d.b.a Centralina Regional Council, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business at 10735 David Taylor Drive, Suite 250, Charlotte, North Carolina 28262 (“Centralina”), and between the **TOWN OF NORWOOD**, a local government entity having a principal place of business at 212 South Main Street, Norwood, NC 28128 (“Client”), pursuant to which Centralina will provide to Client planning and/or management services (the “Services”). Centralina and Client have previously entered into a Centralina Services Agreement (the “Agreement”). The Agreement is incorporated into this SOW by this reference. In the event of any conflicting or additional terms between this SOW and the Agreement, the Agreement will govern, except with respect to price and scope of work, any “Other Terms and Conditions” included below that apply solely to this SOW, or other items expressly permitted by the Agreement.

I. Introduction

This document outlines the tasks and deliverables that constitute the Services under this SOW that Centralina shall provide to Client on a quarterly billing cycle based on costs incurred in support of the Project.

	Centralina	Client
Project Manager	James Luster Community Economic Development Administrator	Ray Allen Norwood Town Administrator
Email Address	jluster@centralina.org	ray.allen@norwoodgov.com
Telephone Number	(704) 458-3106	(704)-474-3416

Centralina’s invoices shall be mailed to the Client’s Project Manager named above and to the Client’s Accounts Payables if listed below:

Attn to Name and/or Title	Luke Melton, Finance Officer
Dept	Finance Department
Mailing Address, City, ST ZIP	212 South Main Street, PO Box 697, Norwood, North Carolina 28128
Email address	financeofficer@norwoodgov.com
Telephone Number	(704) 474-3416

II. Services

The Client hereby retains Centralina to provide CDBG-NR administrative and construction management services. Centralina will perform the tasks and activities, and provide Client deliverables as described below:

I. Town of Norwood CDBG – NR Administrative Services

1. Meet with Town staff to discuss the proposed admin activities and processes.
2. Coordinate grant admin activities with Town Management and North Carolina Rural Economic Development Division (REDD) staff.
3. Assist Town with applicant outreach and selection process.
4. Assist Town with Program Start-up Activities.
5. Assist the Town with Environmental Review process.
6. Assist the Town with completion and submission of “Compliance Documents.”
7. Assist Town with project Financial Management.
8. Conduct Project Administration Management Activities.
9. Conduct Project Construction Management Activities.
10. Assist with program recordkeeping.
11. Coordinate compliance activities with REDD staff.
12. Assist Town with program monitoring activities.
13. Coordinate public hearing activities (as needed).
14. Complete project reporting activities.
15. Complete project closeout activities.

Construction management activities for the following properties in the Town of Norwood:

The construction-related management cost associated with the properties identified below will be shared as needed amongst each individual homeowner to ensure successful and timely management of the construction activities with the contractor. Invoicing will be in accordance with NC Commerce requirements with each property. Please note these costs are permissible within the total allocated grant agreement with NC Commerce.

1. 488 Carver St
2. 202 W. Andrews St.
3. 541 Vincent St
4. 624 Vincent St.
5. 512 Amber St.
6. 503 Amber St.
7. 312 Dock St.
8. 232 Wall St.
9. 299 S. Kendall St.
10. 332 Atkins Ave.
11. 402 N. Pine St.
12. 549 Vincent St.
13. 707 Pee Dee Ave.
14. 251 N Kendall St
15. 302 Pee Dee Ave.

Centralina will from time to time during this SOW's time period respond to Client's requests for specific Centralina staff services by determining whether such services are within Centralina's capability and if so, will prepare a cost estimate for providing them. Upon approval by Client's designated representative, and subject to the provisions of section IV below, Centralina will then perform the requested services.

Centralina's Project Manager named above will act as Client's liaison under this SOW and will coordinate Centralina provision of cost estimates and services. Client's Project manager named above will similarly act as Client's liaison to Centralina under this SOW.

III. Time of Performance

The time of performance shall be from February 7, 2025, to June 30, 2028.

IV. Compensation

Centralina will perform the tasks identified in this SOW and as detailed herein for a sum of \$256,931. Client will be billed quarterly based on costs incurred beginning March 31, 2025, and concluding June 30, 2028.

If total of requested work under this SOW approaches 80% of the full SOW amount prior to the full-term period of this SOW, Centralina will notify Client's designated liaison prior to performing any services in excess of the contract amount. Client may then choose to approve the additional services cost or reduce the scope of work. The additional services if approved will be billed at a fixed rate per hour for the personnel performing the services.

V. Other Terms and Conditions

- A. **Iran Divestment Act Compliance.** Each Party affirms that, as of the date of execution of this SOW, it is not listed on the Iran Divestment Act lists created by the North Carolina State Treasurer pursuant to N.C. G.S. 147-86.58, nor are its subsidiaries or parent companies, if any.
- B. **E-Verify.** The E-Verify requirements of North Carolina state law apply to this SOW. Centralina affirms that it is exempt from the requirements of NCGS Chapter 64 Article 2 concerning its use of E-Verify or other federally-authorized program to check the work authorization of all new employees in the United States, because it is a "governmental body" as defined in that Article. Centralina agrees that it shall not enter into any subcontracts under this SOW unless such subcontractor (a) affirms either its exemption from or compliance with the E-Verify requirements of NCGS Chapter 64 Article 2 and (b) agrees to similarly ensure its subcontractors' affirmation of exemption from or compliance with those statutes.

[Signatures on following page.]

Centralina Services Agreement: Statement of Work

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

CENTRALINA REGIONAL COUNCIL

TOWN OF NORWOOD

By: _____

By: _____

Name: Geraldine Gardner

Name: Ray Allen

Title: Executive Director

Title: Norwood Town Administrator

Date: _____

Date: _____

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

Luke Melton, Finance Officer



CENTRALINA

REGIONAL COUNCIL

Item 6

Board Agenda Item Cover Sheet

Board Meeting Date:	March 12, 2025	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Christina Danis	Presentation Time:	N/A			
Presenter at Meeting:	N/A	Phone Number:	(704) 688-6502			
		Email:	cdanis@centralina.org			
Alternate Contact:	James Luster	Phone Number:	(704) 458-3106			
		Email:	jluster@centralina.org			
Submitting Department:	Community Economic Development	Department Head Approval:	Christina Danis			
Title of documents as shown on the Agenda:						
Town of Wadesboro FY 25 CDBG-NR Administrative and Construction Management Services						
Description of Agenda Item:						
<p>Centralina Regional Council is contracting with the Town of Wadesboro on an NC Commerce FY25 CDBG-Neighborhood Revitalization (NR) grant award of \$1,438,382 for home repair of up to 12 low to moderate-income (LMI) owner-occupied homes in the Town of Wadesboro. Centralina is contracting for CDBG-NR Grant Administrative services of \$143,838 (10% of total award) and Construction Management support services of \$71,760 (\$5,900/unit x 12 units) for a contract total of \$215,598. The Board is being asked to authorize the Executive Director to enter into a contractual agreement to receive these funds.</p>						
Background & Basis of Recommendations:						
<p>Centralina Regional Council, Community Economic Development Department (CED) will assist the Town of Wadesboro implement home repair activities, contracting, procurement, complete reporting and deliverables and close-out activities associated with the CDBG-NR grant during the period of performance in accordance with the NC Commerce grant requirements.</p> <p>Centralina Regional Council FY2025 CDBG-NR Grant – Town of Wadesboro</p> <ul style="list-style-type: none"> • <i>Grantor:</i> NC Commerce to the Town of Wadesboro • <i>Type:</i> Community Development Block Grant – Neighborhood Revitalization (NR) • <i>Total Award Amount:</i> \$1,672,762 • <i>Uses:</i> Centralina staff salaries (\$215,598); LMI household repair project activity costs (up to \$1,222,784) • <i>Scope:</i> Centralina will be the lead project manager on the CDBG-NR grant activity for up to 12 LMI homeowners that meet the grant eligibility and local grant requirements. Centralina will support the Town of Wadesboro with Construction Management activities to ensure grant compliance and effectiveness. • <i>Timeline:</i> February 7, 2025 to June 30, 2028 						
Requested Action / Recommendation:						
<p><i>Motion to authorize the Executive Director to enter into a contractual agreement with the Town of Wadesboro to receive \$215,598 in funds.</i></p>						
Time Sensitivity: (none or explain)	none	59				

Budget Impact: <i>(none or explain)</i>	N/A – No match
Attachments: <i>(none or list)</i>	Town of Wadesboro CDBG-NR Contract



Centralina Services Agreement – EXHIBIT – D

Additional Statement of Work

**Town of Wadesboro FY 25 CDBG-NR Administrative and Construction Management Services
(the “Project”)**

This Statement of Work (“SOW”), dated as of the 7th day of February, 2025 (the “Effective Date”), is by and between CENTRALINA COUNCIL OF GOVERNMENTS, d.b.a Centralina Regional Council, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business at 10735 David Taylor Drive, Suite 250, Charlotte, North Carolina 28262 (“Centralina”), and between the **TOWN OF WADESBORO**, a local government entity having a principal place of business at 124 East Wade Street, Wadesboro, NC 28170 (“Client”), pursuant to which Centralina will provide to Client planning and/or management services (the “Services”). Centralina and Client have previously entered into a Centralina Services Agreement (the “Agreement”). The Agreement is incorporated into this SOW by this reference. In the event of any conflicting or additional terms between this SOW and the Agreement, the Agreement will govern, except with respect to price and scope of work, any “Other Terms and Conditions” included below that apply solely to this SOW, or other items expressly permitted by the Agreement.

I. Introduction

This document outlines the tasks and deliverables that constitute the Services under this SOW that Centralina shall provide to Client on a quarterly billing cycle based on costs incurred in support of the Project.

	Centralina	Client
Project Manager	James Luster Community Economic Development Administrator	Wiley Ross Jr. Wadesboro Town Manager
Email Address	jluster@centralina.org	wross@wadesboronc.gov
Telephone Number	(704) 458-3106	(704) 694-3576

Centralina’s invoices shall be mailed to the Client’s Project Manager named above and to the Client’s Accounts Payables if listed below:

Attn to Name and/or Title	Ashley Little, Accounts Payable
Dept	Finance Department
Mailing Address, City, ST ZIP	PO Box 697 Street, Wadesboro, NC 28170
Email address	alittle@wadesboronc.gov
Telephone Number	(704) 694-5171

II. Services

The Client hereby retains Centralina to provide CDBG-NR administrative and construction management services. Centralina will perform the tasks and activities, and provide Client deliverables as described below:

I. Town of Wadesboro CDBG – NR Administrative Services

1. Meet with Town staff to discuss the proposed admin activities and processes.
2. Coordinate grant admin activities with Town Management and North Carolina Rural Economic Development Division (REDD) staff.
3. Assist Town with applicant outreach and selection process.
4. Assist Town with Program Start-up Activities.
5. Assist the Town with Environmental Review process.
6. Assist the Town with completion and submission of “Compliance Documents.”
7. Assist Town with project Financial Management.
8. Conduct Project Administration Management Activities.
9. Conduct Project Construction Management Activities.
10. Assist with program recordkeeping.
11. Coordinate compliance activities with REDD staff.
12. Assist Town with program monitoring activities.
13. Coordinate public hearing activities (as needed).
14. Complete project reporting activities.
15. Complete project closeout activities.

Construction management activities for the following properties in the Town of Wadesboro:

The construction-related management cost associated with the properties identified below will be shared as needed amongst each individual homeowner to ensure successful and timely management of the construction activities with the contractor. Invoicing will be in accordance with NC Commerce requirements with each property. Please note these costs are permissible within the total allocated grant agreement with NC Commerce.

1. 502 Madison Ave.
2. 808 Catherine Ln.
3. 406 Madison Ave.
4. 924 Salisbury St.
5. 502 Astor St
6. 841 Sikes Ave
7. 218 Wheeler St.
8. 910 Henry St.
9. 804 Salisbury St.
10. 312 Graham St.
11. 506 Astor St.
12. 935 Henry Street

Centralina will from time to time during this SOW's time period respond to Client's requests for specific Centralina staff services by determining whether such services are within Centralina's capability and if so, will prepare a cost estimate for providing them. Upon approval by Client's designated representative, and subject to the provisions of section IV below, Centralina will then perform the requested services.

Centralina's Project Manager named above will act as Client's liaison under this SOW and will coordinate Centralina provision of cost estimates and services. Client's Project manager named above will similarly act as Client's liaison to Centralina under this SOW.

III. Time of Performance

The time of performance shall be from February 7, 2025, to June 30, 2028.

IV. Compensation

Centralina will perform the tasks identified in this SOW and as detailed herein for a sum of \$215,598. Client will be billed quarterly based on costs incurred beginning March 31, 2025, and concluding June 30, 2028.

If total of requested work under this SOW approaches 80% of the full SOW amount prior to the full-term period of this SOW, Centralina will notify Client's designated liaison prior to performing any services in excess of the contract amount. Client may then choose to approve the additional services cost or reduce the scope of work. The additional services if approved will be billed at a fixed rate per hour for the personnel performing the services.

V. Other Terms and Conditions

- A. **Iran Divestment Act Compliance.** Each Party affirms that, as of the date of execution of this SOW, it is not listed on the Iran Divestment Act lists created by the North Carolina State Treasurer pursuant to N.C. G.S. 147-86.58, nor are its subsidiaries or parent companies, if any.
- B. **E-Verify.** The E-Verify requirements of North Carolina state law apply to this SOW. Centralina affirms that it is exempt from the requirements of NCGS Chapter 64 Article 2 concerning its use of E-Verify or other federally-authorized program to check the work authorization of all new employees in the United States, because it is a "governmental body" as defined in that Article. Centralina agrees that it shall not enter into any subcontracts under this SOW unless such subcontractor (a) affirms either its exemption from or compliance with the E-Verify requirements of NCGS Chapter 64 Article 2 and (b) agrees to similarly ensure its subcontractors' affirmation of exemption from or compliance with those statutes.

[Signatures on following page.]

Centralina Services Agreement: Statement of Work

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

CENTRALINA REGIONAL COUNCIL

TOWN OF WADESBORO

By: _____

By: _____

Name: Geraldine Gardner

Name: Wiley Ross Jr.

Title: Executive Director

Title: Wadesboro Town Manager

Date: _____

Date: _____

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

Debbie Cox, Town Clerk



CENTRALINA

REGIONAL COUNCIL

Item 7

Executive Board Agenda Item Cover Sheet

Board Meeting Date:	March 12, 2025	Agenda Item Type:	Committee work sessions:		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:	Narissa Claiborne	Phone Number:	717-434-2284			
		Email:	nknight@centralina.org			
Submitting Department:	Administration	Department Head Approval:	G. Gardner			
Title of documents as shown in the Agenda: Executive Board Orientation & 2025 Forecast						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
The Executive Board will participate in an interactive session to meet new representatives and discuss the forecast of 2025 meeting topics.						
Background & Basis of Recommendations:						
New representatives to the Executive Board were selected at the February 12th Board of Delegates meeting.						
Requested Action / Recommendation:						
<i>Receive as information.</i>						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	1. Executive Board Overview					

2025 Executive Board Overview



Executive Board Role

- **Decision Maker:** Reviews and approves certain contracts, policies/procedures, the annual audit and budget amendments.
- **Collaborator:** Provides strategic guidance and feedback on Centralina workplan items, programs and initiatives upon request from staff.
- **Networker:** Engages other Delegates to build relationships and connections to Centralina. EB members are asked to support the Chair and Executive Director in following up with Delegates will low attendance rates.
- **Advocate:** Champions the region with state & federal partners as part of the Raleigh Relations Initiative and Federal Advocacy Agenda.

Meeting Date

Topic Forecast

Note: Does not include contracts, budget amendments and other action items on consent

April 9 2025

- In Focus Discussion: Strategic Plan Review & Approval
- FY26 Compensation Recommendation
- Federal & State Relations Update

June 11, 2025

- In-Focus Discussion: Resilience & Recovery Update
- FY26 Workplan Review & Approval
- Federal & State Relations Update

September 10, 2025

- In Focus Discussion: Brownfields Program
- Federal & State Relations Update

November 12, 2025

- Annual Audit Briefing and Approval
- In Focus Discussion: Federal & State Advocacy Agenda Updates for 2026
- Nominating Committee Formation

2025 Executive Board Members



Board Officers

Chair: Councilmember Jay McCosh, Town of McAdenville

Vice Chair: Mayor Pro Tem David Scholl, Town of Stallings

Treasurer: Commissioner Jarvis Woodburn, Anson County

Secretary: Commissioner Tony Long, Town of Mint Hill

County Representatives

Cabarrus County Commissioner Kenny Wortman

Gaston County Commissioner Bob Hovis

Iredell County Commissioner Gene Houpe

Lincoln County Commissioner Alex Patton

Mecklenburg County Commissioner Elaine Powell

Stanly County Commissioner Mike Barbee

Union County Commissioner Melissa Merrell

Municipal & At-Large Representatives

Council Member Ed Driggs

Council Member Jennifer Stepp

Council Member Mary Ruth Burns

Mayor Pro Tem Martha Sue Hall

Mayor Jennifer Teague, Harrisburg

Council Member Wes Hartsell,
Norwood

Council Member Ed Hatley

Council Member Shawn Rush, East
Spencer

Council Member Kenny Godwin, Love
Valley



CENTRALINA

REGIONAL COUNCIL

Item 8

Board Agenda Item Cover Sheet

Board Meeting Date:	March 12, 2025	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Geraldine Gardner	Presentation Time:	20 minutes			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Alternate Contact:	Michelle Nance	Phone Number:				
		Email:	mnance@centralina.org			
Submitting Department:	Executive	Department Head Approval:	G.Gardner			
Title of documents as shown in the Agenda: Strategic Plan Update						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
The Executive Director will present an update on the Centralina Strategic Plan update process including a recap of the insights from stakeholder engagement and a review of the draft goals.						
Background & Basis of Recommendations:						
<p>Centralina has a three-year strategic plan that guides the organization’s activities and priorities through June 30, 2025. The organization will conduct a review and update to the Strategic Plan from October 2024 to March 2025. The review and update will be comprehensive but will focus specifically on adjustments to the plan’s strategies. The timeline for Board and member engagement is as follows:</p> <ul style="list-style-type: none"> • November Executive Board Meeting: Initial conversation on the process and plan foundation elements • <i>January Delegate & Member Survey</i> • February Board of Delegates Meeting: Process overview and engagement planned as part of the annual meeting. • March Executive Board: Briefing on the draft plan and in-depth discussion of goals, strategies • April Executive Board: Adoption of FY26-28 Strategic Plan 						
Requested Action / Recommendation:						
<i>Receive as information and provide feedback</i>						
Time Sensitivity: <i>(none or explain)</i>	Input from the Executive Board on the draft goals at the March meeting is essential for meeting the plan delivery timeline.					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	<ol style="list-style-type: none"> 1. Stakeholder Input Summary 2. Draft Strategic Plan Goals 					

Strategic Plan Update 2025 Stakeholder Survey Executive Summary



Centralina launched a regional stakeholder engagement survey in January 2025 to inform the update to the organization’s next strategic plan (FY26-FY28). We heard from 137 elected officials, local government staff, state and federal partners, businesses, NGO leaders and individuals who regularly engage and partner with our organization. The following is an executive summary of the survey results.

Stakeholder Engagement & Overall Satisfaction

- 63.5% of our stakeholders are very or extremely informed about Centralina
- 86% of our stakeholders are very satisfied or satisfied with our work
- 81% of our stakeholders said that the amount of engagement they had with Centralina in 2024 was “just the right.”
- Stakeholders engaged with us directly through event/meeting attendance (64%), virtual engagement (62%), meeting with Centralina staff (62%)

Value of Centralina According to Elected Official & Local Government Staff

- 72% - Networks: Connecting with peers & local government leaders
- 50% - Information & Resources: Utilizing our data portal, member portal, grant information & assistance
- 48% - Professional Development & Continuing Education: Participating in learning events, meeting and programs

Value of Centralina According to Our Regional Partners (State and federal partners, businesses, NGO leaders and individuals)

- 75% - Networks: Connecting with peers & local government leaders
- 73% - Information & Resources: Utilizing our data portal, member portal, grant information & assistance
- 49% - Professional Development & Continuing Education: Participating in learning events, meeting and programs

Future Opportunities for Centralina

TOP 3 NEW ACTIVITIES THAT WOULD BE IMPACTFUL FOR LOCAL GOVERNMENTS

- Hosting regional events on specific topics (50%)
- Launching peer learning consortiums on specific topics, i.e. housing, citizen incivility, HR) (50%)
- Offering training and learning opportunities for elected officials (45%)

TOP 3 NEW ACTIVITIES THAT WOULD BE IMPACTFUL FOR ELECTED OFFICIALS

- Engaging with other elected officials outside of Board meetings (60%)
- Learning more about the region, our key issues and other local communities (56%)
- Connecting with state and federal elected officials and their staff (56%)

TOP 5 NEW SERVICES THAT WOULD BE VALUABLE TO LOCAL GOVERNMENTS

- Strategic plan implementation & performance management (33%)
- Staffing studies, including growth projections (33%)
- Public engagement strategy & planning (30%)
- Pay & compensation studies (27%)
- Employee engagement & surveys (24%)

Local & Regional Priorities

TOP 5 PRIORITIES FOR LOCAL GOVERNMENTS

- Housing Development & Affordability (57%)
- Mobility & Transportation (Roads, Transit, Pedestrian, Bikes) (50%)
- Managing Growth (Land use, development) (38%)
- Homelessness (36%)
- Economic Development & Business Attraction (28%)

TOP 5 PRIORITIES FOR REGIONAL COLLABORATION OVER THE NEXT 3 YEARS

- Housing Access & Affordability (52%)
- Managing & Paying for Growth (28%)
- Aging & Older Adult Quality of Life (22%)
- Career & College Readiness (21%)
- Food Systems & Security (20%)
- Mobility & Transportation (Roads, Transit, Pedestrian, Bikes) (20%)



I. Background

Our Vision: Centralina is a collaborative organization and a trusted partner leading the region, communities and individuals towards a thriving future

Our Current Goals:

1. Lead regional engagement to prepare, plan and act on issues that respond to today's needs and tomorrow's opportunities.
2. Build local government capacity, efficiency and innovation in service to Centralina communities and the region.
3. Grow our portfolio of person-centered services that enhance an individual's ability to thrive in their careers and in their communities.
4. Strive for organizational excellence by investing in our employees, promoting our work and building efficient systems.

General Assessment of Current Goals

1. We have benefited from having goals that are not issues/topic specific. It has enabled us to be flexible and adapt our focus areas over the years.
2. Convenient structure for aligning how we describe our work – three levels of impact.
3. The “neat” organizing framework can reinforce silos with most departments having the majority of their work in one goal.
4. Linkage between our goals and the vision statement is weak – specifically how we achieve being a “collaborative organization and trusted partner.”

Key Themes from Stakeholder Engagement (Internal & External)

1. Local focus with regional context – strong desire to focus attention at the local level, but in a regional context that is informed by data and dialogue with regional peers
2. Waning interest in large scale regional planning activities and more interest in tactical capacity building activities and/or support for the local implementation of regional plans
3. Increased programming for and engagement with elected officials, boards and committees
4. Opportunity to strengthen engagement between department-specific partner/stakeholder networks and increase their knowledge/fluency of Centralina as a whole.

Guiding Principles for Goal Update

1. Revision should preserve the aspects of the current goals that are still relevant – reframe and refine where feasible.
2. Reinforce cross-department collaboration and synergy, not reinforce silos. All departments should see their work in all or most of the goals.
3. Remain issue-neutral at the goal level– not create goals around specific topics or issues.
4. Reflect an organization-wide commitment to relationship building and engagement. This is foundational to achieving our vision of a “collaborative organization and trusted partner.”



Centralina Strategic Plan Update
Goal Development Brief
 Working Draft for Discussion on 3/12/25

Current Goals	Keep & Change	Concept Goals
<p>Lead regional engagement to prepare, plan and act on issues that respond to today's needs and tomorrow's opportunities.</p>	<ul style="list-style-type: none"> • <i>Keep</i> - future focus – prepare, plan and act on issues that respond to today's needs and tomorrow's opportunities.” • <i>Change</i> – only focusing on regional activities. Allow for regional and local action. 	<p>Collaborate to prepare, plan and act on issues that respond to today's needs and tomorrow's opportunities.</p>
<p>Build local government capacity, efficiency and innovation in service to Centralina communities and the region.</p>	<ul style="list-style-type: none"> • <i>Keep</i> - “Build capacity, efficiency and innovation” • <i>Change</i> – only focusing on local governments. Reflect current work with a broader set of stakeholders, including Aging, Workforce networks. • Investing in the people and organizations who are partners helps to expand the impact and fulfill our mission 	<p>Strengthen capacity, efficiency and innovative practice to improve quality of life and enhance economic opportunity</p>
<p>Grow our portfolio of person-centered services that enhance an individual's ability to thrive in their careers and in their communities.</p>	<ul style="list-style-type: none"> • <i>Keep</i> - “Person-centered” approach • <i>Change</i> – reorient to a broader, org wide concept of engagement and relationship building (internal and external) • Key to achieving our trusted partner and collaborative organization 	<p>Cultivate relationships to support awareness, collaboration and impact.</p>
<p>Strive for organizational excellence by investing in our employees, promoting our work and building efficient systems.</p>	<ul style="list-style-type: none"> • <i>Keep</i> – internal focus • <i>Change</i> – Evolve focus areas based on the changing needs of the organization 	<p>Invest in innovation and infrastructure to support Centralina as a high-performing, highly desirable place to work.</p>



CENTRALINA

REGIONAL COUNCIL

Item 9

Board Agenda Item Cover Sheet

Board Meeting Date:	March 12, 2025	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Linda Miller	Presentation Time:	20min			
Presenter at Meeting:	Linda Miller	Phone	704-348-2712			
		Email:	lmiller@centralina.org			
Alternate Contact:	Katie Kutcher	Phone	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: NC Community Care Hub (NC CCH) Participation						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
<p>The NC Association of Regional Councils of Government and the NC Area Agencies on Aging are in the early stages of developing a community care hub (CCH) for the state. As a participating entity, Centralina Regional Council would become part of twelve Councils providing a network of services to align healthcare and social needs that would serve all 100 counties in the state. An update will be provided on the status of the NC Community Care Hub (NC CCH), progress in development of the hub, and a review of the role of the CCH for the future of expanding services and increasing capacity in the region.</p>						
Background & Basis of Recommendations:						
<p>Over the years, funding for services offered by the Area Agency on Aging (AAA) has not kept up with the growing numbers of older adults in NC and the increased needs. Looking at creative ways of increasing funds and adopting more of a business mindset has been a priority for NC AAAs. Healthcare and insurance providers, Medicare, Medicare Advantage, and Medicaid programs are looking for community-based providers to assist in delivering services, conducting assessments, and be the direct connection between them and the client. Potential contractors with the CCH can benefit from a one stop shop for services from providers that they know, trust, and that have a proven track record in the community. A CCH model also centralizes administrative and financial functions, operational infrastructure, referrals systems, data collection and sharing, technology, reporting, and quality assurance.</p> <p>Participation in the NC CCH has grown rapidly over the past 5-7 years in the aging network and many have found that this model can help to provide an additional form of sustainable funding to serve additional older adults.</p>						
Requested Action / Recommendation:						
<i>Receive as Information.</i>						
Time Sensitivity: <i>(none or explain)</i>	None.					
Budget Impact: <i>(none or explain)</i>	None.					
Attachments: <i>(none or list)</i>	1. NC CCH Agreement					

	2. Article: <i>Community Care Hubs – What Evidence-based Providers Need to Know (National Council on Aging) 2023</i>
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North Carolina Community Care Hub Membership Agreement

Article 1. Name and Composition

The name of this organization shall be the North Carolina Community Care Hub, hereinafter referred to as “the Hub.” The Hub shall be operated jointly by all of the undersigned participating regional councils of governments in North Carolina (each, a “Founding Participant”).

Article 2. Principal Office

The principal office and address of the Hub shall be that of the Hub’s Treasurer or any location designated by the Executive Committee.

Article 3. Mission

The mission of the Hub is to provide human services support to residents of North Carolina in order to positively impact various social determinants of health.

Article 4. Membership

The initial membership of the Hub shall be comprised of the Founding Participants listed in Exhibit A. Additional Participants may be added as outlined herein.

A Participant’s membership in the Hub may continue for so long as the Participant remains in good standing with the Hub. To remain in good standing, a Participant must do the following:

1. Pay the Participant’s annual dues as they come due;
2. Abide by the terms of the Non-Compete Agreement attached hereto as Exhibit B and incorporated herein by reference;
3. Complete or fulfil all assignments or roles assigned to the Participant by the Hub during each of the Board of Director’s annual workplan meetings;
4. Comply with any data security and privacy requirements, including but not limited to HIPAA compliance provisions, as may be required by the Hub’s Board of Directors; and
5. Any other requirements as specified from time to time by the Board of Directors.

Article 4.1 Contract Administration

Each participant shall notify the Hub of each contract (each, a “Qualifying Contract”) to which the Participant is a signatory and which requires the Participant to deliver services similar to those provided by the Hub. A contract is a Qualifying Contract if it meets both of the following conditions:

1. Geographic Area: The contract specifies a service area that goes beyond the COG geographic area of the Participant.
2. Contract Source: The contract is with a health insurer or healthcare payor.

The above notwithstanding, the following categories of contracts are specifically excluded from being Qualifying Contracts:

1. Pre-Existing Contracts: Any contract in existence at the time of the ratification of this Agreement including renewals.

2. Regular Activities: Any contract for activities or services included under the Older Americans Act or regularly funded programs.

The above notwithstanding, a Participant may request that a contract that would otherwise be a Qualifying Contract be exempted from the requirements of this section by providing a written request to the Board of Directors specifying the need for an exemption. Exemptions shall not be unreasonably withheld in the case of pre-existing contracts or contracts issued by the Division of Aging of the North Carolina Department of Health and Human Services. A majority vote of the Hub's Board of Directors shall be sufficient to grant an exemption. Exemptions shall continue in effect unless and until such exemption is revoked by a majority vote of the Hub's Board of Directors, provided that such vote to terminate an exemption may not occur on more than an annual basis.

Upon becoming a Participant, each Participant shall identify all Qualifying Contracts and provide copies of all Qualifying Contracts to the Hub. During the Participant's membership in the Hub, the Hub shall administer said Qualifying Contracts through provision of managerial and administrative services. This provision shall not apply to exempted contracts.

Each Participant may deliver to the Hub other contracts which, though not Qualifying Contracts, are within the scope of the Hub's services for the provision of managerial and administrative services by the Hub, provided that the Hub may accept or decline to administer such offered non-Qualifying Contracts in the Hub's sole discretion.

Article 4.2 Termination

Membership in the Hub may be terminated by a Participant by providing written notice, including via electronic means, to all other members of the Board of Directors no later than sixty days prior to the end of the respective Participant's fiscal year. A Participant may be removed from membership in the Hub for violating any of the provisions in Articles 4 and 4.1 by a majority vote of the Board of Directors, excluding the Board Member representing the proposed departing participant. A Participant may not be removed by the Board of Directors pursuant to this Article unless a) the Participant is given 30 days' written notice of the Participant's violation of Article 4, and the Participant's violation of Article 4 has not been cured at the end of the 30-day notice period.

Article 5. Dues, Finances, and Budget

Annual dues for the Hub shall be set by the Board of Directors prior to the beginning of each of the Hub's fiscal year. Adjustments to dues may be made throughout the Hub's fiscal year by approval of the Board of Directors to accommodate for special projects and unforeseen circumstances. All dues shall be paid annually to the Hub within 30 days of invoicing. Any Participant who shall become six months in arrears with dues payments may be terminated from membership as contemplated above. A Participant who has forfeited their membership rights for non-payment of dues may be reinstated upon full payment of any past due amounts.

The initial membership dues shall be set at \$10,000 per Participant, and payment shall be due by July 1, 2024.

The fiscal year of the Hub shall begin on July 1 and end on June 30. The Board shall adopt an annual operating budget by December of each year.

No part of the net earnings of the Hub shall inure to the benefit of or be distributable to, its Participants, Directors, or officers or other private persons except that the Hub shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of purposes set forth in this Agreement. No substantial part of the activities of the Hub shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Hub shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of this Agreement, the Hub shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

Article 6. Hub Operations

Each Participant warrants that they have reviewed and understood the Hub's current by-laws and other governing documents, which are incorporated herein by reference.

Article 7. Intellectual Property

Title to all inventions, discoveries, and work products made by the Hub or any Participant on behalf of or for the Hub shall be and remain the exclusive intellectual property of the Hub.

Article 8. Indemnification

Each Participant (the "Indemnifying Participant") agrees to indemnify and hold harmless both the Hub and its officers, directors, employees, agents, and affiliates, together with the other Participants their respective officers, directors, employees, agents, and affiliates (each an "Indemnified Party") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- A. Any breach by the Indemnifying Participant of its representations, warranties, or obligations under this Agreement;
- B. Any negligent act, omission, or willful misconduct of the Indemnifying Participant; and
- C. Any claim that the Indemnifying Participant's services, products, or activities infringe upon or misappropriate any intellectual property rights of a third party.

The Indemnified Party shall promptly notify the Indemnifying Participant of any claim for which it seeks indemnification. The Indemnified Party agrees to cooperate fully, at the Indemnifying Participant's expense, in the defense of such claim and shall have the right to participate in the defense.

The Indemnifying Participant shall have the right to assume control of the defense and settlement of any claim; however, no settlement that imposes any liability or obligation on the Indemnified Party may be agreed upon without the Indemnified Party's prior written consent.

The indemnification obligations under this section shall survive the termination or expiration of this Agreement and/or the dissolution of the Hub.

Article 9. Miscellaneous

This Agreement may be amended, altered, or rescinded at any regular or special meeting of the Board of Directors by a vote of two-thirds (2/3) of all the Board members, provided notice of the proposed changes shall have been distributed to the members at least 30 days prior to such meeting. Acceptance of the terms of any such future Amendment shall be deemed to be a requirement of ongoing membership.

This Agreement shall be governed by and construed under the laws of the state of North Carolina without regard to conflict of law provisions. All Participants hereby submit to the jurisdiction of the state courts of North Carolina for any dispute regarding this Agreement.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to binding arbitration, litigation, or some other dispute resolution procedure.

This Agreement may be executed in one or more counterparts, each of which shall be considered an original. Each Participant warrants that the individual person executing this Agreement on the Participant's behalf has the specific right and authority to bind the Participant to this Agreement. By executing this Agreement, each Participant shall be bound both to the Hub and to one another by the terms of this Agreement.

Article 10. Dissolution of the Hub

The Hub may be dissolved at the end of any Hub fiscal year only upon the adoption of a dissolution resolution by two-thirds of all Participants at any regular or special meeting of the Board of Directors.

**EXHIBIT A
INITIAL MEMBERSHIP**

1. Albemarle Commission
2. Central Pines Regional Council
3. Centralina Regional Council
4. High Country Council of Governments
5. Kerr-Tar Regional Council of Governments
6. Land of Sky Regional Council
7. Lumber River Council of Governments
8. Mid-East Commission
9. Piedmont Triad Regional Council
10. Southwest Commission
11. Upper Coastal Plain Council of Governments
12. Western Piedmont Council of Governments

(This space left blank intentionally.)

EXHIBIT B
NON-COMPETE AGREEMENT

The undersigned council of government (hereinafter the “Participant”), is a Participant and member of the North Carolina Community Care Hub (hereinafter the “Hub”). The Hub is engaged in the business of providing community care needs on a multi-regional basis throughout the state of North Carolina (hereinafter the “Purpose”). As a Participant in the Hub, Participant may be privy to certain information concerning the Hub’s business practices, including but not limited to pricing, contracts, lists of contractors and subcontractors, customer and patient data, business plans, strategies, or other confidential information.

With the understanding that acceptance of the terms of this Non-Compete Agreement is a requirement and condition precedent to membership in the Hub, the undersigned Participant hereby agrees to abide by the following terms and conditions.

1. Throughout the time of Participant’s membership in the Hub and for a period of 12 months following the end of Participant's membership in the Hub, Participant shall not engage in any business similar to the Purpose within Participant's specific multi-county region, subject to the following exclusions:
 - a. Any business performed pursuant to a contract other than a Qualifying Contract;
 - b. Any business performed pursuant to a contract in existence at the time of the Hub’s initial formation on _____;
 - c. Any business performed pursuant to a Qualifying Contract that is granted an exemption by the Hub.

The above exemptions notwithstanding, any business practices, including but not limited to pricing, contracts, lists of contractors and subcontractors, customer and patient data, business plans, strategies, other confidential information, or work product obtained through participation in the Hub shall not be used by an individual member to further their own business activities without expressed consent of the Board.

2. Throughout the time of Participant’s membership in the Hub, any Participant which is offered or becomes aware of an opportunity to contract or application for the provision of services similar to those offered by the Hub outside of the Participant’s region shall first bring such opportunity to the attention of the Hub by providing written notice of such opportunity to the Board of Directors. If the Board of Directors declines to pursue such opportunities within thirty (30) days, then any participant may pursue such opportunities so long as Participant otherwise complies with this Non-Compete Agreement. Such responses shall be made as quickly as feasible. Furthermore, a member may coordinate with another participating COG for the provision of services in another COGs region provided after agreement between the two COGs with notice provided to the Board of the agreement for approval with deference given to the agreement of the two COGs agreement.

3. Participant acknowledges that in the event of Participant's breach of this Non-Compete Agreement, money damages may not sufficiently compensate the Hub for Participant's breach, and Participant specifically agrees that the Hub shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
4. This Non-Compete Agreement shall automatically become void upon the dissolution of the Hub.
5. This Non-Compete Agreement shall be governed by the laws of the State of North Carolina without regard to the conflicts of law provisions thereof. This Non-Compete Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Non-Compete Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Non-Compete Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. Any capitalized terms in this Non-Compete Agreement shall have the same meaning as in the Membership Agreement.

EXHIBIT C
INITIAL OFFICERS OF THE BOARD OF DIRECTORS

Chair: David Richardson, Executive Director, Lumber River Council of Governments

Vice-Chair:

Treasurer:

Immediate Past Chair:

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Albemarle Commission

By:

Name: _____

Title: _____

Date: _____

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(Additional signature pages follow.)

Central Pines Regional Council

By:

Name: _____

Title: _____

Date: _____

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Centralina Regional Council

By:

Name: _____

Title: _____

Date: _____

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High Country Council of Governments

By:

Name: _____

Title: _____

Date: _____

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Kerr-Tar Regional Council of Governments

By:

Name: _____

Title: _____

Date: _____

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Land of Sky Regional Council

By:

Name: _____

Title: _____

Date: _____

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Lumber River Council of Governments

By:

Name: _____

Title: _____

Date: _____

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Mid-East Commission

By:

Name: _____

Title: _____

Date: _____

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Piedmont Triad Regional Council

By:

Name: _____

Title: _____

Date: _____

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Southwest Commission

By:

Name: _____

Title: _____

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Upper Coastal Plain Council of Governments

By:

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Date: _____

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Western Piedmont Council of Governments

By:

Name: _____

Title: _____

Date: _____

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Community Care Hubs: What Evidence-Based Program Providers Need to Know

[COMMUNITY-INTEGRATED HEALTH CARE NEWS](#)

[Laurie Pferr](#), Founder and CEO, Pferr Consulting

KEY TAKEAWAYS

- The community care hub (CCH) is an evolving model designed to align health and social care.
- Evidence-based program provider participation in a network led by a community care hub eases various contracting and administrative burdens and enables providers to bring in new resources to serve more people.
- Participating in a network led by a CCH often involves adapting to additional requirements and business culture changes.

Community care hubs are a developing model to align health and social care to meet the needs of the whole person, and they might be needed now more than ever.

There has been a growing recognition of the impact of unmet social needs on a person's health, with the COVID-19 pandemic escalating a broader understanding of the value of services provided by community-based organizations, including area agencies on aging and centers for independent living, to address the [social determinants of health \(SDOH\)](#) and health-related social needs.

Integration with health care has also been a long-standing component of evidence-based program grants at the federal level. The U.S. Administration for Community Living (ACL), with support from the Centers for Disease Control and Prevention (CDC), provided grants to foster the adoption and delivery of evidence-based self-management programs (EBP) and other evidence-based interventions (EBI) as well as promote the development of contracting opportunities with health insurers and health systems. Recognizing the value of EBPs/EBIs for maintaining and/or improving health and wellness, these grants encouraged CBOs to collaborate to form CCHs to efficiently establish a "one-stop" contracting entity for payors and CBO service providers. Simultaneously, the Centers for Medicare and Medicaid Services (CMS) and CDC are promoting efforts to bring together health-related social needs (HRSN) and health care through models such as the [Accountable Health Communities](#) and [Umbrella Hubs](#), respectively.

Further, new opportunities for CCHs or similar CBO-led networks are developing in states undertaking Medicaid system delivery payment reform in the form of value-based payment models. Several [Medicaid 1115 waivers](#) that include investments in addressing HRSNs, as well as policy changes such as billing codes in the [CY 2024 Medicare Physician Fee Schedule](#) for services addressing health-related social needs, are also moving efforts forward to align social and health care.

A CCH is a developing and evolving model. How a CCH operates in one state or region may look a bit different from another. One thing that is evident: CBO participation is growing!

The percentage of CBOs contracting as part of a network [doubled between 2017 and 2021](#), from 20% to 40%.

Of note is the growth and changing nature of language and acronyms to further describe a more holistic view or approach in efforts to align social and health care. For example, social drivers of health may interchange with SDOH. States and regions may prefer to use different naming conventions and terminology for branding purposes or nuance in the CCH-type models being developed. The evolving model has foundational elements and, by design, considers the needs and environment within which it is developing or expanding.

What is a community care hub, and why should CBOs participate?

What is a CCH?

A CCH is a community-focused entity that organizes and supports a network of community-based organizations providing services to address health-related social needs. A CCH centralizes administrative functions and operational infrastructure, including but not limited to, contracting with health care organizations, payment operations, management of referrals, service delivery fidelity and compliance, technology, information security, data collection, and reporting.¹

A CCH has trusted relationships with and understands the capacities of local community-based and health care organizations and fosters cross-sector collaborations that practice community governance with authentic local voices.

The above comprehensive definition of a CCH was vetted by the [Partnership to Align Social Care](#) through a workgroup of varied, cross-sector stakeholders. Embedded in the definition are some primary benefits for CBO service delivery providers to participate.

National learning community

From November 2022 through August 2023, ACL, in partnership with CDC, hosted a Community Care Hub National Learning Community (NLC) with two learning tracks: [Network Development](#) which focused on the foundational elements of developing a CCH; and [Network Expansion](#) that covered topic areas that align with supporting expansion of an existing CCH (e.g. housing stability, billing, coding and payment, etc.). NLC participants were provided access to vital peer support, technical assistance from national experts, and information on resources, initiatives, and collaborations aimed at furthering the capacity of CCHs nationwide. Across the two cohorts, there were 58 participating organizations from 32 states.²

How can the CCH help CBOs perform their work? What is the role and some expectations of the participating CBOs?

The CCH's strength is in the capacity of its provider network to delivery contracted services.

--Sharon Williams, Williams Jaxon Consulting, LLC (Webinar #1)

The chart below further illustrates some of the functions and features of the community care hub and the community-based organization role as a network service delivery partner.

CCH Role

One stop contracting and billing for payers and providers

Oversight of contract compliance, program quality and fidelity

Diversification of funding streams (e.g., Medicare Advantage Plans, Medicaid, commercial health insurers)

Training or lower cost training such as EBP leaders/trainers, HIPAA, and data security

Technical assistance

Marketing/ marketing assistance

Problem Solving

Evidence Based Program licensing (e.g., holds umbrella license for network partners)

Develop and implement workflows

Continuous quality improvement assistance

Information technology and data security Reporting, data integrity, data/outcome analysis

Works to grow service capacity of the network and service offerings over time, as needed.

Service Delivery Partner Role

Capacity to meet deliverables, metrics

Meet compliance requirements for service delivery, standards, protocols, quality, and fidelity to evidence-based programs and interventions

Receive payments from [diversified funding streams](#) through the CCH

Abide by consent, confidentiality, data privacy federal and state laws, regulations, rules, and policies

Consistency in service delivery

Expect some level of marketing standardization

Recognize the CCH exists to help CBOs succeed in meeting contract deliverables and metrics. Bring challenges or issues to the CCH to help to find solutions

Meet and maintain program licensing standards and requirements

Understand and implement workflows developed by the CCH. Workflow processes may change as the CCH and network evolves.

Commit to continuous quality improvement

Adhere to requirements, standards, and protocols

Maintain data integrity and timely reporting

Prepare staff for expanded capacity and community reach as well as evolutionary nature of the CCH.

“Our Hub is successful when our partners are successful,” said Katie Zahm, Program Manager for Illinois Pathways to Health by AgeOptions. “The CCH goal is to centralize services and streamline processes so partners can focus on service delivery.”

A community care hub example

AgeOptions Illinois Pathways to Health, a CCH, currently provides a variety of evidence-based self-management and falls prevention programs. Technical assistance and training, program material templates, process sheets and guides, marketing templates, and increased brand awareness are a few of the activities and products this CCH provides to service delivery partners. Partners range from very small CBOs delivering programming a couple of times a year to large organizations with capacity to offer EBPs monthly. The service delivery partners’ responsibilities include delivering workshops with program fidelity, registering all workshops on Illinois Pathways to Health’s website, submitting required documentation and data, and agreeing to facilitate programs under plan contracts.

Marketing community care hubs to payers and CBOs

There are a variety of ways, including direct contact, a CCH reaches out to potential payers and service deliverers. A couple of examples used by established CCHs to raise awareness and interest in partnering:

- Illinois Pathways to Health created [EBPs marketing materials](#) for healthcare providers and insurers. It also includes downloadable materials.
- Western New York Integrated Care Collaborative (WNYICC) CCH developed a [one-pager](#) on what are the benefits of joining their network.



CENTRALINA

REGIONAL COUNCIL

Item 10

Board Agenda Item Cover Sheet

Board Meeting Date:	March 12, 2025	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Geraldine Gardner	Presentation Time:	20 minutes			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Alternate Contact:	Kelly Weston	Phone Number:				
		Email:	kweston@centralina.org			
Submitting Department:	GAME	Department Head Approval:	G.Gardner			
Title of documents as shown in the Agenda: State & Federal Advocacy Update						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
<p>Staff will provide an update on the 2025 Federal and State advocacy agenda progress including:</p> <ul style="list-style-type: none"> • February 19th Centralina Learns Event • Raleigh Relations <ul style="list-style-type: none"> ○ UpState Legislative Tracking Tool ○ Downzoning Repeal / SB382 Update ○ NCARCOG Legislative Day – April 2nd • Federal <ul style="list-style-type: none"> ○ February advocacy meetings recap ○ Reconciliation and appropriations process update ○ Transition impact on Centralina grants and finances 						
Background & Basis of Recommendations:						
The Executive Board reviewed and approved advocacy agendas at the November 2024 meeting for the 2025 legislative sessions. Staff have been working to implement the agenda with support from Strategics (Federal) and EQV Strategic (State).						
Requested Action / Recommendation:						
<i>Receive as information and provide feedback as request.</i>						
Time Sensitivity: <i>(none or explain)</i>	Timely input on activities will help to inform continued engagement.					
Budget Impact: <i>(none or explain)</i>	None					
Attachments: <i>(none or list)</i>	<ul style="list-style-type: none"> • Advocacy agendas are available at this link: Federal & State Advocacy - Centralina Regional Council 					