

The Executive Board Agenda

Chairman Johnson will convene a meeting of the Centralina COG Executive Board at 6:30 p.m. on Wednesday, June 8, 2016. A light dinner will be served at 6:00 p.m. The meeting will be held in the Catawba Room of the Centralina CCOG Office on the 12th floor of the 525 North Tryon Street building.

Time	Item	Presenter
6:00 p.m.	Dinner Please RSVP to Kelly Weston at kweston@centralina.org or (704) 348-2728 by 12:00 p.m. on Monday, June 6th so that catering can be arranged.	Kelly Weston
6:30 p.m.	Call to Order, Welcome & Declaration of Quorum	Michael Johnson
	Amendments to the Agenda (if any)	Michael Johnson
Consent Items: <i>Consent agenda items may be considered in one motion and without discussion except for those items removed by a Board member.</i>		
6:35 p.m. Item 1 Pages 3 – 6	Approval of the April 13, 2016 Executive Board Meeting Minutes The minutes of the April 13, 2016 meeting have been distributed to all members of the Executive Board and should be approved if correct. Action/Recommendation: <i>I move to approve the April 13, 2016 Executive Board Meeting minutes.</i>	Michael Johnson
Item 2 Pages 7 – 27	Approval of FY17 Information Technology Service Agreement Staff will present the FY17 Information Technology Service Agreement with Refresh Technologies for Board approval. Action/Recommendation: <i>Approve the acceptance of the FY17 IT Service Agreement.</i>	Jim Prosser
Item 3 Pages 28 – 29	CCOG Insurance Coverage Update Staff will present liability and property insurance coverage recommendations from CCOG's insurance consultant. Action/Recommendation: <i>I move that staff be authorized to bind liability and property insurance coverage for coverage effective July 1, 2016, with or without a change in CCOG's Workers' Compensation coverage, based on staff's assessment of options as presented in a final proposal from Arthur J. Gallagher.</i>	Vicki Bott
Item 4 Page 30	Volunteer Transportation Services Update CCOG is seeking authorization to execute the FY17 contract from North Carolina Department of Transportation for Volunteer Transportation Services and Mobility Management activities. The full annual budget for the project is \$298,990.00 and the program is funded through federal funds at 80% (239,192.00) and includes a 10% state match (\$29,899.00) and requires a 10% local match (\$29,899.00). Action/Recommendation: <i>Consider a motion to give CCOG authorization to sign the FY17 contract with the North Carolina Department of Transportation to continue Mobility Management work and Volunteer Transportation Services.</i>	Jim Prosser
Regular Business Items:		
6:40 p.m. Item 5 5 minutes Page 31	Resolution Honoring Dr. Tony Zeiss	Michael Johnson
6:45 p.m. Item 6 10 minutes Page 32	Proposed Amendment to the Operating Budget for Fiscal Year Ended June 30, 2016 Staff will present a recommendation for the Board to approve amendments to the CCOG Annual Operating Budget Ordinance and the Pass Through Budget Ordinance for the Fiscal Year Ending June 30, 2016. Action/Recommendation:	Marsha Sutton

The Executive Board Agenda

Time	Item	Presenter
	<i>I move to amend the Centralina COG Annual Operating Budget Ordinance as presented at this meeting and the Pass Through Budget Ordinance as presented at the same meeting.</i>	
6:55 p.m. Item 7 5 minutes Page 33	CCOG Audit Firm Selection Mayor Bill Feather, CCOG Treasurer, will discuss the FY15-16 audit process. Action/Recommendation: <i>For information only.</i>	Bill Feather
7:00 p.m. Item 8 10 minutes Pages 34 – 42	Federal Relations Update Leslie Mazingo of Strategics Consulting will present a proposal for renewal of services. Staff will present a summary of the role Strategics Consulting has played in advancing CCOG’s federal relations and federal grant opportunities. Action/Recommendation: <i>(select one)</i> <ul style="list-style-type: none"> • <i>I move that the contract for federal relations consulting services with Strategics Consulting be renewed as proposed.</i> • <i>I move that staff be directed to negotiate a revised proposal with Strategics Consulting for further consideration by the Executive Board.</i> • <i>I move that the contract for federal relations consulting services with Strategics Consulting not be renewed.</i> 	Leslie Mazingo and Vicki Bott
7:10 p.m. Item 9 10 minutes Pages 43 – 45	Private-Sector Fundraising Update Staff will review fundraising development efforts and discussion of Executive Board support needs for “door opener” and “prospect meeting participant” roles. Action/Recommendation: <i>The Executive Board is asked to provide direction to staff on the support desired for Executive Board member participation in private-sector fundraising efforts.</i>	Vicki Bott
7:20 p.m. Item 10 10 minutes Pages 46 – 49 ➤ Presentation	Lumina Update Staff will present an update on the status of the Lumina Community Postsecondary Attainment grant and forecast a request for Board Member communication assistance with local industry and Chambers of Commerce to support the program’s engagement plan and funding efforts. Action/Recommendation: <i>CCOG Board of delegates endorses the current Lumina CPACP work program, People/Skills/Prosperity, and supports a final product engagement implementation and funding plan to be complete by late fall 2016.</i>	Mike Manis
7:30 p.m. 5 minutes	Comments from the Executive Board	Board Members
7:35 p.m. 5 minutes	Comments from the Chair	Michael Johnson
7:40 p.m. 5 minutes	Comments from the Executive Director	Jim Prosser
7:45 p.m.	Adjournment	Michael Johnson

Centralina Council of Governments complies with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of disability. Centralina Council of Governments will make reasonable accommodations in all programs/services to enable participation by an individual with a disability who meets essential eligibility requirements. Centralina Council of Governments’ programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation, please contact the Clerk to the Board, 525 North Tryon Street, 12th Floor, Charlotte, NC 28202, phone (704) 348-2728. Please allow 72 hours advance notice for preparation. Visit our website: www.centralina.org.



Centralina Council of Governments

Item 1



Executive Board Minutes

April 13, 2016

Officers Present	Delegates Present	Delegates Not Present	Centralina Staff
Michael Johnson, Chair Bill Feather, Treasurer	Joe Carpenter Bill Deter George Dunlap Bill Lawhon Martin Oakes Richard Turner Jarvis Woodburn <i>Via phone</i> Martha Sue Hall	Patsy Kinsey, Vice Chair Kathy Kitts, Secretary Bobby Compton Devin Rhyne Jerry Simpson John Woods	Vicki Bott Jessica Hill Debi Lee Mike Manis Linda Miller Michelle Nance Jim Prosser Marsha Sutton Kelly Weston Venecia White

Call to Order and Welcome

Chairman Michael Johnson, City of Statesville called the meeting to order and declared that a quorum was present.

Amendments to the Agenda

Chairman Johnson noted that the date of the audit contract in Item 4 was amended from March 9, 2016 to April 13, 2016. He also noted that Frank Aikmus was added to the list of reappointments in Item 2.

Mayor Pro Tem Martha Sue Hall, City of Albemarle, made a motion to approve the agenda as amended. Council Member Richard Turner, City of Belmont, seconded the motion and it carried unanimously.

Consent Items

- 1. Approval of the March 9, 2016 Executive Board Meeting Minutes**
- 2. Centralina Economic Development Commission Appointment Renewals**

Commissioner George Dunlap, Mecklenburg County, made a motion to approve the Consent Agenda. Commissioner Bill Lawhon, Stanly County, seconded the motion and it carried unanimously.

3. Southeast Alternative Fuel Demonstration Initiative Presentation

Jessica Hill, Senior Planner-Sustainability, presented an overview of the Southeast Alternative Fuel Demonstration Initiative. She noted that staff needs the Board’s help in making Managers in their communities aware of the vehicles included in the program.

Commissioner Dunlap made a motion that the Executive Board members discuss this initiative with their fleet manager and town/city/county manager, and contact CCOG staff to sign up to test out a vehicle. Treasurer Bill Feather, Town of Granite Quarry, seconded the motion and it carried unanimously.

4. Audit Report for Fiscal Year Ending June 30, 2015

Brett Ralls, Dixon Hughes Goodman, LLP, presented the audit report.

In response to a question from Mayor Bill Deter, Town of Weddington, Mr. Ralls explained that his firm began field work on the audit in October after CCOG had been without a full-time Finance Director for approximately six months. There was a lot of clean up that took quite a while to complete.

Jim Prosser, Executive Director, added that CCOG was short-staffed in preparing for the audit and the accounting system had not been fully installed, making it difficult to gather financial information.

In response to Commissioner Oakes' question, Marsha Sutton, Finance Director, explained that she has contacted several banks regarding outstanding checks that have been remitted to the state's escheats program, but the banks are unable to verify that the checks have been cashed.

Commissioner Dunlap expressed concern that the annual audits for the five previous years did not report \$20,000 in outstanding checks as an escheats issue.

Chairman Johnson asked staff to pursue an electronic resolution for the outstanding checks.

Morgan Perry, Dixon Hughes Goodman, LLP, continued the presentation with an overview of the annual financial statements.

Mr. Prosser noted that it is essential for CCOG to recover close to 100% of its indirect costs. Major changes at the federal level should make it easier for CCOG to collect reimbursement for those costs. He added that if CCOG is not fully staffed at all times, then there will not be enough employees to serve the programs where indirect recovery is needed. The organization has increased its indirect cost rate and is looking at responsible ways to grow programs.

Commissioner Dunlap asked staff to look into renegotiating copier equipment leases and outsourcing copying services.

Chairman Johnson noted that the numbers would change if the Cities of Concord and Kannapolis, and Cabarrus and Rowan Counties became CCOG members again. He encouraged the Board members to talk to elected officials in those jurisdictions to encourage them to return to the organization.

Treasurer Feather made a motion to approve and accept the audit as presented. Commissioner Lawhon seconded the motion and it carried unanimously.

Commissioner Carpenter made a motion to approve the amended audit contract as presented in the amount of \$72,500. Treasurer Feather seconded the motion.

In response to Council Member Turner's question, Pete Teague, Dixon Hughes Goodman, LLP, explained that the firm's request for an additional \$15,000 was due to the time spent on the financial statement preparation that was not part of the contract's original scope. He added that the amount of time spent on the audit was much more than anticipated.

Commissioner Lawhon made a substitute motion to table the original motion until contract review. Commissioner Oakes seconded the motion and it carried on a vote of five in favor and three opposed. Those voting in favor of the motion were Commissioners Dunlap, Lawhon, Oakes, and Woodburn, and Mayor Deter. Treasurer Feather, Commissioner Carpenter, and Council Member Turner voted in opposition.

Chairman Johnson called for a vote on the motion to approve the audit contract. The motion failed on a vote of two in favor and six opposed. Those voting in favor of the motion were Commissioner Carpenter and Council Member Turner. Those voting in opposition were Commissioners Dunlap, Lawhon, Oakes, and Woodburn, and Mayors Deter and Feather.

Treasurer Feather made a motion to go forward with paying the \$57,500 and review the \$15,000 in question. Council Member Turner seconded the motion and it carried unanimously.

Commissioner Dunlap made a motion giving the auditors an additional \$10,000. Commissioner Woodburn seconded the motion and it carried unanimously.

5. CCOG Building Committee Report

Linda Miller, Aging Programs Director, reported that the Building Committee is assessing moving options and early lease termination. She noted that she visited potential properties earlier in the week.

6. Private-Sector Fundraising Update

Vicki Bott, Grants Development Director, presented the update and requested the Executive Board members' assistance in identifying fundraising contacts for the Regional Freight Plan and Career Headlight.

Commissioner Dunlap suggested attending meetings where prospects would be in attendance.

By consensus, the Executive Board committed to reviewing the list of funding prospects and identifying five contacts for which they could be door-openers and sending those names to Ms. Bott.

7. Federal Relations Update

Ms. Bott presented the update and requested the Executive Board's feedback on information they will need to make an informed decision at the June meeting about the federal relations consulting services contract with Strategics Consulting, LLC.

In response to Commissioner Dunlap's question, Ms. Bott noted that Leslie Mazingo of Strategics has not yielded any direct results for CCOG, but she has helped the organization recover \$99,000 from the federal government for Mecklenburg County due to an error in Community Development Block Grant funding allocation.

Chairman Johnson asked the Executive Board members to email their questions for Ms. Mazingo to Ms. Bott. He asked Ms. Bott to provide the Board members with a list of those questions prior to the next Executive Board meeting.

8. CCOG Conference Update

Kelly Weston, Executive Assistant/Clerk to the Board, reported that staff recently held a conference call with Vice Chair Patsy Kinsey, City of Charlotte, Treasurer Feather, and Mayor Pro Tem Will Cauthen, Town of Cramerton to discuss the date, location, and sponsorship activities for the next CCOG Regional Conference. The recommended date for the event is Thursday, April 6, 2017 and the proposed location is the Charles Mack Citizen Center in Mooresville, NC.

Treasurer Feather made a motion to approve holding the Conference on Thursday, April 6, 2017 at the Charles Mack Citizen Center. Commissioner Carpenter seconded the motion and it carried unanimously.

Comments from the Executive Board

There were no comments from the Executive Board.

Comments from the Chair

Chairman Johnson noted the following items:

- CCOG was approved as a Medicare agency on April 5th and the certification will be a different revenue stream.
- Executive Board Members received application materials for the Region of Excellence Awards and reminded Board members that award nominations are due on April 27th.

- The NC Tomorrow Summit will be held in Raleigh on April 18th and 19th.
- A Census workshop will be held on April 21st from 9:00 – 11:00 a.m.
- The Charlotte Mecklenburg Aging Coalition Legislative Breakfast will be held on Monday, May 9th from 9:00 – 10:30 a.m.

Comments from the Executive Director

There were no comments from the Executive Director.

Commissioner Oakes made a motion directing the Executive Director to open next year's audit contract for bids. Commissioner Dunlap seconded the motion and it carried unanimously.

Mr. Prosser stated that staff will bring back a process for the Board's review.

Adjournment

With no further business to be discussed, Chairman Johnson adjourned the meeting at 9:04 p.m.

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Centralina Council of Governments

Item 2



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2016	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Victoria Rittenhouse	Presentation Time (est.):				
Presenter at meeting:	Jim Prosser	Phone Number/Ext:				
		Email:	jprosser@centralina.org			
Alternate Contact Person:	Victoria Rittenhouse	Phone Number/Ext:				
		Email:	vrittenhouse@centralina.org			
Submitting Department:	IT	Department Head Approval:	Victoria Rittenhouse			
Board Expectation: <i>(required action or responsibility expected from Board members)</i>						
Approve the FY17 IT Service Agreement for Refresh Technologies.						
Description of Agenda Item:						
Approve the FY17 IT Service Agreement for Refresh Technologies.						
Background & Basis of Recommendations:						
Refresh Technologies was engaged last year to provide consulting services relating to all IT related needs for CCOG. This will be an annual contract for services. Refresh Technologies has served the organization well the past year, upgrading many of our IT related functions allowing for efficiencies in staff's usage of available technology. It is recommended that the Board approve the FY17 contract for services.						
Action / Recommendation:						
Approve the acceptance of the FY17 IT Service Agreement						
Time Sensitivity <i>(none or explain):</i>	The contract needs to be in place prior no later than July 1, 2016					
Budget Impact <i>(if applicable):</i>	Monthly fee of \$6,012 or yearly cost of \$72,144					
List of Attachments <i>(if any):</i>	IT Service Agreement					

**REFRESH
TECHNOLOGIES**

IT SERVICE AGREEMENT

CCOG| July 1, 2016

Refresh Technologies Service Agreement

This Service Agreement ("Agreement") is made this 1 day of July 2016 by and between Centralina Council of Governments with primary location at 525 North Tryon Street 12th Floor, Charlotte, NC 28202 and Refresh Technologies, located at 1216 E. 10th Street, Charlotte, NC 28204.

WHEREAS, Refresh Technologies is a provider of Managed Network Services and consulting;

WHEREAS, Centralina Council of Governments ("CCOG") desires to contract with Refresh Technologies for the provision of the Refresh Technologies Network Solutions;

NOW THEREFORE, for and in consideration of the promises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Service Period

This Agreement shall be effective as of the date of this Agreement and execution by CCOG unless sooner terminated in accordance with the terms hereof, and shall be for an initial term of **twelve (12) months**.

Continuance / Automatic Renewal

This Agreement shall renew automatically at the end of the prior Agreement term for a period of **twelve (12) months** unless Refresh Technologies or the CCOG affirmatively terminates it in accordance with the conditions set forth in this Agreement. After the initial term, either party may terminate this agreement for any reason with a ninety (90) day notice.

Purchase Price

CCOG is purchasing Refresh Technologies Program Services under this Agreement for the purchase price outlined in Appendix A.4. Said purchase price shall be paid in monthly installments with the first installment due upon execution of this agreement. Each payment thereafter shall be due the first day of each calendar month. Services provided hereunder shall be assessed against this Account as provided herein.

Charges for Service Delivery

Services shall be charged against the Account in accordance with the terms and conditions as outlined in Appendix A.4. Any supplemental services provided by Refresh Technologies which are outside the terms of this Agreement, including but not limited to, any maintenance provided beyond normal business hours and services in excess of the Account purchased herein, shall be charged to CCOG as an additional charge in accordance with the terms and conditions as outlined in Appendix A.1. Any additional billing charges will be invoiced at the end of each month, with payment expected within fifteen (15) days, unless otherwise specified by Refresh Technologies.

CCOG shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, CCOG shall promptly pay to Refresh Technologies an amount equal to any such taxes actually paid or required to be collected or paid by Refresh Technologies.

Following a 14 day cure period, Refresh Technologies reserves the right to refuse or suspend service under this Agreement in the event CCOG has failed to pay any invoice within forty-five (45) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other agreement between the parties.

Devices Covered

Refresh Technologies reserves the right to renegotiate rates based on additions of locations, hardware, software, hardware support requirements, and/or services as well as modify this Agreement (or any portion thereof) with a 30-day notice.

For purposes of this Agreement, the Network shall include all locations as outlined in Appendix A.1. In addition, this agreement is based on services provided to those devices listed in Appendix A.2. Any additional critical network devices added to the network without the consent or acknowledgement of Refresh Technologies will not be honored or supported by Refresh Technologies under this agreement. Critical network devices are defined as wireless access points, servers, managed switches, or any device that would affect the normal operation of the corporate network. Please review this agreement from time to time so that you will be apprised of any changes.

Conditions of Service

The CCOG Network is eligible for monitoring and support under this Agreement provided it is in good condition and Refresh Technologies serviceability requirements/standards and site environmental conditions are met. Refresh Technologies reserves the right to inspect the Network upon the commencement of the term of this agreement for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network. Said inspection shall be part of the onboarding charge which is itemized in Appendix A.4.

Refresh Technologies shall not be responsible to CCOG for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Network other than by authorized representatives of Refresh Technologies.

Refresh Technologies reserves the right to suspend or terminate this Agreement if in its sole discretion, conditions at the service site pose a health or safety threat to any Refresh Technologies representative.

Service Responsibility of Refresh Technologies

It is the responsibility of the CCOG to promptly notify Refresh Technologies of any events/incidents that could impact the services defined within this agreement and/or any supplemental service needs, and for Refresh Technologies to respond in a timely manner via phone, email, remote access, and/or on-site services as defined in Appendix A.3 of this Agreement.

- a) If services are requested by the CCOG outside of normal business hours, Refresh Technologies shall provide such service subject to the availability of its representatives, according to the terms and conditions set forth in this Agreement.
- b) Refresh Technologies shall monitor, advise, and provide supplemental services as defined in this agreement during business hours, unless otherwise specified in Appendix A.3, and in accordance with Refresh Technologies' Network policies then in effect.
- c) Refresh Technologies shall provide scheduled remote and onsite support services in accordance with this agreement.

- d) Refresh Technologies' representatives shall have and the CCOG shall provide full access to the Network in order to affect the necessary monitoring and/or supplemental services. All services defined in this Agreement shall be provided during regular business hours, unless otherwise specified in Appendix A.3. Maintenance activities will be scheduled according to the schedule in Appendix A.1.
- e) Refresh Technologies shall be obligated to provide service only at the Service Site(s) defined in this agreement as outlined in Appendix A.1. If the CCOG desires to relocate, add or remove locations (with the exception of temporary job sites), the CCOG shall give appropriate notice to Refresh Technologies of its intention to relocate thirty (30) days in advance. Refresh Technologies reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the CCOG. Such right includes the right to refuse service to Network at the relocation and/or new site.
- f) Refresh Technologies is obligated to provide CCOGs with Service Agreements higher-priority response for emergency as well as non-emergency service requests.

How to Contact Service Desk

Telephone: (704) 374-0107 OPTION 1

Email: help@refreshtech.com

To submit a request via email:

- a) Open email CCOG and address to help@refreshtech.com
- b) Enter the short ticket **Description** and a precise description in the **email subject line**.
- c) Enter detailed notes in the **body of the email**.
- d) Click **Send** to submit the request.

Things to Do Before Contacting Support

When you call or send a message, please ensure that you have the following detailed and complete information:

- Your name and location and where and how to contact you in case of a problem
- A description of the problem and its severity
- Any error messages and what was processing at the time the problem occurred
- The applications and versions you're working with
- Any changes made recently
- In case of a request or question, a description of request or question and relevant details

CCOG Responsibilities

1. CCOG shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by Refresh Technologies' representatives.
2. CCOG agrees that it will inform Refresh Technologies of any modification, installation, or service performed on the Network by individuals not employed by Refresh Technologies in order to assist Refresh Technologies in providing an efficient and effective Network support response time. This clause does not pertain to normal support/maintenance by known software vendors and their specific programs.
3. CCOG will designate a managerial level representative to authorize all Network Support Services. Whenever possible, said representative shall be present whenever a Refresh Technologies service representative is on-site. This contact information shall be outlined in Appendix A.1, and it is the

CCOG's responsibility to inform Refresh Technologies of any changes made to this representation in advance.

4. CCOG agrees that a maintenance window must be established and honored to allow for proper system maintenance, patching and reboots.

Scope of Managed Service Agreement

This Agreement is designed to provide the Account with centralized, proactive monitoring supplemental services for certain Networking Systems. Specific location(s) to be covered by this agreement can be found in Appendix A.1.

Service Limitations

In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed:

- a) Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this agreement. Refresh Technologies will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.
- b) Except as otherwise stated in Appendix A.2 of this agreement all Server, Network and Software upgrades are outside the scope of this agreement. Updates and patching to software are normal maintenance and are different than network upgrades. One major upgrade per production package per year on vendor supported line of business applications is included under this agreement.
- c) Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. Refresh Technologies' support services within this agreement are predicated upon the CCOG'S support and commitment to providing time/scheduling for network device reboots with its staff and/or users support.
- d) Application software support is provided at best efforts, understanding that Refresh Technologies does not assert to be experts in all technologies. Vendor supported applications will be supported in cooperation with vendor support. Printer maintenance support is limited to non-warranty servicing of networked printers.
- e) **Virus mitigation** within the scope of this agreement is predicated on CCOG satisfying recommended backup schemes and having appropriate Anti-Virus Software with current updates. Refusal of backup or antivirus protection will result in charges for virus mitigation.
- f) In cases of lost files or hardware failures, Refresh Technologies will restore the last backup of data which will be set at an increment agreed upon by the CCOG, not to be less than daily in frequency. **Restoration of lost data** caused by systems/hardware failure that was between backups is outside the scope of this agreement.
- g) This agreement and support services herein are contingent on CCOG'S permission of Refresh Technologies having secure remote access into CCOG'S network (eg. VPN, Citrix/Terminal Server, Telnet, SSH, RAS or other solution expressly approved by Refresh Technologies).

- h) Support services required or requested outside the scope of this agreement may not be exchanged for days or services within this agreement. Outside of scope support services are available and will be provided on either a Time and Material, or Project basis.

Warranties and Disclaimers

Refresh Technologies makes and the CCOG receives no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall Refresh Technologies or any of its Directors, Employees or Other Representatives be responsible for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of data, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.

The CCOG shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function.

Indemnification

CCOG hereby agrees to indemnify and defend at its sole expense: Refresh Technologies, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon CCOG'S use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, CCOG agrees to pay any judgment and costs associated with such claim.

Opt-Out/Termination

Refresh Technologies and/or CCOG shall have the right to terminate this Agreement under any of the following conditions:

- If one of the parties shall be declared insolvent or bankrupt.
- If a petition is filed in any court and not dismissed in ninety days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.
- If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties.
- If the CCOG does not pay Refresh Technologies within forty five (45) days from receipt of Refresh Technologies' invoice and/or otherwise materially breaches this Agreement, and such failure to pay or breach continues for a period of thirty (30) days after written notice of the default, Refresh shall have the right to terminate this agreement.
- If Refresh Technologies fails to perform its obligations under this Agreement and such failure continues for a period of thirty days (30) after written notice of the default, the CCOG shall have the right to terminate this Agreement.
- Either party may terminate this Agreement upon ninety days (90) written notice after the initial term.

Upon termination, all hardware and software installed by Refresh Technologies that was required to conduct network support services are the property of Refresh Technologies and will be surrendered and returned to Refresh Technologies at end of the agreement.

Non-Hire/Non-Disclosure

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by any CCOG during the course of engagement and for period of one (1) year thereafter. Your signature on this document confirms your organization's agreement to adhere to this professional standard of conduct.

CCOG acknowledges that Refresh Technologies is involved in a highly strategic and competitive business. CCOG further acknowledges that CCOG would gain substantial benefit and that Refresh Technologies would be deprived of such benefit, if CCOG were to directly hire any personnel employed by Refresh Technologies except as otherwise provided by law, CCOG shall not, without the prior written consent of Refresh Technologies, solicit the employment of Refresh Technologies personnel during the term of this Agreement and for a period of one **(1) year following expiration of this Agreement.**

CCOG agrees that Refresh Technologies damages resulting from breach by CCOG of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CCOG violates this provision, CCOG shall immediately pay Refresh Technologies an amount equal to 70% of employee's total annual compensation, as liquidated damages and Refresh Technologies shall have the option to terminate this Agreement without further notice or liability to CCOG. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Refresh Technologies would incur to identify, recruit, hire and train suitable replacements for such personnel.

This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between CCOG and Refresh Technologies. This agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.

Refresh Technologies acknowledges that in the course of providing services to said CCOG, Refresh Technologies may learn from CCOG certain non-public personal and otherwise confidential information relating to said CCOG, including its customers, consumers or employees. Refresh Technologies shall regard any and all information it receives which in any way relates or pertains to said CCOG, including its customers, consumers or employees as confidential.

Refresh Technologies shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CCOG or as expressly and specifically permitted in writing by said CCOG or as required by applicable law.

Said CCOG acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.

Said CCOG also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by Refresh Technologies or which comes to its attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary to Refresh Technologies.

Insurance

Refresh Technologies shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$2,000,000; worker's compensation insurance as required by law to include Refresh owners; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At CCOG's request, Refresh Technologies further agrees to furnish CCOG with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by CCOG.

General Provisions

- a) Sole Agreement: This Agreement constitutes the entire and only understanding and agreement between the parties hereto with respect to the subject matter hereof and, except as expressly set forth herein, maybe amended only by a writing signed by each of the parties hereto.
- b) Severability: If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable; such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.
- c) Captions: The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any of the provisions hereof.
- d) Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.
- e) Waiver: Any failure of either party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.
- f) Governing Law: Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of **North Carolina** as applied to agreements among **North Carolina** residents to be entered into and performed entirely within the State of **North Carolina**, and such laws shall govern all aspects of this Agreement. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts in the State of **North Carolina**, in the Judicial Circuit where Refresh Technologies has its principal office, for resolution of all disputes and causes of action arising out of this Agreement, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.
- g) Assignment: This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.
- h) Force Majeure: Refresh Technologies shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network Systems/Services.
- i) Attorneys' Fees. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees.

Remedies

Refresh Technologies' liability for breach of this agreement shall be limited to reimbursement to the CCOG for fees equal to one month of service. This is the only remedy available under this agreement, unless the breach extends over multiple months, in which case Refresh's liability is extended to 50% of the monthly service fees for each month of the breach.

Acceptance

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below

Refresh Technologies	<CCOG>
Signature: <i>Fae Shaffer</i>	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Appendix A.1 – The Service Offering, Contact Information and Locations

Base Managed Service Offering

Refresh Technologies offers a comprehensive and fully configurable (up to 24x7) service offering that provides reactive and proactive support for your IT applications for both Commercial Off-The-Shelf (COTS) configurations and custom (in-house) applications. By applying regular monthly maintenance tasks to the network backbone we will be able to reduce the likelihood and frequency of network failures and issues, thus saving the customer money (and time) in unforeseen downtime. The monitoring solution we put in place also assures we have all the information we need to make meaningful suggestions and also helps to ensure we know of issues as early as the customer. In this we will be in a position that allows us to service and solve unforeseen issues with great speed, so that the each issue takes less time to resolve. By combining these two activities, we can reduce the overall cost of our customer's network while at the same time creating a more stable and optimized network environment. This will be backed up regularly with scheduled Health reviews with the customer in which we will be reviewing reports with the customer and therefore providing them with a level of transparency they have not been able to achieve to this point.

Services Included

Our core Managed Service program is designed to provide:

Core Elements	Description
Server Monitoring	Monitoring the customer's servers for any issues that may arise.
Backup Monitoring	Monitoring the success of the customer's backup solution to ensure that their data is always protected.
Network Monitoring	Monitoring the customer's routers and switches to ensure that network traffic is always moving.
Workstation Monitoring	Monitoring the customer's workstations for any issues that may arise to ensure optimum performance.
Automated Maintenance	Basic automated maintenance and self-healing solutions applied to customers' servers, workstations.
Patch Management	Monitoring and management of patch levels; ensuring desktops, servers are kept up to date.
Application Monitoring	Monitoring customers' email availability, Outlook web access, SQL Database, and Terminal Services.
Endpoint Security (ESM)	Apply a complete security management system to customers' environment, including: anti-virus, anti-spyware, and anti-malware management.
Performance Reporting	Quarterly CIO meetings to review customized reports, overall network health, and strategic IT planning with customer.

Additional Modules

Refresh TotalManagement

Includes base managed services and all options below.

Refresh TotalAdmin

Includes base managed services and selected options.

CIO/Director-Level Consulting

Refresh reports directly to the CEO and/or IT Steering Committee of the organization. In this capacity, we deliver expert advice that matches your organizational goals and budgetary needs. We bring over 20 years of experience heading IT departments in the mid-sized business market. Our management processes are tested and constantly improved through working with top companies and C-level teams every day. To this end, we offer the following services for our TotalManagement CCOGs:

- Executive-level reporting monthly
- Help desk for C-Level Staff 7 days/week
- Strategic Planning with business units to achieve goals through technology
- Yearly budgeting and ongoing management of the department budget
- Technology vendor management and vetting
- Contract negotiation where appropriate
- Procurement
- Asset Management

Flat Fee Service Desk

The service desk seeks to facilitate the integration of business processes into the service management infrastructure. In addition to actively monitoring and owning Incidents and user questions, and providing the communications channel for other service management disciplines with the user community, the service desk also provides an interface for other activities such as customer change requests, third parties (e.g. maintenance contracts), cloud solutions support (e.g. MS 365, Google Apps, Enterprise AV), and software licensing. The Service Desk manages project oriented work and high-priority tickets for Network Services and Server Support.

Help Desk Support

Refresh Help desk provides varying levels of desktop computer support for company employees. Basic support includes phone and email-based assistance for routine technical problems and questions. Onsite support is provided as needed. Onsite support may be included or additional according to Appendix A.4. The following principles define the general framework of this support.

- Help desk will support hardware for a reasonable life expectancy. The computer industry generally recognizes three to four years as the typical lifespan of a desktop computer. Computers older than this tend to be more difficult to support and are often inadequate to run current software.
- Help desk will support software for a reasonable life expectancy, so long as said software is still supported by the vendor/publisher. Older software is problematic in terms of compatibility with newer hardware and software.
- It is not possible for Help desk to support all types of hardware and software. To ensure that new hardware and software fall within the scope of Help desk support, company should consult with Help desk prior to acquisition.
- Help desk -supported computers must be protected by anti-virus software installed and configured to Help desk specifications. Users with unprotected computers are subject to service charges should virus infection occur.
- Help desk does not backup data stored on local disk drives of desktop computers.

- While Help desk may provide some software at no direct cost to company, company is ultimately responsible for ensuring its compliance with all applicable software licenses.

Mobile Device Support Addendum

Help desk also provides basic mobile computing device support for end users company owned (or part of signed BYOD program) mobile devices. Support for mobile computing devices is defined above, as well as the following principles specific to mobile computing devices.

- Help desk will support the synchronization of mobile computing devices with Help desk supported email and calendar environments using either a Help desk provided network-based synchronization system or a Help desk supported desktop synchronization application.
- Help desk will support connectivity to the company wireless network for compatible, properly equipped mobile computing devices.

Contact Information

Account Representative

Your Refresh Technologies Account Representative / Primary Contact is Fae Shaffer. Please contact her if you wish to make any changes to, or ask questions about your service agreement with us.

You can contact your account representative in the following ways:

Telephone: 704-374-0107

Mobile: 704-953-9777

Email: fae@refreshtech.com

CCOG Information

The primary CCOG contact is:

Jim Prosser

jprosser@centralina.org

704-348-2703

The secondary CCOG contact is

Victoria Rittenhouse

vrittenhouse@centralina.org

704-688-6502

Changes to this agreement may only be requested by the persons named above. It is the responsibility of the CCOG to notify Refresh Technologies of changes to the contact person.

This agreement covers the following CCOG locations:

Location Name		Main Phone	Location Contact
Headquarters			
Charlotte, NC	525 North Tryon Street 12th Floor, Charlotte, NC 28202	704348-2708	Victoria Rittenhouse

This agreement allows for the following CCOG Maintenance Windows:

Site Name	Task	Day	Time
Main Office	Workstation Patching	Everyday	3 AM – 5 AM
Main Office	Server Patching	Sunday	3 AM – 5 AM
Main Office	Workstation Reboots	Everyday	3 AM – 6 AM
Main Office	Server Reboots	Sunday	3 AM – 6 AM
Main Office	Routine Maintenance Items	Everyday	12 AM – 3 AM

Appendix A.2 – Device Identification and Preventative Checklist

This agreement is based on the following information agreed upon by CCOG. Any changes to this information require an updated service agreement.

Devices Supported by this Agreement

The following devices are covered by this agreement:

Device	Type	Quantity	Location
Firewall	Network	1	HQ
Managed Switch	Network	2	HQ
Mail	O365	1	HQ
Domain Controller	Server	1	HQ
CCOGAPP2	Server	1	HQ
CCOG FIN2013	Server	1	HQ
Term 01	Server	1	HQ
CCOGFIN	Server	1	HQ
CCOGAPP	Server	1	HQ
PCs/Laptops*	PC	65	HQ
Mobile Devices*	Mobile/Tablet	65	HQ

***PCs/Laptops and mobile devices are an approximate number.** Services are not priced on end user devices. In the current corporate technology landscape, users have multiple devices and therefore services are priced on users in an organization.

Preventative Maintenance Checklist

Description	Daily	Weekly	Monthly	Quarterly
Preventative Maintenance	✓	✓	✓	✓
Real Time System Monitoring	✓	✓	✓	✓
Backup Monitoring	✓			
Virus Definition Updates	✓			
Real Time Virus Scanning	✓			
Deep Virus Scanning		✓		
Workstation Security Patches	✓			
Server Security Patches		✓		
Event Log Monitoring	✓			
Temporary File Removal	✓			
Defragmentation of Workstation Hard Drives				
Disk Error Checking	✓			
Disk Space Checking	✓			
Executive Reporting			✓	
Review and Planning Meeting				✓

Appendix A.3 – Service Desk, Response Times and Rates

Emergency Support Issues

Our Managed Service Program enables access to emergency support services when the need arises. Should your team detect an issue with a service or device outside standard business hours, you can contact the Emergency Support team to report the issue. Refresh Technologies' team (security or network, as appropriate) will investigate the issue and act appropriately.

Service Desk Severity and Response Times

Problem Severity	Initial Response Time	Escalation	Expected Time to Resolution
Emergency (Business Hours)	1 hour	N/A	Determined by the nature of the event – normally 4 hours
Critical – Site Impact	2 hours	1 Hour	Determined by the nature of the event – normally 8 hours
Major – Departmental Impact	4 hours/next business day	4 Hour	Determined by the nature of the event – normally 8 hours
Normal – User Impact	8 hours/next business day	8 Hour	Determined by the nature of the event
Nuisance Issues	16 hours/2 nd business day	8 Hour	Determined by the nature of the event

Functional Escalations

As not every support case can be resolved at the point of report, it is important to outline the process by which cases are and can be escalated. As outlined in the Service Desk Severity and Response Times chart above, our service desk team will escalate any unresolved issue(s) to our Operations team within the time allotted for that severity level.

Rates

As a benefit of this agreement Refresh Technologies will provide remote and/or on-site services under the following conditions using the following REDUCED bill rates, for any work that falls outside the scope of this agreement.

Time of Service	Technician Rates
Business Hours Monday – Friday, 8:00am – 5:00pm	Onsite: \$99 / hour
	Remote: \$99 / hour
After Hours Monday – Friday, 5:00pm – 11:00pm Saturday, 9:00am – 5:00pm	Onsite: \$150 / hour
	Remote: \$150 / hour
Overnight Monday – Friday, 11:00pm – 8:00am Saturday 5:00pm – Monday 8:00am	Onsite: \$200 / hour
	Remote: \$200 / hour
Holidays	Onsite: \$250 / hour
	Remote: \$250 / hour
Project Rate	\$150 / hr

Holidays Observed and Service Support Hours

Holiday	Date	Service Support Hours
New Year’s Day	January 1st	N/A
Memorial Day	Last Monday in May	10A-2P (remote)
Independence Day	July 4th	N/A
Labor Day	1st Monday in September	10A-2P (remote)
Thanksgiving Day	4th Thursday in November	N/A
Christmas Day	December 25th	N/A

Appendix A.4 – Monthly Pricing Structure

The cost of the Refresh Total Management program is based upon several key factors:

1. Base program cost that includes monitoring of devices. These are the devices that have been identified in Appendix A.2 that will require maintenance, monitoring and support as determined by your organization's critical business functions (email, internet, file sharing, etc.).
2. Any additional servers or devices that exceed the devices in this agreement. This pertains to adding servers or managed network devices. Generally, this is added under a SOW and will be reflected in service bill after project implementation.
3. Inclusion of any optional modules over and above the base program.
4. Total number of monthly pre-scheduled maintenance hours or block of hours that are required to maintain said devices, as determined by Refresh Technologies
5. Any additional dispatch, support or emergency fees
6. Any special line of business applications or conditions that exist.
7. PLEASE NOTE: in the interest of predictable fees for our CCOGs, we will increase/decrease fees with the addition/removal of servers or significant supported services. Desktop support (Help Desk) will be increased/decreased only in the case of significant changes in the size of the staff, defined here as +/- 15% or more.

Monthly Fees

The **Refresh Total Management** service program includes pre-scheduled onsite and/or remote support and maintenance. Based on the number of users and devices within your organization, Refresh Technologies will commit to having a technician onsite or working remotely from our Network Operation Center on a scheduled basis to assist you with any IT related issues or questions.

Based on this information, the monthly program price for **CCOG** has been determined to be:

Service	Extended
Total Management : CIO/Director Level Services	565.00
Help Desk Unlimited (8 am to 6 pm Mon thru Fri) ~ 60 users	2700.00
Network Management	1750.00
Phone MAC support	200.00
Application Support: O365	350.00
Online Server Backup for: CCOGDC/ CCOGAPP2/ CCOGFIN2013	447.00
TOTAL Flat Monthly Fee	\$6,012.00
Onboarding Fee	NA

Appendix B: CCOG Standards Checklist

CCOG Name:

Location:

Desktop PCs and Notebooks/Laptops

	All Desktop PCs and Notebooks/Laptops with Microsoft Operating Systems running Windows Vista Pro or later
	All Desktop PCs and Notebooks/Laptops with Microsoft Operating Systems have all of the latest Microsoft Service packs and Critical Updates installed
	All Non-Microsoft PCs and Notebooks/Laptops must meet similar OS-Specific requirements such as the latest version of the OS as supplied
	All Desktop PC and Notebook/Laptop Software must be Genuine, Licensed and Vendor- Supported
	All Desktops PCs and Notebooks have a minimum of 2GB Ram and 80GB Hard Drives

Servers

	All Servers with Microsoft Operating Systems running Windows Server 2008 or later
	All Servers with Microsoft Operating Systems have all of the latest Microsoft Service Packs and Critical Updates installed
	All Server Software must be Genuine, Licensed and Vendor-Supported
	All Servers have at a minimum 25% free space on all drives that are currently installed and partitioned

Environmental Conditions (Unless Being Supplied As Part of Managed Services Contract)

- ✓ The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus/Spyware Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email
- ✓ The environment must have a currently licensed, up-to-date and Vendor-Supported Anti-Spam Solution
- ✓ The environment must have a currently licensed, Vendor-Supported Server or Network-based Backup Solution
- ✓ The environment must have a currently licensed, Vendor-Supported Firewall between the Internal Network and the Internet
- ✓ All Wireless data traffic in the environment must be securely encrypted- Traffic should be segmented for public vs. private
- ✓ The environment must have a minimum of T1 or other form of High-Speed Internet Access with Static IP



Centralina Council of Governments

Item 3



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2016	Agenda Item Type:	Consent:	X	Regular:
Submitting Person:	Vicki Bott	Presentation Time (est.):	10 minutes		
Presenter at meeting:	Vicki Bott	Phone Number/Ext:	(704) 348-2702		
		Email:	vbott@centralina.org		
Alternate Contact Person:	Jim Prosser	Phone Number/Ext:	(704) 348-2703		
		Email:	jprosser@centralina.org		
Submitting Department:	Grants Development	Department Head Approval:			
Board Expectation: <i>(required action or responsibility expected from Board members)</i>					
Executive Board members are asked to Review recommendations from CCOG's insurance consultant and authorize obtaining liability and property coverage for FY16-17 from a new carrier.					
Description of Agenda Item:					
Liability and Property Insurance Coverage. The attached preliminary proposal outlines options for binding liability and property insurance effective July 1, 2016. The Board is asked to authorize staff to move forward with securing the needed insurance.					
Background & Basis of Recommendations:					
<p>CCOG has initiated a search for a new provider of liability and property insurance coverage to obtain adequate and cost-effective insurance effective July 1, 2016. CCOG's current such insurance expires June 30, 2016, and the NC Association of County Commissioners, the current provider, has notified CCOG that those insurance policies will not be renewed. It is important that CCOG bind adequate liability and property insurance coverage in order to remain in compliance with requirements of many of its existing grants and contracts, and as a matter of sound risk management.</p> <p>CCOG's property and liability insurance has typically carried annual premiums of about \$42,000, but in looking to non-pool types of coverage, the annual premiums may rise. CCOG's Workers Compensation insurance is eligible for renewal with the NC League of Municipalities at an annual premium cost of about \$9,000. Should the new liability and property insurance premiums rise above \$50,000, or should it be deemed desirable to place both the Workers Comp and liability/property coverage with the same carrier, the CCOG Bylaws will require Executive Board approval of the contract.</p> <p>The insurance brokerage firm, Arthur J. Gallagher (AJG), began consulting with CCOG staff in April to compile the information needed for an effective Request for Proposals that would accurately describe CCOG's risk exposures and insurance needs. There is no cost to CCOG for these consulting services. The RFP was released on May 11 to five candidates recommended by the AJG team. Responses are not yet fully complete, but the attached report provides a description of CCOG's desired lines of coverage and estimated ranges of premiums from each candidate for each line of coverage.</p>					
Action / Recommendation:					
<i>I move that staff be authorized to bind liability and property insurance coverage for coverage effective July 1, 2016, with or without a change in CCOG's Workers' Compensation coverage, based on staff's assessment of options as presented in a final proposal from Arthur J. Gallagher.</i>					
Time Sensitivity (none or explain):	CCOG needs to bind adequate liability and property coverage in time to bind coverage that will be effective July 1, 2016.				
Budget Impact (if applicable):	TBD. The options presented are likely to reflect higher premium costs than those of CCOG's existing coverage.				
List of Attachments (if any):	Preliminary Summary of Insurance RFP Responses				



Summary of CCOG Insurance 2016-17

CCOG will select a new insurance carrier for its liability and property insurance coverage, to be effective as of July 1, 2016. Although CCOG's workers compensation insurance does not need to change, it is being reviewed for possible savings through bundling with the liability and property insurance. The annual premium for the liability and property insurance (without workers' compensation) is expected to be more than CCOG's current cost, but still below the \$50,000 threshold that would require Executive Board approval.

This summary is offered to keep the Executive Board informed and in case Board approval turns out to be required (which could be the case if the Workers Compensation is bundled with the Liability & Property,) to facilitate reaching a decision in time to bind the selected coverage before July 1.

Liability & Property (General Liability, Property, Automobile, Crime, Public officials Liability, Employment practices liability, Environmental Impairment Liability, Cyber Liability, Excess Liability)

- Currently with NCACC, expires June 30, 2016 with no renewal available, annual premium \$40,257.
- Quotes for coverage are anticipated from:
 - Philadelphia
 - Amtrust
 - Gateway Specialty Insurance (a Berkshire Hathaway Company)
 - Travelers
 - EMC
 - WRM America

Workers Compensation

- Currently with NCLM, renewal date 7/1/16, estimated annual premium \$9,481.
- Change in placement only if selected Liability & Property insurer offers a competitive option

Public Official Surety Bonds

- Currently with Liberty Mutual, J. Prosser renewal date 7/01/15, annual premium \$350.
- Currently with Liberty Mutual, M. Sutton renewal date 11/05/15, annual premium \$400.
- Change in placement only if selected Liability & Property insurer offers a competitive option

Other program-specific insurance programs

VTS Drivers Supplement (*paid for with VTS grant funds*)

- Currently with AMS, renewal date 06/01/16, annual premium \$ 5,985.

SCSEP participants (*paid for with SCSEP grant funds*)

- Currently with Berkley, renewal date 4/22/16, estimated annual premium \$11,332.
- No change in placement anticipated



Centralina Council of Governments

Item 4



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2016	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Katie Kutcher	Presentation Time (est.):	5 minutes			
Presenter at meeting:	Katie Kutcher	Phone Number/Ext:	704-348-2705			
		Email:	kkutcher@centralina.org			
Alternate Contact Person:		Phone Number/Ext:				
		Email:				
Submitting Department:	Aging	Department Head Approval:	Linda Miller			
Board Expectation: <i>(required action or responsibility expected from Board members)</i>						
Review status of Volunteer Transportation Services (VTS) and Mobility Management (MM)						
Description of Agenda Item:						
CCOG is seeking authorization to execute the FY17 contract from North Carolina Department of Transportation (NCDOT) for VTS and MM activities. The full annual budget for the project is \$298,990.00 and the program is funded through federal funds at 80% (239,192.00) and includes a 10% state match (\$29,899.00) and requires a 10% local match (\$29,899.00).						
Background & Basis of Recommendations:						
In FY15 Volunteer Transportation Services was categorized as an operating project by the NCDOT requiring a 50% local match which jeopardized the sustainability of the program. The NCDOT reclassified the program as a Mobility Management Capital Project and the grant activities all fall into the 80% federally funded category. Progress reports will continue to be provided to the Executive Board Finance Committee.						
Action / Recommendation:						
Consider a motion to give CCOG authorization to sign the FY17 Contract with the North Carolina Department of Transportation to continue Mobility Management work and Volunteer Transportation Services.						
Time Sensitivity (none or explain):	CCOG needs to execute the contract ASAP in order to be eligible for timely quarterly reimbursements.					
Budget Impact (if applicable):	\$29,899.00 (10% local match)					
List of Attachments (if any):	None					



Centralina Council of Governments

Item 5



RESOLUTION OF OUTSTANDING PUBLIC SERVICE

Dr. Tony Zeiss

June 8, 2016

WHEREAS, Dr. Tony Zeiss has served as president of Central Piedmont Community College (CPCC) for 23 years. Under his leadership, the college has grown from one campus to six. CPCC is one of the largest community colleges in North Carolina and is nationally recognized as a leading institution in workforce development; and

WHEREAS, Dr. Zeiss has been a driving force behind regional initiatives. He has led the Charlotte Regional Collaborative for a Global Economy, a consortium of 15 local community colleges, in its mission “to provide critical thinking and regional leadership to sustain, enhance and promote the economic growth and global competitiveness of the greater Charlotte region;” and

WHEREAS, Dr. Zeiss serves on several local, regional, and national boards, including Leadership NC, the Institute for Emerging Issues, the Fund for the Improvement of Postsecondary Education, the Trail of History, and the Little Sugar Creek Greenway Action Committee; and

WHEREAS, Dr. Zeiss has received numerous honors including the Whitney M. Young Humanitarian Award presented by the Urban League; the Jack Callaghan Cornerstone Award presented by Goodwill Industries of the Southern Piedmont; the UNC Charlotte Distinguished Service Award; and the National Leadership Award from the National Council for Continuing Education and Training; and

WHEREAS, Dr. Zeiss has been a partner of CCOG, a pillar of this community for many years, and a champion of education and economic development.

NOW, THEREFORE, BE IT RESOLVED, that on this eighth day of June 2016, Dr. Tony Zeiss is deemed by the Officers and Board of Delegates of the Centralina Council of Governments, the Executive Director, Centralina staff and countless others as a visionary whose tireless efforts will promote prosperity in the greater Charlotte region for years to come.

Michael Johnson, Centralina Board Chairman

James Prosser, Centralina Executive Director



Centralina Council of Governments

Item 6



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2016	Agenda Item Type:	Consent: <input type="checkbox"/> Regular: <input checked="" type="checkbox"/>
Submitting Person:	Marsha Sutton	Presentation Time (est.):	10 minutes
Presenter at meeting:	Marsha Sutton	Phone Number/Ext:	(704) 348-2716
		Email:	msutton@centralina.org
Alternate Contact Person:	Jim Prosser	Phone Number/Ext:	(704) 348-2703
		Email:	jprosser@centralina.org
Submitting Department:	Finance	Department Head Approval:	
Board Expectation: <i>(required action or responsibility expected from Board members)</i>			
The required action from the Executive Board members is approval to amend the Centralina COG Annual Operating Budget Ordinance and the Pass Through Budget Ordinance to adjust revenues and expenditures as outlined in the original FY15-16 budget.			
Description of Agenda Item: <i>(same wording as on agenda summary)</i>			
Proposed Amendment to the Operating Budget for Fiscal Year Ended June 30, 2016			
We recommend the Executive Board of Centralina COG approve the submitted amendments to the Centralina COG Annual Operating Budget Ordinance and the Pass Through Budget Ordinance for the fiscal year ending June 30, 2016. This information will be available at the meeting.			
These budgets are amended to reflect current year revenues and expenditures. The North Carolina General Statutes require governmental entities have a balanced budget and expenditures not exceed the budget as approved by the Governing Body.			
Management requests the Board amend the operating budgets to reflect changes to revenue and expenditures.			
Background & Basis of Recommendations:			
These budgets are adjusted when new grants are awarded, revised or any other additional funding sources are received to ensure expenditures are appropriated prior to incurring the expenditure.			
Action / Recommendation:			
I move to amend the Centralina COG Annual Operating Budget Ordinance as presented at this meeting and the Pass Through Budget Ordinance as presented at the same meeting.			
Time Sensitivity <i>(none or explain):</i>	The final amendment to the current year operating and pass through budgets must occur before June 30, 2016. Management will submit an amendment to the Executive Board on June 8, 2016.		
Budget Impact <i>(if applicable):</i>	Because General Statute 159-8 requires operation under a balanced budget, this budget includes speculative revenue. This revenue is reviewed regularly and the budget is adjusted to reflect more accurately the true anticipated revenue while insuring that all expenditures are budgeted before being appropriated.		
List of Attachments <i>(if any):</i>	None.		



Centralina Council of Governments

Item 7



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2016	Agenda Item Type:	Consent: <input type="checkbox"/>	Regular: <input checked="" type="checkbox"/>
Submitting Person:	Marsha Sutton	Presentation Time (est.):	5 minutes	
Presenter at meeting:	Bill Feather	Phone Number/Ext:	(704) 245-2807	
		Email:	wfeather@granitequarrync.gov	
Alternate Contact Person:	Marsha Sutton	Phone Number/Ext:	(704) 348-2716	
		Email:	msutton@centralina.org	
Submitting Department:	Finance	Department Head Approval:		
Board Expectation: <i>(required action or responsibility expected from Board members)</i>				
No Action required. This is for discussion and information purposes.				
Description of Agenda Item: <i>(same wording as on agenda summary)</i>				
Mayor Bill Feather to discuss the FY15-16 audit process.				
Background & Basis of Recommendations:				
At the last Executive Committee Meeting, the Executive Council voted to start the Audit RFP process for the FY15-16 audit year, ending 6/30/16.				
Action / Recommendation:				
For information only.				
Time Sensitivity <i>(none or explain):</i>	None.			
Budget Impact <i>(if applicable):</i>	None.			
List of Attachments <i>(if any):</i>	None.			



Centralina Council of Governments

Item 8



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2016	Agenda Item Type:	Consent:	Regular:	x
Submitting Person:	Vicki Bott	Presentation Time (est.):	10 minutes		
Presenter at meeting:	Vicki Bott, Leslie Mozingo	Phone Number/Ext:	704-348-2702		
		Email:	vbott@centralina.org		
Alternate Contact Person:	Jim Prosser	Phone Number/Ext:	704-348-2703		
		Email:	jprosser@centralina.org		
Submitting Department:	Grants Development	Department Head Approval:			
Board Expectation: <i>(required action or responsibility expected from Board members)</i>					
Executive Board members are asked to consider renewing CCOG's contract for federal relations consulting services with Strategics Consulting.					
Description of Agenda Item:					
Federal Relations Update:					
<ol style="list-style-type: none"> 1. Leslie Mozingo of Strategics Consulting will present a proposal for renewal of services. 2. Staff will present a summary of the role Strategics Consulting has played in advancing CCOG's federal relations and federal grant opportunities. 					
Background & Basis of Recommendations:					
<p>CCOG entered into its first-ever contract for federal relations consulting services in July, 2015 with Strategics Consulting, LLC, for a one-year term ending June 30, 2016. The intent was to:</p> <ul style="list-style-type: none"> • Build CCOG's knowledge base and skills in the disciplines of federal relations, both in staff-to-staff relations and elected official-to-elected official relations; • Raise awareness of CCOG and the role it plays in the region among our Congressional Delegation, their staff, and federal agency staff whose programs align with CCOG's mission and initiatives; • Increase CCOG's capacity to pro-actively identify and effectively respond to federal grant opportunities that align with CCOG's initiatives. <p>After development of the CCOG Federal Action Plan in late summer 2015, Leslie Mozingo of Strategics advised CCOG that it had become apparent that the CCOG's priority initiatives would likely not align well with many federal grant programs, most of which tend to be less regional and less planning-oriented than CCOG's initiatives. Her recommendation was two-fold:</p> <ul style="list-style-type: none"> • Continue to monitor for grant opportunities for CCOG initiatives and be prepared to respond when appropriate; but, also, • Strategically increase the emphasis on these areas: <ul style="list-style-type: none"> ○ raising awareness of CCOG among our Congressional Delegation; ○ seeking to influence federal programs' stated objectives and eligibility criteria to create more opportunities for regional initiatives of COGs ○ providing grant opportunity notices and grant research services to CCOG members <p>Staff agreed with these recommendations, and have directed Leslie to focus her efforts for CCOG accordingly. The Strategics proposal for contract renewal and the staff summary, both attached, outline the results achieved and goals going forward. They also respond to the criteria the Executive Board identified in April for evaluating whether to renew the Strategics contract:</p> <ul style="list-style-type: none"> • What results has Strategics' work yielded this year: <ul style="list-style-type: none"> ○ for CCOG (in terms of grants, legislation, etc.)? ○ for CCOG member governments? 					



- How did Strategics augment the efforts CCOG staff made, or could have made, to correct HUD’s error and recover CDBG funds for Mecklenburg County?

Action / Recommendation:

(select one)

- *I move that the contract for federal relations consulting services with Strategics Consulting be renewed as proposed.*
- *I move that staff be directed to negotiate a revised proposal with Strategics Consulting for further consideration by the Executive Board.*
- *I move that the contract for federal relations consulting services with Strategics Consulting not be renewed.*

Time Sensitivity *(none or explain):*

The current contract with Strategics Consulting expires June 30, 2016.

Budget Impact *(if applicable):*

The fees associated with this contract (\$42,000 per year) will increase the adopted expense budget for FY16-17.

List of Attachments *(if any):*

- Strategics Consulting Proposal for Contract Renewal with:
 - 2016-17 Congressional Relations E-E Action Plan
- Staff summary of Strategics Consulting role in FY15-16



May 23, 2016

Mr. James Prosser
Executive Director
Centralina Council of Governments
525 North Tryon Street, 12th Floor
Charlotte, NC 28202

Dear Jim:

I have appreciated the opportunity to provide federal consulting services during this last year to the Centralina Council of Governments (CCOG) and wish to renew our arrangement under the same terms. I believe Strategics Consulting has proven that having a federal consultant helping CCOG anticipate, evaluate, understand, and influence federal activity is invaluable and affordable. As you have said, CCOG relies heavily on federal funding but does not have the internal capacity necessary to effectively engage at the federal level. Thus, the advantages of outsourcing with a specialist are many and the benefits genuine. Having Strategics as your federal consultant enables CCOG to:

- ✓ Develop effective federal advocacy strategies and materials quickly and cost-effectively;
- ✓ Identify opportunities and threats relevant to CCOG's priorities on a regular, ongoing basis;
- ✓ Ensure CCOG's message is appropriately communicated and timely;
- ✓ Reach the right decision-makers and build important relationships;
- ✓ Improve staff and Board Member skills for effective visits and communications with federal elected representatives and high-ranking officials;
- ✓ Advance politically astute strategies to achieve objectives; and
- ✓ Save valuable time and resources.

After nearly two weeks of meetings with your departments to gain a full understanding of CCOG's needs, I prepared a draft Federal Action Plan that was approved by the Executive Board. My primary goal this past year has been to find new funding sources that CCOG could pursue through the federal competitive grants process, bring those opportunities to the organization's attention, and work with CCOG to be more competitive. More than 180 notices on grant opportunities were sent to CCOG, with several separated out into customized notices specifically related to CCOG priorities.

Because there have not been many grants that were prime for regional applicants or CCOG priorities where your limited resources were already invested, I recommended focusing meanwhile in building stronger relationships with your congressional delegation so those positive connections would already be established when the time came for needing their support and assistance with securing grants. Additionally, I have been working with CCOG to align its programs to better fit with federal grants that are available and to influence legislation and agency decision-making in order to better position regional organizations like CCOG for eligibility in the future. Additionally, I have been a resource for CCOG and its members both proactively and in response to requests that have resulted in both monetary success and other not so easily quantifiable ways that will have long-term benefits. It is not possible of course to list all of the activities that have occurred, or all the ways CCOG has seen measurable improvements in federal relations, but some examples where Strategics Consulting had a defining role include:

- Recovering \$99,000 in lost CDBG funding for the Town of Matthews;



- Initiating *Regional Connections* quarterly webinar series with congressional offices, which has been recognized by the regional EDA office as influential and a practice they are recommending to other regional councils to follow;
- Grants News, a new product provided by CCOG to its members with information on grants available to local governments using information provided by Strategics;
- Special Reports to your members on funding opportunities for specific needs, such as farmer markets and rural development;
- Connecting CCOG with FHWA's Freight Management and Operations Office of Planning Director for a critical meeting with the Cabarrus Rowan MPO; and
- A noticeable difference in the congressional delegation's communications with CCOG.

As you have seen firsthand, I have invested a significant amount of time getting to know CCOG, its members and its priorities. CCOG has learned a lot about areas not previously known, such as the importance of congressional committees and the ability to influence legislation and grants before they are public knowledge. We are making great progress and there is clearly value in continuing to grow on the momentum that we have spent the last year building.

Therefore, I have provided in the attached a proposed Statement of Work for 2016-2017. In addition to the services that I have been providing and will continue to provide, there is unique set of circumstances forthcoming that will require special coverage that I will be providing as well. In addition to the Presidential elections resulting in a new Administration with new priorities and, often, new opportunities that I will be covering, I will also keep you well-informed on the changes that occur with our state's congressional redistricting and in Congress overall. The weekly calls to discuss the issues and our strategies will continue, as well as written reports that you can share with your members.

I hope that the Executive Board will agree that this has been a very productive partnership and one that CCOG wishes to continue. Thank you for sharing this proposal with the Executive Board. I look forward to the opportunity to discuss it with them at the June 8 Executive Board meeting.

Sincerely,

Leslie C. Mozingo
CEO



ANNUAL TIMELINE FOR CCOG DELEGATES CONTACTING MEMBERS OF CONGRESS

This is an anticipated schedule if Congress follows regular order, but delays are always possible. Opportunities for local meetings with Congressional Delegation members are shown in blue.

Congressional Schedule	CCOG Theme & Delegate Actions
<p>JANUARY</p> <ul style="list-style-type: none"> ◦ New Members’ swearing-in ◦ Leadership elected & Committee, Sub-Committee appointments made ◦ Congress in recess usually at least one week. ◦ U.S. Conference of Mayors Winter Meeting, Washington, DC. 	<p>Introduce CCOG federal priorities.</p> <ul style="list-style-type: none"> ◦ <u>Executive Board</u>: Review new year’s briefing materials ◦ Early introductions to newly elected Delegation Members (if following an election year). ◦ Meet with Delegation Members locally. ◦ Local mayors meet w/ Delegation Members in DC. ◦ Schedule local meetings for Feb recess.
<p>FEBRUARY</p> <ul style="list-style-type: none"> ◦ Congress in recess usually Presidents’ Day week ◦ National Association of Counties Legislative Conference, Washington, DC- 	<p>Reinforce CCOG federal priorities.</p> <ul style="list-style-type: none"> ◦ Meet with Delegation Members locally. ◦ Local Commissioners meet w/ Delegation Members in DC. ◦ Invite to CCOG Conference (April 2017) ◦ Schedule local meetings for March-April recess.
<p>MARCH</p> <ul style="list-style-type: none"> ◦ Appropriations Subcommittees begin work. ◦ National League of Cities Legislative Conference, Washington, DC. ◦ Congress in recess usually late March 	<p>Emphasize CCOG appropriations priorities</p> <ul style="list-style-type: none"> ◦ Encourage signing on to Appropriations Sub-Committees letters. ◦ Local Councilpersons meet w/ Delegation Members in DC. ◦ Meet with Delegation Members locally. ◦ Schedule local meetings for April and/or May recesses.
<p>APRIL</p> <ul style="list-style-type: none"> ◦ Congress in recess usually Easter week ◦ Appropriations Subcommittees hearings 	<p>Emphasize CCOG appropriations priorities.</p> <ul style="list-style-type: none"> ◦ Meet with Delegation Members locally. ◦ Schedule local meetings for May recess.
<p>MAY</p> <ul style="list-style-type: none"> ◦ Appropriations bills move through House Committee, House Floor, Senate Subcommittees ◦ Congress in recess usually Memorial Day week. 	<p>Emphasize CCOG appropriations priorities.</p> <ul style="list-style-type: none"> ◦ Schedule local meetings for July recess (if separate from Town Hall meeting). ◦ Meet with Delegation Members locally.

<p>JUNE</p> <ul style="list-style-type: none"> Appropriations bills moving through House Floor, Senate Committees, Senate Floor. 	<p>Prepare for August Advocacy.</p> <ul style="list-style-type: none"> <u>Executive Board</u>: Review CCOG federal priorities & August Advocacy support materials. Continue to reinforce messages on CCOG federal funding priorities. Schedule local meetings for July-August recess (if separate from Town Hall meeting).
<p>JULY</p> <ul style="list-style-type: none"> Appropriations bills moving through House Floor and Senate Floor. Congress in recess usually July 4th week. 	<p>Reinforce CCOG appropriations priorities</p> <ul style="list-style-type: none"> Communicate to Delegation Members preference for House or Senate funding levels. Meet with Delegation Members locally. Schedule local meetings for August-September recess (if separate from Town Hall meeting.)
<p>AUGUST</p> <ul style="list-style-type: none"> Congress in recess usually all month long. (many hold local Town Hall meetings) 	<p>August Advocacy</p> <ul style="list-style-type: none"> Attend Town Halls with Delegation Members (separate scheduled appointment not required). Meet with Delegation Members locally. Schedule local meetings for September and/or October recesses.
<p>SEPTEMBER - OCTOBER</p> <ul style="list-style-type: none"> Congress in recess usually Labor Day week & Columbus Day week. House-Senate conference committees resolve differences and agree on final versions of spending bills. / President signs or vetoes final bills. End of the federal fiscal year (Sep 30th). Beginning of federal fiscal year (Oct 1st). 	<p>Introduce CCOG federal priorities / Thank Delegation Members for successes.</p> <ul style="list-style-type: none"> Meet with Delegation Members locally. Final push for current fiscal year’s federal priorities. <u>Executive Board</u>: Set priorities for upcoming federal fiscal year & review support materials Schedule local meetings for October-November recesses.
<p>NOVEMBER - DECEMBER</p> <ul style="list-style-type: none"> Election Day (first Tuesday after the first Monday in Nov). Congress in recess usually around Veterans Day (11th); Thanksgiving (24th). Congress in recess usually during the last week or two of December (depends on year, status of appropriations and elections.) 	<p>Introduce CCOG federal priorities / Thank Delegation Members for successes.</p> <ul style="list-style-type: none"> <u>Executive Board</u>: Review Congressional Year-End Report, Finalize and approve next calendar year’s CCOG Federal Action Plan. Early introductions to newly elected Delegation Members (if an election year). Meet with Delegation Members locally. Share Congressional Year End Progress Report, Year Ahead Projections Schedule local meetings for January recesses.

SCOPE OF SERVICES

Strategics Consulting will continue to provide federal relations consulting services as follows:

- Federal Funding:
 - Update Federal Action Plan to advance CCOG priorities;
 - Notify CCOG on grant opportunities, as well White House initiatives and federal agency announcements;
 - Outline congressional legislative activity that results in new grants forthcoming;
 - Review federal grant applications to make them more competitive;
 - Advise on garnering congressional support for grant applications;
- Congressional & Federal Agency Relationship-building:
 - Coach Executive Board and elected officials to promote active engagement and build stronger relationships with the congressional delegation and federal agencies making funding decisions;
 - Advance staff-to-staff relationships through quarterly webinars and by way of personal connections;
 - Recommend key federal contacts needed to advance CCOG's priorities;
 - Develop briefing materials and talking points;
 - Create tailored strategies for making those contacts;
 - Provide federal advocacy advice continuously through weekly calls with management and staff;
- Other services on request:
 - Attend local meetings and events as requested; and
 - Serve as a resource to the organization and its members.

In addition to the above, and in relation to the attached Congressional timeline, specific services will also be provided from July 2016 through January 2017 to address the uniqueness of the election cycle, as well as changes in CCOG's and NC's congressional delegation, in Congress and the Administration, as follows:

July 2016 - January 2017

- Support Executive Board during July - August Recess Advocacy.
- Report to Director on potential impacts of congressional redistricting and Presidential candidates.
- Provide elections report.
- Meetings with stakeholders as needed after elections.
- Modify Federal Action Plan after elections and present changes to Executive Board for approval.
- Identify key positions and political appointments.
- Report on new federal programs and funding opportunities anticipated by the Administration.

FEES FOR SERVICES

- July 1, 2016 – June 30, 2017
- \$3,500 per month / Net 45 / \$42,000 total.
- No expenses.
- Termination by either party with 60 days' notice in writing.



The Role of Strategics Consulting 2015-16

Federal Action Plan. Strategics Consulting (SC) invested time getting to know CCOG lines of business and how we're different from counties, municipalities and other federal grantees; SC is positioned to build on that knowledge going forward. Most of the funding received by CCOG is from federal sources (often through the State). Due to limitations of staff time, CCOG has not established on-going relationships with many of the agencies providing these funds. SC is providing support to building these relationships. CCOG project teams invested time in bringing SC up to speed but have not yet directly benefited. Using a different consultant would require making that same investment again.

Relationship-building & Advocacy. SC quickly identified that the nature of CCOG's work doesn't fit neatly into many federal programs & recommending re-focusing from grants searching to relationship building and advocacy. As a consultant, SC is not able to lobby directly for CCOG, so staff and Delegates must take those actions. SC provides materials for CCOG Delegates, staff to use in relationship-building & advocacy with Congress members, their staff and with federal agencies.

Regional Connections Webinar series. Newly introduced at SC's recommendation. CCOG staff prepare content, manage logistics, and make the webinar presentations. SC listens in and provides post-event feedback.

Federal Relations Basics, Congressional Calendar, & "Elevator Speech". SC contributed draft content for CCOG staff formatting & distribution to Delegates.

Advocacy Opportunities Support. SC provided information and talking points for Delegates general use at August Town Hall meetings, major annual conferences in DC. SC modified talking points for specific elected-to-elected meetings to highlight CCOG's priority initiatives.

Legislative Committee Reports Language Request Support. SC provided information and sample letters for Delegates to use to urge relevant committees to expand grant programs' eligibility language to explicitly include councils of government and regional planning projects.

Appropriations Committee Letter Sign-on Support. SC provided information and sample letters for Delegates to use to urge members of Congress to sign on to Congressional letter of support for U.S. EDA appropriations. EDA is CCOG's largest direct federal funding agency.

Grant Searches. SC provides regular Grant Alerts; SC highlights specific grants of interest to CCOG. Project teams report that rarely do they learn from the Grant Alerts of a grant they weren't already aware of. SC's value is in advance warning of timing of anticipated grant opportunities, particularly news ones like those coming out of the FAST Act.

Grant Editing. SC's review and editing of grant applications can help enhance their competitiveness; however, SC has not had an opportunity to demonstrate this since CCOG has prepared no federal grant applications significant or complex enough to warrant that assistance this year.

Letters of Support. SC provides assistance in securing letters of support from Congressional Delegation members for CCOG's federal grant applications; however, SC has not had an opportunity to demonstrate



this since CCOG has prepared no federal grant applications significant enough to need such letters of support.

In summary, working with Strategics Consulting has expanded CCOG's capacity and increased its knowledge base regarding the "why" and "how" of federal relations and federal grantsmanship. CCOG staff and Executive Board have gained an understanding of the value of establishing direct relationships with our region's Congressional Delegation and their staffs, to help protect CCOG's existing federal funding and to increase our opportunities for competitive funding. This extends also to the value of deepening and broadening relationships with federal agency staff (at higher levels than those of grant program officers.) SC has provided specific approaches and tools for working on those relationships, and coached CCOG staff and Delegates in when and how to apply them.



Centralina Council of Governments

Item 9



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2016	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Vicki Bott	Presentation Time (est.):	10 minutes			
Presenter at meeting:	Vicki Bott	Phone Number/Ext:	(704) 348-2702			
		Email:	vbott@centralina.org			
Alternate Contact Person:	Jim Prosser	Phone Number/Ext:	(704) 348-2703			
		Email:	jprosser@centralina.org			
Submitting Department:	Grants Development	Department Head Approval:				
Board Expectation: <i>(required action or responsibility expected from Board members)</i>						
Executive Board members are asked to:						
<ol style="list-style-type: none"> 1. Receive as information updates on fundraising efforts; and, 2. Provide feedback about giving prospecting assistance. 						
Description of Agenda Item:						
Private-sector Fundraising Update: review of fundraising development efforts and discussion of EB support needs for “door opener”/”Prospect meeting participant” roles: talking points, pre-briefings, coaching?						
Background & Basis of Recommendations:						
<p>On behalf of the Centralina Foundation, CCOG is managing a contract between the Foundation and Ms. Jennifer Nichols with the objective of developing \$890,000 in funding designated for four CCOG priority regional initiatives: Career Headlight; Community-based Housing Strategies; Regional Freight Study; and, Volunteer Transportation Services. The Centralina Foundation Trustees will meet in June to decide whether to renew this contract that currently expires on June 30, 2016. The attached Philanthropic Fundraising Status Report (May 2016) summarizes progress since the last report, which has been slower than anticipated and for which Executive Board assistance is requested.</p> <p>Representing CCOG as the Foundation’s partner in carrying forward those four priority regional initiatives, the Executive Board can contribute significantly to these fund-raising efforts by a) helping to identify prospects, b) acting as a “door-opener” to introduce the Foundation’s consultant who will then call to request a meeting, and/or c) participating in a meeting with a prospect.</p> <p>It will be helpful to learn:</p> <ul style="list-style-type: none"> • What barriers are there to Executive Board members’ assisting with fund-raising as described above? • What can Centralina Foundation and its consultant do to reduce or eliminate those barriers? • Are there other options for CCOG & Executive Board assistance with fundraising for these priority initiatives? 						
Action / Recommendation:						
The Executive Board is asked to provide direction to staff on the support desired for Executive Board member participation in private-sector fundraising efforts.						
Time Sensitivity (none or explain):	Fundraising for these regional initiatives is a very high priority. The projects are at stages at which investment is needed to carry them forward, and CCOG itself has exhausted its ability to self-fund them.					
Budget Impact (if applicable):	Potential increase in revenue to fund CCOG’s regional initiatives.					
List of Attachments (if any):	Philanthropic Fundraising Status Report (May 2016)					



Philanthropic Fundraising Status Report

April-May 2016

Goal:

\$890,000 in private-sector funding for Centralina Foundation's four priority regional initiatives

- o \$300,000 Career Headlight *
- o \$325,000 Community-based Housing Strategies
- o \$200,000 Regional Freight Study *
- o \$ 65,000 VTS

** Focus directed to these two priority projects for this fiscal year.*

Completed:

Career Headlight

- Refined the top prospect list for Career Headlight and began making calls to SunTrust, First Citizens, WellsFargo, JP Morgan Chase.
- Secured meeting with CMS representative about Career Headlight & requested meeting with Gaston Schools superintendent.
- Followed up with Kristy Tesky of JMBelk Endowment about Career Headlight and invited to CH launch.
- Added names to list of invitees for June 13th Career Headlight presentation to prospective funders.

Freight

- With assistance from Joe Carpenter we got input from Tim Gause on Freight Project proposal to Duke Energy & secured OK to schedule an in-person meeting. Held separate meeting with Sarah McAulay, Michael Gallis, and other Duke staff for additional input re the proposal.
- Made introductory calls to CSX & American Airlines, that have resulted in scheduling of in-person meetings.
- Requested door-opening introduction to AT&T, National Gypsum.
- Updated freight prospect list.

Other

- We added a new intermediary contact to help further Lowe's inquiry for Housing Project.
- Design of CF website & collaterals to accompany brochures in process (project-specific "rack cards").

Next Steps (June/July/August):

- Continued follow-up for top tier prospects (Lowe's, Duke Energy, American Airlines, CSX, Wells Fargo, First Citizens, Suntrust, etc.)

Freight

- Re-vise & re-submit Freight proposal for Duke Energy and cultivate multiple stakeholders for letters of support.
- Hold June meeting with American Airlines (Tracy Montross to schedule,) CF, CCOG and AA's cargo-related vendors.

Career Headlight: Wells Fargo, First Citizens, and SunTrust.

Housing Strategies Pilots: Lowes Foundation.

As of 5/31/16



- Initiate intentional inquiries/game plan (for additional top tier prospects):
 - Bundled projects Housing/Freight: National Gypsum.
 - Housing Strategies Pilots: Major Employers, Builders/Developers.
 - Career Headlight: additional prospects from the June 13 event hosted by Federal Reserve.
 - Career Headlight: CMS meeting in June.
- Develop “Case for Funding” and Proposal templates for CH and Housing.
- Stakeholder Prospecting:
 - Freight Study: Continue calling on top prospects to get meetings.
 - Housing Strategies Pilots: major employers, builders/developers.
- Initiate intentional inquiries/game plan for second tier prospects:
 - Freight Study: some freight providers, logistics firms, manufacturers, distributors.
 - Housing Study: mid-size employers, realtors, banks.
- Complete Centralina Foundation website & printed collateral.




Centralina Council of Governments

Item 10



Board Agenda Item Cover Sheet

Board Meeting Date:	June 8, 2016	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Mike Manis	Presentation Time (est.):	10 minutes			
Presenter at meeting:	Mike Manis	Phone Number/Ext:				
		Email:	mmanis@centralina.org			
Alternate Contact Person:	Victoria Rittenhouse	Phone Number/Ext:				
		Email:	vrittenhouse@centralina.org			
Submitting Department:	CEDC	Department Head Approval:				
Board Expectation: <i>(required action or responsibility expected from Board members)</i>						
Update briefing on status of Lumina Community Postsecondary Attainment (CPA) Grant. Forecast request for Board Member's communication assistance in late fall 2016 with their local Industry and Chambers to support the engagement plan of the program and funding efforts.						
Description of Agenda Item:						
People/Skills/Prosperity - Centralina Partnership for Attainment and Career Pathways (CPACP) Project- Lumina Foundation Grant						
Background & Basis of Recommendations:						
<p>Centralina Community and Economic Development Department and CCOG were awarded funding by the Lumina Foundation in late May 2015 for the Lumina Goal 2025 Community Partnership Attainment Program. This national Lumina Goal is to increase the proportion of Americans with high-quality post-secondary degrees and credentials to 60% by 2025. The grant opportunity was offered by invitation only from the Lumina Foundation in part due to recognition of the Jobs, Workforce & Education Alignment Strategy that was a component of the Prosperity for Greater Charlotte Report. Seventy-five metros across the U.S. will be involved in this national Lumina initiative.</p> <p>Currently, there is not adequate awareness among students, parents, and working adults of the opportunities and educational pathways for skill areas within the region's high-demand and growing industry sectors that require postsecondary education. This award helps address a critical gap in career pathways awareness to support the region's growing workforce needs for our targeted industry clusters and other sectors of the economy.</p> <p>The grant provides \$120,000 over an 18-month period to pursue strategies to increase our region's post-secondary attainment and achieve regional goals. Mike Manis and Victoria Rittenhouse attended the second national two-day Lumina Convening of the 75 Metros and the Lumina Partners in St. Louis, Missouri February 8th - 10th, 2016. Our current designed initiative, People Skills Prosperity, will support businesses and existing workers in our region to connect to training and career attainment tools and resources. Our PSP tag line is "Preparing the Greater Charlotte Region for tomorrow's opportunities."</p> <p>People Skills Prosperity will foster economic growth in the Greater Charlotte Region through its efforts to increase post-secondary attainment for working adults. This initiative will help equip existing workers with new skills, education, and training that supports the talent needs of employers and aligns with the region's 21st century career opportunities and educational pathways in the region's high-demand, high-growth industries that require a variety of post-secondary credentials.</p>						
Action Recommendation:						
CCOG Board of delegates endorses the current Lumina CPACP work program, People/Skills/Prosperity, and supports a final product engagement implementation and funding plan to be complete by late fall 2016.						



Time Sensitivity (<i>none or explain</i>):	None
Budget Impact (<i>if applicable</i>):	N/A
List of Attachments (<i>if any</i>):	1. People Skills Prosperity Two-page info sheet 2. Lumina CPA Goal 2025 info sheet 3. CPACP PowerPoint to CCOG Board



Centralina Council of Governments received funding under Lumina Foundation's Community Partnership for Attainment (CPA) Program. This work supports Lumina's Goal 2025, which aims to increase the proportion of Americans with high-quality degrees, certificates and other credentials to 60 percent by 2025. The CPA program strives to deepen the impact of cross-sector, place-based efforts to increase higher education attainment in communities and cities across the country. The Centralina project, People Skills Prosperity, specifically targets working adults, to help them achieve training and/or educational goals to grow professionally within their current workplaces.



Who – Employers and Adult Workers

What - Increase postsecondary attainment and training for workers through an initiative focusing on Employer and Employee engagement. Which will help to develop a talent pipeline equipped with the skills and training that align with the region's six targeted industry clusters and associated industry competencies, identified in the 2012 Prosperity for Greater Charlotte Report.

When - Pilot project operational and implementation design: now through December 31, 2016; project implementation 2017 – 2025.

Where - Greater Charlotte Region: Anson, Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; pilot project in Iredell County

Why - Industries are facing workforce gaps due to an aging workforce and a skills miss match with the available workforce. With a lack of qualified talent, positions will go unfilled, and potentially hurt our local companies and economy. Training an employer's current workforce is a cost effective approach compared to external recruitment. Which for certain industries, for example advanced manufacturing, can be highly competitive and expensive. Further, post-secondary successes promote economic mobility opportunities through expanded employment opportunities within their company.

How - Connect post-secondary attainment and training support initiatives to create efficiencies and remove barriers within the existing ecosystem. And create a regional communication hub to drive regional growth focusing on high growth career pathways within the region's targeted industries. This initiative will operate in partnership with the region's workforce boards, utilizing components of their existing service delivery systems.

This work is funded by the Lumina Community Partnership for Attainment



Degree attainment in the 25 most populous metropolitan regions in the continental U.S.

Rank by population

1	New York, N.Y./Newark-Jersey City, N.J.	20.1 million
2	Los Angeles-Long Beach-Anaheim, Calif.	13.3 million
3	Chicago-Naperville-Elgin, Ill.	9.6 million
4	Dallas-Fort Worth-Arlington, Texas	7.0 million
5	Houston-The Woodlands-Sugar Land, Texas	6.5 million
6	Philadelphia, Pa./Camden, N.J./Wilmington, Del.	6.1 million
7	Washington, D.C./Arlington-Alexandria, Va.	6.0 million
8	Miami-Fort Lauderdale-West Palm Beach, Fla.	5.9 million
9	Atlanta-Sandy Springs-Roswell, Ga.	5.6 million
10	Boston-Cambridge-Newton, Mass.	4.7 million
11	San Francisco-Oakland-Hayward, Calif.	4.6 million
12	Phoenix-Mesa-Scottsdale, Ariz.	4.5 million
13	Riverside-San Bernardino-Ontario, Calif.	4.4 million
14	Detroit-Warren-Dearborn, Mich.	4.3 million
15	Seattle-Tacoma-Bellevue, Wash.	3.7 million
16	Minneapolis-St. Paul-Bloomington, Minn.	3.5 million
17	San Diego-Carlsbad, Calif.	3.3 million
18	Tampa-St. Petersburg-Clearwater, Fla.	2.9 million
19	St. Louis, Mo.	2.8 million
20	Baltimore-Columbia-Towson, Md.	2.8 million
21	Denver-Aurora-Lakewood, Colo.	2.8 million
22	Charlotte-Concord-Gastonia, N.C.	2.4 million
23	Pittsburgh, Pa.	2.4 million
24	Portland-Hillsboro, Ore./Vancouver, Wash.	2.3 million
25	San Antonio-New Braunfels, Texas	2.3 million

Rank by degree attainment

1	Washington, D.C./Arlington-Alexandria, Va.	55.71%
2	Boston-Cambridge-Newton, Mass.	55.14%
3	San Francisco-Oakland-Hayward, Calif.	54.04%
4	Minneapolis-St. Paul-Bloomington, Minn.	51.96%
5	Seattle-Tacoma-Bellevue, Wash.	49.48%
6	Denver-Aurora-Lakewood, Colo.	49.01%
7	New York, N.Y./Newark-Jersey City, N.J.	46.98%
8	Pittsburgh, Pa.	46.06%
9	Baltimore-Columbia-Towson, Md.	46.01%
10	San Diego-Carlsbad, Calif.	45.25%
11	Portland-Hillsboro, Ore./Vancouver, Wash.	45.10%
12	Chicago-Naperville-Elgin, Ill.	44.92%
13	Atlanta-Sandy Springs-Roswell, Ga.	44.50%
14	Philadelphia, Pa./Camden, N.J./Wilmington, Del.	44.05%
15	St. Louis, Mo.	43.37%
16	Charlotte-Concord-Gastonia, N.C.	42.63%
17	Miami-Fort Lauderdale-West Palm Beach, Fla.	40.43%
18	Dallas-Fort Worth-Arlington, Texas	39.83%
19	Detroit-Warren-Dearborn, Mich.	39.75%
20	Los Angeles-Long Beach-Anaheim, Calif.	39.72%
21	Tampa-St. Petersburg-Clearwater, Fla.	39.51%
22	Phoenix-Mesa-Scottsdale, Ariz.	38.34%
23	Houston-The Woodlands-Sugar Land, Texas	37.18%
24	San Antonio-New Braunfels, Texas	35.27%
25	Riverside-San Bernardino-Ontario, Calif.	27.63%



Note: This map denotes Metropolitan Statistical Areas (MSAs). The term MSA refers to a large population nucleus, together with adjacent communities having a high degree of social and economic integration with that core. MSAs comprise one or more entire counties, except in New England, where cities and towns are the basic geographic units. The federal Office of Management and Budget defines MSAs for purposes of collecting, tabulating and publishing federal data. These definitions result from applying published standards to Census Bureau data.