



The Executive Board Agenda

*Wednesday, September 11, 2019
9815 David Taylor Drive, Suite 100
Charlotte, NC 28262*

Chairman Bobby Compton will convene a meeting of the Centralina COG Executive Board at 6:30 p.m. on Wednesday, September 11, 2019. A light dinner will be served at 6:00 p.m. The meeting will be held in the Catawba Room of the Centralina COG Office on the 1st floor of the Broadcom building.

Time	Item	Presenter
6:00 p.m.	Dinner Please RSVP to Kelly Weston at kweston@centralina.org or (704) 348-2728 by 12:00 p.m. on Monday, September 9th so that catering can be arranged.	Kelly Weston
6:30 p.m.	Call to Order	Bobby Compton
	Invocation	Bobby Compton
	Amendments to the Agenda (if any)	Bobby Compton
Consent Items: <i>Consent agenda items may be considered in one motion and without discussion except for those items removed by a Board member.</i>		
6:35 p.m. Item 1 Pages 5 - 7	Amendment to the Operating Budget for Fiscal Year Ended June 30, 2019 At its June 12, 2019 meeting, the Executive Board authorized the Finance Committee to approve an amended budget on their behalf on or before June 30, 2019 and then provide the Executive Board with a copy of the approved budget at its next meeting. Action/Recommendation: <i>Receive as information.</i>	Denise Strosser
Item 2 Pages 9 - 48	Approval of Contract for CommunityViz Model Maintenance Services The Executive Board is asked to approve a contract with the City of Charlotte to develop the regional Metrolina CommunityViz Model V2.0 for the Charlotte Regional Transportation Planning Organization and their member jurisdictions for the purpose of linking land use policy to future transportation needs. Action/Recommendation: <i>Motion accepting the contract and granting approval to enter into agreement with the City of Charlotte to develop the Metrolina CommunityViz Model.</i>	Geraldine Gardner
Item 3 Page 50	Approval of Grant from Centers for Medicare & Medicaid Services The Executive Board is asked to approve a grant from the Centers for Medicare & Medicaid Services (CMS) Civil Money Penalty Reinvestment Program (CMRP) to support NC Pride in Care, a new program of the Centralina Area Agency on Aging. The grant amount is \$509,800.24 over three years. Action/Recommendation: <i>Motion to approve the Centers for Medicare & Medicaid Services Civil Money Penalty Reinvestment Program grant in the amount of \$509,800.24 over three years for the NC Pride in Care program.</i>	Geraldine Gardner
Item 4 Page 52	Approval of CCOG Strategic Review Deliverables The Executive Board is asked to approve the revised CCOG mission statement, core values, regional priorities and FY20 Workplan so that CCOG can begin immediate implementation. Action/Recommendation: <i>Motion to approve the final deliverables of the CCOG strategic review: an updated mission statement, core values, regional priorities, and FY20 Workplan.</i>	Geraldine Gardner

<p>Item 5 Pages 54 - 57</p>	<p>Approval of the June 12, 2019 Executive Board Meeting Minutes The minutes of the June 12, 2019 meeting have been distributed to all members of the Executive Board and should be approved if correct.</p> <p>Action/Recommendation: <i>Motion to approve the June 12, 2019 Executive Board Meeting Minutes.</i></p>	<p>Bobby Compton</p>
<p>Regular Business Items:</p>		
<p>6:40 p.m. Item 6 10 minutes Pages 59 - 60</p>	<p>Federal Relations Update CCOG’s federal relations consultant, Leslie Mazingo, will present an update on the organization’s federal relations efforts, including a performance report on activities from July through August 2019. She will also provide an update on recent federal advocacy meetings and events and forecast of activities coming this fall.</p> <p>Action/Recommendation: <i>Motion to accept the Strategics Consulting performance report for July – August 2019.</i></p>	<p>Leslie Mazingo</p>
<p>6:50 p.m. Item 7 15 minutes Page 62</p>	<p>Discussion on Priorities for State Level Engagement CCOG staff is developing a strategy to expand the organization’s engagement with state agencies and officials. Staff will lead a discussion on priorities to include in this strategy.</p> <p>Action/Recommendation: <i>Provide feedback on priorities for CCOG’s state level engagement efforts.</i></p>	<p>Kelly Weston</p>
<p>7:05 p.m. Item 8 10 minutes Page 64</p>	<p>Regional Transit Consultant Contract Approval Authorization The Executive Board is asked to authorize the CCOG Officers to approve a Regional Transit Plan consultant contract provided price negotiations are completed and funding availability is confirmed before November 6, 2019. If these provisions are not met by November 6, 2019, then the contract will go on the November 13, 2019 Executive Board Agenda for approval.</p> <p>Action/Recommendation: <i>Motion authorizing the CCOG Officers to approve a Regional Transit Plan consultant contract, pending the completion of contract negotiations by November 6, 2019.</i></p>	<p>Geraldine Gardner</p>
<p>7:15 p.m. Item 9 10 minutes Pages 66 - 67</p>	<p>Regional Transit Ad Hoc Committee Formation CCOG has been working with the Charlotte Area Transit System and various Metropolitan Planning Organizations on regional mobility and transit engagement, which will culminate in the forthcoming Regional Transit Plan. CCOG proposes forming an Ad Hoc Committee of the Board of Delegates to provide input during the upcoming planning process. Ad Hoc Committees can be formed at the discretion of the Chair; however, given the importance of this subcommittee to CCOG’s regional priorities, he is seeking input from the Executive Board on Delegate selection.</p> <p>Action/Recommendation: <i>Discuss and provide the Chair with feedback on the proposed subcommittee selection process and timeline.</i></p>	<p>Geraldine Gardner</p>

The Executive Board Agenda

<p>7:25 p.m. Item 10 10 minutes Pages 69 - 71</p>	<p>Report on Board of Delegate Engagement Survey and Meeting Schedule The Executive Board will receive a summary of the results of the recent Delegate survey on the timing, location, structure, and format of the CCOG Board of Delegates meetings. The Executive Director will present a forecast of the proposed agenda focus for these meetings. The Executive Board will also be asked to consider amending the CCOG bylaws to move the annual report presentation from the February Board of Delegates meeting to the October meeting.</p> <p>Action/Recommendation: <i>Motion recommending that the Board of Delegates approve the proposed amendment to Article VIII Section A of the CCOG bylaws as presented.</i></p>	<p>Bobby Compton and Geraldine Gardner</p>
<p>7:35 p.m. 5 minutes</p>	<p>Comments from the Executive Board and CCOG Staff</p>	<p>Board Members</p>
<p>7:40 p.m. 5 minutes</p>	<p>Comments from the Chair</p>	<p>Bobby Compton</p>
<p>7:45 p.m. 5 minutes</p>	<p>Comments from the Executive Director</p>	<p>Geraldine Gardner</p>
<p>7:50 p.m.</p>	<p>Adjournment</p>	<p>Bobby Compton</p>
<p><i>Centralina Council of Governments complies with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of disability. Centralina Council of Governments will make reasonable accommodations in all programs/services to enable participation by an individual with a disability who meets essential eligibility requirements. Centralina Council of Governments' programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation, please contact the Clerk to the Board, 9815 David Taylor Drive, Charlotte, NC 28262, phone (704) 348-2728. Please allow 72 hours advance notice for preparation. Visit our website: www.centralina.org.</i></p>		



Centralina Council of Governments

Item 1



Board Agenda Item Cover Sheet

Board Meeting Date:	September 11, 2019	Agenda Item Type:	Consent: X Regular:
Submitting Person:	Denise Strosser	Presentation Time:	NA
Presenter at Meeting:	Denise Strosser	Phone Number:	(704) 348-2704
		Email:	dstrosser@centralina.org
Alternate Contact:	Geraldine Gardner	Phone Number:	(704) 372-2416
		Email:	ggardner@centralina.org
Submitting Department:	Finance	Department Head Approval:	Denise Strosser
Description of Agenda Item:			
<p>At its June 12, 2019 meeting, the Executive Board authorized the Finance Committee to approve an amended budget on their behalf on or before June 30, 2019 and then provide the Executive Board a copy of the approved budget at its next meeting.</p>			
Background & Basis of Recommendations:			
<p>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 and during the year end adjusting and accrual process.</p>			
Requested Action / Recommendation:			
<p>There is no required action by the Executive Board. This document is provided for informational purposes only.</p>			
Time Sensitivity: <i>(none or explain)</i>	<p>The final amendment to the current year operating and pass through budgets must occur before June 30, 2019. The attached budget was approved on June 25, 2019 by a unanimous vote.</p>		
Budget Impact: <i>(none or explain)</i>	<p>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 ensuring that all expenditures are budgeted before being appropriated.</p>		
Attachments: <i>(none or list)</i>	<p>Amendments to the Operating Budget and Grant Budget</p>		

Fiscal Year 2018 - 2019 Annual Operating Budget Ordinance

ANTICIPATED REVENUES	FY2018-2019 Adopted Budget	FY2018-2019 Budget As of 12.13.2018	FY2018-2019 Budget As of 2.25.2019	FY2018-2019 Budget As of 3.21.2019	FY2018-2019 Budget As of 5.24.2019	FY2018-2019 Budget As of 6.26.2019	Net Increase (Decrease)
Program Revenues							
Restricted Intergovernmental Revenue	4,100,000	4,647,703	4,440,437	4,440,437	4,503,342	4,540,665	37,323
Technical Assistance Projects	750,000	511,659	517,192	527,780	655,938	683,844	27,906
Contracts and fees	18,000	18,000	18,000	18,000	18,000	18,000	-
Other Program Revenue	657,000	307,678	459,178	459,178	459,178	465,778	6,600
Transfers In/(Out)	-	61,154	61,154	61,154	61,154	61,154	-
Fund Balance Appropriated	-	47,410	47,410	47,410	47,410	47,410	-
Total Program Revenue	5,525,000	5,593,604	5,543,371	5,553,959	5,745,022	5,816,851	71,829
Other Revenues							
Member Dues Support	830,000	835,000	835,000	835,000	835,000	835,000	-
Interest and Other Revenue	240,000	166,639	172,589	203,089	191,248	196,998	5,750
Total Other Revenues	1,070,000	1,001,639	1,007,589	1,038,089	1,026,248	1,031,998	5,750
TOTAL ANTICIPATED REVENUES	6,595,000	6,595,243	6,550,960	6,592,048	6,771,270	6,848,849	77,579
EXPENSE APPROPRIATIONS							
Board and Executive Committee	150,000	104,700	104,700	104,700	101,200	101,200	-
Management and Business Operations	1,875,000	1,691,988	1,702,988	1,702,988	1,703,897	1,725,647	21,750
Information Technology Division	130,000	110,000	110,000	110,000	97,250	97,250	-
Community and Economic Development	840,000	1,014,364	995,249	1,002,837	1,016,338	1,016,338	-
Planning Department	1,800,000	1,142,689	1,204,625	1,238,125	1,419,187	1,463,655	44,468
Area Agency on Aging	2,700,000	2,986,413	2,992,363	2,992,363	2,992,363	2,992,363	-
Workforce Development	1,000,000	1,295,089	1,191,035	1,191,035	1,191,035	1,202,396	11,361
Indirect Costs Representation	(1,900,000)	(1,750,000)	(1,750,000)	(1,750,000)	(1,750,000)	(1,750,000)	-
TOTAL EXPENSE APPROPRIATIONS	6,595,000	6,595,243	6,550,960	6,592,048	6,771,270	6,848,849	77,579
	-	-	-	-	-	-	-
		Restricted Intergovernmental				Management & Business Operations	
		Workforce development	11,361			Mooresville Class & Pay Study	13,500
		CFAT	21,000			Gastonia Dir of Comm & Mrkting	4,000
		NREL	4,962			Kingston Police Department	4,250
			37,323				21,750
		Technical Assistance Projects				Planning Department	
		Mooresville Class & Pay Study	13,500			CFAT	21,000
		Gastonia Dir of Comm & Mrkting	4,000			NREL	4,962
		Res Survey	1,500				

Fiscal Year 2018-2019 Grant Project Budgets Amendment

<u>Program</u>	FY2018-2019 One Year Adopted Budget	1.9.2019 FY2018-2019 One Year Budget dated 12.13.2018	3.20.2019 FY2018-2019 One Year Budget dated 2.25.2019	4.10.2019 FY2018-2019 One Year Budget dated 3.21.2019	6.12.2019 FY2018-2019 One Year Budget dated 5.24.2019	6.27.2019 FY2018-2019 One Year Budget dated 6.25.2019	Net Increase (Decrease)
Workforce Development							
WIOA ACP 18-4010 UpSkill Contract	-	-	104,345	104,345	104,345	104,345	-
WIOA 18-4020 Adult Services-2018	1,800,000	1,295,866	1,963,789	1,963,789	1,980,789	2,001,939	(1) 21,150
WIOA 18-4030 Dislocated Workers-2018	950,000	1,210,303	437,493	437,493	420,493	399,343	(1) (21,150)
WIOA 18-4040 Youth Services-2018	1,350,000	1,284,833	1,284,833	1,284,833	1,284,833	1,284,833	-
WIOA Infrastructure Cost	-	-	107,511	107,511	107,511	107,511	-
WIOA Finish Line Grant	-	-	84,500	84,500	84,500	84,500	-
	<u>4,100,000</u>	<u>3,791,002</u>	<u>3,982,471</u>	<u>3,982,471</u>	<u>3,982,471</u>	<u>3,982,471</u>	<u>-</u>
Area Agency on Aging							
HCC Block Grant	9,920,000	9,734,677	9,734,677	9,734,677	9,734,677	9,784,677	(3) 50,000
USDA Supplement	650,000	650,000	650,000	650,000	650,000	650,000	(2) -
Title III-B Legal	87,000	150,000	150,000	150,000	150,000	190,000	(3) 40,000
Family Caregiver	431,000	517,966	517,966	517,966	517,966	537,966	(3) 20,000
Disease Prevention/Health Promotion	36,500	34,450	34,450	34,450	34,450	44,450	(3) 10,000
State Senior Center General Purpose	160,000	120,333	120,333	120,333	120,333	120,333	-
Heat Fan Relief	20,000	14,750	14,750	14,750	14,380	14,380	-
	<u>11,304,500</u>	<u>11,222,176</u>	<u>11,222,176</u>	<u>11,222,176</u>	<u>11,221,806</u>	<u>11,341,806</u>	<u>120,000</u>
Total Grant Projects Budgets	<u>15,404,500</u>	<u>15,013,178</u>	<u>15,204,647</u>	<u>15,204,647</u>	<u>15,204,277</u>	<u>15,324,277</u>	<u>120,000</u>

(1) Reallocate from one project to another

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

(3) Increase for potential year end pass through.



Centralina Council of Governments

Item 2



Board Agenda Item Cover Sheet

Board Meeting Date:	September 11, 2019	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Jessica Hill	Presentation Time:	N/A			
Presenter at Meeting:	N/A	Phone Number:				
		Email:				
Alternate Contact:		Phone Number:				
		Email:				
Submitting Department:	Planning	Department Head Approval:				
Description of Agenda Item:						
Contract with the City of Charlotte to develop the regional Metrolina CommunityViz Model V2.0 for the CRTPO and their member jurisdictions for the purpose of linking land use policy to future transportation needs.						
Background & Basis of Recommendations:						
<p>Centralina Council of Governments (CCOG) will update parcel-based mapping, regional map layers, and the 2015 Metrolina Region CommunityViz Model (MCM V.1) for the Charlotte Regional Transportation Planning Organization (CRTPO). In May 2019, CRTPO released a Request for Proposals to develop data by utilizing CommunityViz, GIS, and local stakeholders to evaluate the implications of land use plans and development choices on the transportation system. CCOG is currently under contract with the Gaston Cleveland Lincoln Metropolitan Planning Organization (GCLMPO) for this regional project and the South Carolina work is being completed by Catawba Regional COG. The regional mapping updates provide growth forecasts to inform future transportation needs, which will be addressed in the 2050 Metropolitan Transportation Plans.</p> <p>Per CCOG Bylaws, all contracts, agreements or other instruments which relate to the use of federal, state, and/or local funds in an amount or value of more than \$200,000, shall first be submitted to and approved by the Executive Board.</p>						
Requested Action / Recommendation:						
Motion accepting the contract and granting approval to enter into agreement with the City of Charlotte to develop the Metrolina CommunityViz Model.						
Time Sensitivity: <i>(none or explain)</i>	Project must be completed by May 2020.					
Budget Impact: <i>(none or explain)</i>	CCOG is selling its services to CRTPO and will subcontract for a portion of the work. The contracted budget with 10% contingency is \$205,920.					
Attachments: <i>(none or list)</i>	Agreement to Provide CommunityViz Model Maintenance Services					

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**AGREEMENT TO PROVIDE
COMMUNITYVIZ MODEL MAINTENANCE SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into as of this 1st day of October 2019 (the "Effective Date"), by and between Centralina Council of Governments (CCOG), a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # CDOT-FY19-RFP01) for CommunityViz Model Maintenance Services dated May 24, 2019. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the City desires that the Company provide certain CommunityViz Model Maintenance Services ("Services"), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

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

CONTRACT

1. EXHIBITS. The Exhibits below are hereby incorporated into and made a part of this Contract. With the exception of Exhibit C (Federal Contract Terms and Conditions), any conflict between language in an Exhibit or Appendix to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Notwithstanding anything contained in this Contract or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit C and the main body of this Contract or any other Exhibit to this Contract, the language of Exhibit C shall prevail. Each reference to Centralina Council of Governments in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: PRICE SCHEDULE

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: FEDERAL CONTRACT TERMS AND CONDITIONS

EXHIBIT D: REQUIRED FORMS

EXHIBIT E: MILESTONE PAYMENT PLAN

2. DEFINITIONS. This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. DESCRIPTION OF SERVICES.

3.1. The Company shall be responsible for providing the Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.

4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES.

The City agrees to pay the Company on a time and materials basis. The City agrees to pay the Company for the Services at the rates set forth in Exhibit A, which shall remain firm for the duration of the Contract, and shall not exceed a pre-determined amount of \$ 205,920.

The Payment Cap constitutes the maximum total fees and charges payable to the Company under this Contract plus expenses and will not be increased except by a written instrument duly executed by both parties.

- 4.2. MILESTONE PAYMENT PLAN. The Company shall invoice the City for the Purchase Price in accordance with the Milestone Plan, which shall be attached as EXHIBIT E to the Statement of Work. The Company shall not invoice the City for any Services or Deliverables within a particular Milestone until all Services and Deliverables required in connection with that Milestone have been fully delivered, completed and Accepted by the City.
- 4.3. EXPENSES CHARGEABLE. The Company shall not be entitled to charge the City for any travel or meals associated with this Contract. Parking fees, local mileage for travel within the CRTPO jurisdiction and project related materials may be charge to the City up to a maximum of \$1,500 over the project durations.
- 4.4. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS. The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.
- 4.5. INVOICES. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov.

- 4.6. DUE DATE OF INVOICES. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.
 - 4.7. PRE-CONTRACT COSTS. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.
 - 4.8. AUDIT. During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
5. **TIME IS OF THE ESSENCE.** Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

- 6. NON-APPROPRIATION OF FUNDS.** If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 7. COMPANY PROJECT MANAGER.** The duties of the Company Project Manager include, but are not limited to:
- 7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
 - 7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
 - 7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
 - 7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
 - 7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
 - 7.6. Communication among and between the City and the Company's staff;
 - 7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
 - 7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
 - 7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
 - 7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.
- 8. CITY PROJECT MANAGER.** The duties of the City Project Manager are to (i) ensure that the Company delivers all requirements and specifications in the Contract; (ii) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (iii) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (iv) act as the City's point of contact for all aspects of the Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.
- 9. PROGRESS REPORTS.** The Company shall prepare and submit to the City periodic basis based on request (or at such other times as may be agreed in Exhibit B) written progress reports, which accomplish each of the following:
- 9.1. Update the project schedule set forth in Exhibit B, indicating progress for each task and Deliverable.
 - 9.2. Identify all information, personnel, equipment, facilities and resources of the City that will be required for the Company to perform the Services for the subsequent month.

- 9.3. Identify and report the status of all tasks and Deliverables that have fallen behind schedule.
- 9.4. Identify and summarize all risks and problems identified by the Company, which may affect the performance of the Services.
- 9.5. For each risk and problem, identify the action and person(s) responsible for mitigating the risk and resolving the problem.
- 9.6. For each risk and problem identified, state the impact on the project schedule.

10. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES. The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

11. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.

- 11.1. The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, including but not limited to Key Personnel, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors, including but not limited to Key Personnel.

12. BACKGROUND CHECKS. The Company is required to conduct a criminal background check on each Company employee assigned to work under this Contract as a condition of initial employment.

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

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

13. ACCEPTANCE OF TASKS AND DELIVERABLES AND MILESTONES. Within a reasonable time after a particular Milestone has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Milestone that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Milestone.

If the City Project Manager is not satisfied that the Milestone has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (i) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (ii) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Milestone, or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Milestone (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

14. NON-EXCLUSIVITY. The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

15. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS. Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

16. REPRESENTATIONS AND WARRANTIES OF COMPANY.

16.1. GENERAL WARRANTIES.

16.1.1. The Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;

16.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;

16.1.3. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

16.1.4. Neither the Services nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;

16.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;

16.1.6. All information provided by the Company about each Company employee is accurate; and

16.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.

16.2. ADDITIONAL WARRANTIES. The Company further represents and warrants that:

16.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;

- 16.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 16.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
- 16.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 16.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 16.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

17. OTHER OBLIGATIONS OF THE COMPANY.

- 17.1. WORK ON CITY'S PREMISES. The Company and all its employees will, whenever on the City's premises, obey all instructions and City policies that are provided with respect to performing Services on the City's premises.
- 17.2. RESPECTFUL AND COURTEOUS BEHAVIOR. The Company shall assure that its employees interact with City employees and the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.
- 17.3. REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES. In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.
- 17.4. REGENERATION OF LOST OR DAMAGED DATA. With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
- 17.5. NC E-VERIFY REQUIREMENT. The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 17.6. NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

18. REMEDIES.

- 18.1. **RIGHT TO COVER.** If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
 - b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.
- 18.2. **RIGHT TO WITHHOLD PAYMENT.** If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.
- 18.3. **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.** The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.
- 18.4. **SETOFF.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.
- 18.5. **OTHER REMEDIES.** Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

19. TERM AND TERMINATION OF CONTRACT.

- 19.1. **TERM.** This Contract shall commence on the Effective Date and shall continue in effect for Two (2) years with the City having the unilateral right to renew for one (1) consecutive one (1) year term.
- 19.2. **TERMINATION FOR CONVENIENCE.** The City may terminate this Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, the Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The foregoing payment obligation is contingent upon: (i) the Company having fully complied with Section 20.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered through the termination date and the percentage of completion of each task.
- 19.3. **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other

party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

- b. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

- 19.4. **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- a. Failure of the Company to complete a particular milestone set forth in this Contract;
 - b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 19.5. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 19.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.** In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.
- 19.7. **AUTHORITY TO TERMINATE.** The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.
- 19.8. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination

- of this Contract, the Company shall (i) return to the City all computer programs, files, documentation, media, related material and any other material and equipment that the City provided to the Company and is owned by the City; (ii) provide to the City all Deliverables that have been completed or that are in process as of the date of termination; and (iii) provide to the City a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding “Confidential Information,” as defined in this Contract.
- 19.9. **NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.** Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 19.10. **OTHER REMEDIES.** The remedies set forth in this Section and Section 18 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.
- 20. TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Services of the Company to another provider or to the City itself as described below (the “Transition Services”). Transition Services may include but shall not be limited to the following:
- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
 - Notifying all affected service providers and subcontractors of the Company;
 - Performing the Transition Services;
 - Answering questions regarding the Services on an as-needed basis; and
 - Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.
- 21. CHANGES.** In the event changes to the Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.
- In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.
- Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

22. CITY OWNERSHIP OF WORK PRODUCT.

- 22.1. CCOG is a public entity governed by the public records law therefor the parties agree that the City shall have shared ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”).
- 22.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract.

23. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

24. INDEMNIFICATION. To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (i) the term “Indemnitees” means the City, any federal agency that funds all or part of this Contract, and each of the City’s and such federal agency’s officers, officials, employees, agents and independent contractors (excluding the Company); and (ii) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

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

This Section 24 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

25. SUBCONTRACTING. Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. The Company shall cooperate in ensuring that the City has access to the information and data it needs for utilizing the Company’s services even if that information and data is held by one of the Company’s subcontractors.

26. CONFIDENTIAL INFORMATION.

26.1. CONFIDENTIAL INFORMATION. Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

- 26.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 26.1.2. *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*
- 26.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
- 26.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 26.1.5. *Citizen or employee social security numbers collected by the City.*
- 26.1.6. *Computer security information of the City,* including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 26.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 26.1.8. *Any attorney / City privileged information disclosed by either party.*
- 26.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 26.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 26.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 26.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 26.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 26.1.3 through 26.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (i) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (ii) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one (1) year prior to the date of this Contract.

- 26.2. RESTRICTIONS. The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 26.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
 - 26.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.
 - 26.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 26.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
 - 26.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
 - 26.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 26.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 26.3. EXCEPTIONS. The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:
- 26.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
 - 26.3.2. Was or becomes publicly known through no wrongful act of the Company;
 - 26.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
 - 26.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
 - 26.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
 - 26.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.
- 26.4. UNINTENTIONAL DISCLOSURE. Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential

Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

- 26.5. REMEDIES. The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

27. INSURANCE.

- 27.1. TYPES OF INSURANCE. The Company shall obtain and maintain during the life of this Contract, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

27.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage. For subcontractors bodily injury and property damage liability covering all hired automobiles for not less than \$1,000,000.

27.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage each occurrence/aggregate each occurrence \$2,000,000.. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.

27.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all insurance required of the subcontractor has been obtained and approved.

- 27.2. OTHER INSURANCE REQUIREMENTS.

27.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

27.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.

27.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.

- 27.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.
- 27.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

28. COMMERCIAL NON-DISCRIMINATION. As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (i) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (ii) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

23. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For the Company:	For the City:
-------------------------	----------------------

Geraldine Gardner	Monica Henson
Executive Director	City of Charlotte
Centrolina Council of Governments	City Procurement
9815 David Taylor Dr. Suite 100	600 East Fourth Street, 6 th Floor
Charlotte, NC 28262	Charlotte, NC 28202
Phone: 704-351-7130	Phone: 704-336-3940
Fax:	
E-mail: ggardner@cenralina.org	E-mail: mahenson@charlottenc.gov

With Copy To:	With Copy To:
	Lisa Flowers
	City of Charlotte
	City Attorney's Office
	600 East Fourth Street, 15 th Floor
	Charlotte, NC 28202
Phone:	Phone: 704-432-2568
E-mail:	E-mail: lflowers@charlottenc.gov

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

30. MISCELLANEOUS.

- 30.1. ENTIRE AGREEMENT. This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 30.2. AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.
- 30.3. GOVERNING LAW AND JURISDICTION. The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 30.4. BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 30.5. CITY NOT LIABLE FOR DELAYS. It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

- 30.6. FORCE MAJEURE.
- 30.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.
- 30.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues; and (ii) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 30.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.
- 30.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.
- 30.7. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 30.8. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City. This section shall not be deemed to prohibit communication about the working relationship of the City of Charlotte and CCOD or products and materials created as part of the contract.
- 30.9. APPROVALS. All approvals or consents required under this Contract must be in writing.
- 30.10. WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 30.11. SURVIVAL OF PROVISIONS. The following sections of this Contract shall survive the termination hereof:
- Section Titled: "Employment Taxes and Employee Benefits"
 - Section Titled: "Representations and Warranties of Company"
 - Section Titled: "Term and Termination of Contract"
 - Section Titled: "City Ownership of Work Product"
 - Section Titled: "Indemnification"

Section Titled: "Confidential Information"
Section Titled: "Insurance"
Section Titled: "Notices and Principal Contacts"
Section Titled: "Miscellaneous"

- 30.12. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 30.13. DRAFTER'S PROTECTION. Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 30.14. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.
- 30.15. CONFLICT OF INTEREST. The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 30.16. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 30.17. HARASSMENT. The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 30.18. TRAVEL UPGRADES. The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract.
- 30.19. TAXES. Except as specifically stated elsewhere in this Contract, the Company shall collect all applicable federal, state and local taxes which may be chargeable against the performance of the Services, and remit such taxes to the relevant taxing authority. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

30.20. COUNTERPARTS. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

Centralina Council of Governments

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

BY: _____
(signature)

DATE: _____

EXHIBIT A – PRICING SHEET

**REQUIRED FORM 4 – PRICING
WORKSHEET RFP # CDOT-FY19-RFP01
CommunityViz Model Development and Training Services**

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the City will be responsible.**

For purposes of this RFP, assume an initial term of two (2) years, with the City having an option to renew for one (1) additional consecutive one (1) year terms thereafter.

Pay Items: Consultants must provide a unit of measure, a unit price, estimated number of unit o measure for each of the services in the proposed scope. Please specify unit prices for any specific (sub)services anticipated by consultant, which may not be reflected in the more general scope provided in Section 3.				
Project Management				
	Unit of Measure (UOM):	Price per UOM:	Estimated UOM:	TOTAL:
	Hours	\$85	226	\$19,240
Stakeholder Communications				
	Unit of Measure (UOM):	Price per UOM:	Estimated UOM:	TOTAL:
	Hours	\$85	655	\$55,705
Model Data Collection & Forecasts				
	Unit of Measure (UOM):	Price per UOM:	Estimated UOM:	TOTAL:
	Hours	\$85	1,185	\$100,750
Socio-Economic Data Process Development				
	Unit of Measure (UOM):	Price per UOM:	Estimated UOM:	TOTAL:
	Hours	\$85	50	\$4,290
Technical Documentation				
	Unit of Measure (UOM):	Price per UOM:	Estimated UOM:	TOTAL:
	Hours	\$150	22	\$3,315
Software Training				
	Unit of Measure (UOM):	Price per UOM:	Estimated UOM:	TOTAL:
	Hours	\$150	26	\$3,900
Contingency				
	Unit of Measure (UOM):	Price per UOM:	Estimated UOM:	TOTAL:
	Hours	\$85	220	\$18,720

EXHIBIT B – SCOPE OF SERVICES

PROPOSED SOLUTION - SCOPE OF SERVICES

3.1 General Scope.

Centralina Council of Governments (CCOG) proposes to adapt and update the 2015 Metrolina Region CommunityViz Model (MCM V.1) and use it immediately for the Charlotte Regional Transportation Planning Organization's (CRTPO) planning area represented in the Metrolina Regional Travel Demand Model (MRM). Specifically, CCOG's work will focus on updating the MCM V.1 created for the 2045 Metropolitan Transportation Plan (MTP) to include an updated model architecture, maintenance plan, and data protocol that allocates future year socioeconomic data at the traffic analysis zone (TAZ) level.

Scenario planning provides a forum, process, set of tools, and measurable outcomes for communities to contemplate future possibilities. It allows communities and organizations to explore the 'what if's', consider trade-offs between growth options and policy decisions, and helps to answer what, where, when and how growth should occur to meet a shared vision. CommunityViz is an extension of ESRI's ArcGIS desktop software. It is used for evaluating multiple future-year growth scenarios. CCOG proposes to utilize CommunityViz to model the 'Community Plans' scenario, reflecting locally adopted future growth policies and plans.

The overarching purpose of using CommunityViz is to allocate county population and employment forecasts into TAZs which are then inserted into the MRM. Using CommunityViz for the allocation process creates a more consistent method for creating population and employment data across the Charlotte region which results in increased interagency efficacy and provides more uniform and accurate data for the MRM.

The primary project elements that CCOG proposes are:

1. A GIS based model using CommunityViz software that will consider available land for development, local land development controls, buildout potential, development attractors, etc. in order to allocate future year socioeconomic data in the planning area (households and employment by category for the MRM), and model technical documentation.
2. Updated regional datasets to inform the CommunityViz model to include:
 - a. Community Types
 - b. Development Status
 - c. Carrying Capacity
 - d. Land Suitability (attractiveness for development and types)

CRTPO/City of Charlotte will be responsible for providing base year population and employment estimates and data and future year forecasts for horizon years 2025, 2035, 2045, and 2050.

3. Recommendations for process improvements for annual socioeconomic data updates.
4. Socioeconomic data (population, housing and employment estimates) in TAZ level data for CRTPO to submit to the MRM Coordinator for horizon years of the Metropolitan Transportation Plan (MTP) which include 2025, 2035, 2045, and 2050. CommunityViz output data for each horizon year will be provided to CRTPO/City of Charlotte in tabular (*.dbf) and geographic (*.shp) file formats.
5. CommunityViz training for CRTPO staff and designees on using the data and model.

For a detailed proposed scope of work, refer to Form 8: Section- Project Understanding, Methodology and Approach, Question 1 on page 27.

3.2 Reporting Requirements.

Specific Milestones have been established to complete the project.

Milestone
Draft Model Data (Coding, Suitability, etc.)
CommunityViz Beta Model ("Community Plans" Scenario)
Base Year Model & Final Data Documentation
Annual Socioeconomic Data Process Recommendations
CommunityViz Software Training

3.3 Training Plan.

The Consultant will lead a three-day CommunityViz training session with up to ten individuals selected by the CRTPO. The purpose of the training event will be to demonstrate basic commands and functions in the software using tutorials provided by the software developer. The Consultant will also use the Metrolina Community Model (one of the project deliverables) as a case study for exploring the issues and opportunities associated with using the software for a large-scale, transportation-led scenario planning project. The training event will be scheduled in the last month of the project. Participants will explore an existing scenario, set up an analysis, set up and run a build-out analysis, learn about integrated analysis decision tools, use the allocator decision tool, learn about scenario 360, and run a case study CommunityViz model.

The format for the training event will favor hands-on training, whereby the training facilitator will use slide presentations and tutorials to convey basic and advanced capabilities of the software. A training binder focused on building a large-scale CommunityViz model will be provided to each student, which can be taken home for their reference following the event. CRTPO or their designee will be responsible for securing a training location, lunch or snacks if desired, and computers loaded with ArcGIS v. 10.5 or higher for each student in the class. The Consultant will provide a student copy of CommunityViz for each computer in the training facility. Each day of the event will last up to eight hours in length, with a one-hour break for lunch and one twenty-minute break in both the morning and afternoon sessions.

The summary document created for the project will also include a technical chapter that describes the data needs, protocols, model architecture, and dynamic attribute/indicator dictionaries needed to run the Metrolina CommunityViz Model independent of the consultant. The summary document will be completed in the last month of the project. CRTPO staff, or their designee, will also learn about project needs through participation in meetings/presentations scheduled throughout the project.

3.4 Environmental Purchasing Requirements.

See completed Form 11 from Section 6.

Supplemental Information.

There are four MPOs and two RPOs in the region responsible for developing a safe, convenient, and effective multimodal transportation system. One of the tools available for studying long-term impacts to the transportation system is the Metrolina Regional Travel Demand Model (MRM), which is a computer program that forecasts future year demand on existing and planned transportation facilities using anticipated land use, demographic information, and travel patterns unique to the region. The planning horizon years for the regional travel demand model usually are 5, 10, 20, and 30 years beyond base year conditions. Approximating future year conditions on the transportation system enables officials to assess the implications of growth, to compare alternative transportation solutions, and to provide a framework for measuring the impact of policy decisions.

The foundation for the MRM includes socioeconomic data — including population, housing, and employment estimates — organized into traffic analysis zones (TAZs). Demand on the transportation system (i.e., trip generation) is calculated directly from the model's socioeconomic data. Updating socioeconomic data in the current MRM is time intensive, and the different processes used by member jurisdictions create significant challenges for normalizing methods to best forecast and allocate future year growth patterns within the planning area. The current process to develop socioeconomic data also severely limits the potential to evaluate the effects of alternative development patterns on the efficiency of the transportation system.

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

EXHIBIT C – FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the CommunityViz Model Developments and Training Services (the “Contract”) between the City of Charlotte and Centralina Council of Governments (the “Company”). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, the Company shall notify the City immediately. The Company’s completed Required Form 9– Vendor Debarment Certification is incorporated within Exhibit D.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
 - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Company's completed Required Form 10 –Byrd Anti-Lobbying Certification is incorporated within EXHIBIT D.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.

EXHIBIT D- REQUIRED FORMS

**REQUIRED FORM 2 – ADDENDA RECEIPT
CONFIRMATION RFP # CDOT-FY19-RFP01
CommunityViz Model Development and Training Services**

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and the City's Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

DATE ADDENDUM
DOWNLOADED FROM
NC IPS:

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

Geraldine Gardner

June 19, 2019

(Please Print Name)

Date


Authorized Signature

Executive Director

Title

Centralina Council of Governments

Company Name

REQUIRED FORM 3 – PROPOSAL SUBMISSION
FORM RFP # CDOT-FY19-RFP01
CommunityViz Model Development and Training Services

This Proposal is submitted by:

Company Name: Centralina Council of Governments

Representative (printed): Geraldine Gardner

Address: 9815 David Taylor Drive, Suite 100

City/State/Zip: Charlotte, NC 28262

Email address: ggardner@centralina.org

Telephone: (704) 351-7130
(Area Code) Telephone Number

Facsimile: (704) 347-4710
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within

the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or

suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as included herein as Section 7. As such, I have elected to do the following:

- Include exceptions to the Sample Contract in the following section of my Proposal:

Form 12 Exceptions

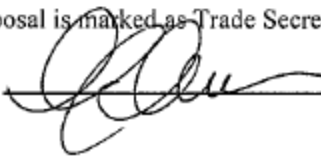
Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.X. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the of the Proposal are marked as Trade Secret or PII: ___

- No portion of the Proposal is marked as Trade Secret or PII.

Representative (signed):





REQUIRED FORM 5 – M/W/SBE UTILIZATION RFP # CDOT-FY19-RFP01

CommunityViz Model Development and Training Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this form with their proposal outlining any supplies and/or services to be provided by each City certified Small Business Enterprise (SBE), and/or City registered Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

GOAL IS TO BE NEGOTIATED: The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Company Name:	City Explained, Inc.
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Please indicate if **your company** is any of the following:

MBE WBE SBE None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: City of Charlotte Effective Date: 12/9/2016 Expiration Date: 12/9/2019

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

SBE Firm – City Explained, Inc., was selected through a formal RFQ process facilitated by the Centralina Council of Governments. One criterion rewarded firm location within 100 miles of the project office, similar to one of the SBE requirements).

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

Our commitment to City Explained, Inc. (as a SBE) is through a formal contract for \$46,390, which equates to 24.85% of the City of Charlotte contract.


[Form continues on next page]

List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor #
City Explained, Inc.	Professional Services	S	302286

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

Representative (signed):



6/19/19
Date

Geraldine Gardner
Representative Name

\$46,390 – City Explained, Inc. - SBE
Estimated Total Contract Value

REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

RFP # CDOT-FY19-RFP01

CommunityViz Model Development and Training Services

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	Centralina Council of Governments
Company Location (indicate corporate headquarters and location that will be providing the Services).	9815 David Taylor Dr, Suite 100, Charlotte, NC 28262
How many years has your company been in business? How long has your company been providing the Services as described in Section 3?	CCOG has been in service since 1969, fifty years. GIS mapping services have been provided since 1995, with scenario planning services being offered since 2012
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	Not Applicable.
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	Not Applicable.
If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member’s role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.	<p>Relationship and Form of Partnership: City Explained, Inc. (CEI) will operate as a subconsultant to the CCOG for this project and will have a separate contract arrangement with CCOG.</p> <p>Role: CEI’s primary responsibilities will be related to scenario planning and CommunityViz software.</p> <p>Team Member/Role: Matt Noonkester, representing CEI, will be responsible for model building, scenario evaluation, performance measures, socio-economic data packages, and issue-specific project team coordination activities. CEI’s flagship software product — CommunityViz — is widely used throughout North America and the world for scenario planning, decision analytics and visualization. Their experience</p>

	<p>covers everything about the software and its applications: sophisticated model building, custom software applications, technical support, and interactive public engagement solutions. Their experience with CommunityViz and its uses for community planning and modeling is literally unmatched.</p> <p>Past Project Collaborations: Matt Noonkester participated in both the CONNECT Our Future Regional Scenario Planning Initiative and the Metrolina CommunityViz Model Program in a similar capacity to his role anticipated for this project. These projects are further described and references are included in Form 8.</p>
<p>Explain how your organization ensures that personnel performing the Services are qualified and proficient.</p>	<p>All subcontractors must go through a formal RFQ process, proposal development, interview, and reference checks before being selected to work on a project. All full-time and part-time CCOG staff that will work on this project must submit an application, resume, and cover letter, and go through an interview process and reference check. Annual performance evaluations are conducted for full time staff to ensure proper training, skill development, and overall performance are consistent with CCOG values and expectations for high performance.</p>
<p>If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.</p>	<p>Not Applicable.</p>
<p>Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.</p>	<p>CCOG offices are secure and only accessible via a magnetic card access system, issued to full time employees. Security lighting is located in the parking areas and cameras are directed to entrances. The Charlotte-Mecklenburg police department conducted a security audit in April 2019 and provided recommendations. CCOG is assessing these recommendations</p>

	<p>for future implementation.</p> <p>Our servers are and have been managed by a third party outside vendor. For the past two years, our current vendor has employed a multi-layered approach, including spam filtering, managed firewall, web protection, antivirus protection and backups to mitigate risk. We also recently began user awareness training and testing related to the protection of personally identifiable information and content on the web to add additional layers of protection to how our employees are using technology at work and away from the office.</p>
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REQUIRED FORM 7 – REFERENCES RFP # CDOT-FY19-RFP01

CommunityViz Model Development and Training Services

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

REFERENCE 1:			
Name of Client:	Gaston-Cleveland-Lincoln MPO (GCLMPO)	Main Phone:	(704) 854-6663
Address:	150 South York St, PO Box 1748, Gastonia, NC 28052		
Primary Contact:	Randi Gates	Title:	Principal Transportation Planner – MPO Administrator
Contact Phone:	(704) 854-6604	Contact E-mail:	randig@cityofgastonia.com
Service Dates:	March 2015 – August 2016 and June 2019 – September 2020		
Summary & Scope of Project:			
<p>2015 Metrolina CommunityViz Model 1.0 – CCOG worked with the GCLMPO to code tax parcels within the GCLMPO jurisdiction, coordinate with GCLMPO TCC members and other local government staff, lead a project steering committee, and develop the 2015 MCM V.1 to update the MRM.</p> <p>2019 Metrolina CommunityViz Model 2.0 – CCOG is working with the GCLMPO to update mapping done for the 2015 CommunityViz modeling process. Later in the year, CCOG will begin coordination activities with GCLMPO TCC members and other local government staff and update the CommunityViz model for the 2050 Metropolitan Transportation Planning process.</p>			
Contract Value:	\$30,000 and \$63,360	Number of Client Employees:	4

REFERENCE 2:			
Name of Client:	Rock Hill-Fort Mill Area Transportation Study (RFATS)	Main Phone:	(803) 326-3897
Address:	155 Johnston Street, Rock Hill, SC 29731		
Primary Contact:	David Hooper	Title:	RFATS Administrator
Contact Phone:	(803) 326-3897	Contact E-mail:	dhooper@rfatsmpo.org
Service Dates:	March 2015 – August 2016		
Summary & Scope of Project:			
<p>2015 Metrolina CommunityViz Model – CCOG worked with the RFATS to develop the 2015 MCM V.1 to update the MRM through leadership of a region-wide project steering committee.</p>			
Contract Value:	\$22,000	Number of Client Employees:	2

REFERENCE 3:			
Name of Client:	Rocky River RPO (RRRPO)	Main Phone:	(704) 986-3871
Address:	1000 North 1 st Street, Albemarle, NC 28001		
Primary Contact:	Lee Snuggs	Title:	Director
Contact Phone:	(704) 986-3871	Contact E-mail:	lsnuggs@rockyriverrpo.org
Service Dates:	March 2015 – August 2016		
Summary & Scope of Project:			
<p>2018 Intersection of Economic Development, Transportation Planning, and Land Use Planning in the Rocky River Rural Planning Organization (RRRPO) – CCOG developed a plan in conjunction with economic development agencies, planning departments, and the RRRPO to align important studies and provide implementation strategies by agency.</p> <p>2015 Metrolina CommunityViz Model – CCOG worked with the RRRPO to develop the 2015 MCM V.1 to update the MRM.</p>			
Contract Value:	\$3,000 and \$10,000	Number of Client Employees:	1

REFERENCE 4:			
Name of Client:	Charlotte Regional Transportation Planning Organization (CRTPO)	Main Phone:	(704) 336-2205
Address:	600 E. Fourth Street, 8 th Floor, Charlotte, NC 28202		
Primary Contact:	Bob Cook	Title:	Assistant Planning Director
Contact Phone:	704-336-8643	Contact E-mail:	rwcook@charlottenc.gov
Service Dates:	Spring 2018 and Spring 2019		
Summary & Scope of Project:			
<p>2018 and 2019 CRTPO/GCLMPO Joint Meetings – CCOG assisted two MPOs in planning, designing, and implementing joint regional meetings to inform, provide opportunities for interaction, and to build relationships between the two regional transportation agencies.</p>			
Contract Value:	\$4,500 and \$5,000	Number of Client Employees:	7

**REQUIRED FORM 9 – CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

RFP # CDOT-FY19-RFP01

CommunityViz Model Development and Training Services

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

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

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

I hereby certify as stated above:

Geraldine Gardner

(Print Name)

Executive Director

Title


Signature

6/19/2019

Date

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

(Print Name)

Signature

Title

Date

**REQUIRED FORM 10 – BYRD ANTI-LOBBYING CERTIFICATION RFP # CDOT-
FY19-RFP01**

**CommunityViz Model Development and Training Services
FORM NOT REQUIRED PER RFP**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Geraldine Gardner

(Print Name)



Authorized Signature

6/19/2019

Date

Centralina Council of Governments

Company Name

9815 David Taylor Dr, Suite 100

Address

Charlotte, NC 28262

City/State/Zip

**REQUIRED FORM 11 – ENVIRONMENTAL PURCHASING RESPONSES RFP #
CDOT-FY19-RFP01
CommunityViz Model Development and Training Services
FORM NOT REQUIRED PER RFP**

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

Question	Response
<u>Recycled Content.</u> Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.	
<u>Recyclability.</u> Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.	
<u>Biodegradability.</u> Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.	
<u>Compostability.</u> Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable.	
<u>Energy Consumption.</u> Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmental impacts.	
<u>Energy Efficiency.</u> Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.	

EXHIBIT E: MILESTONE PAYMENT PLAN

Metrolina Region CommunityViz Initiative for CRTPO
Project Milestones & Deliverable Schedule

<i>Milestones</i>	<i>Time from Contract Execution</i>
Model Baseline Data Collection	2 Months
Model Draft Datasets	4-7 Months
I. Carrying Capacity Analysis	
II. Development Status	
III. Community Types	
IV. Land Suitability	
Community & Stakeholder Engagement Activities	4-7 Months
I. Local Government Staff Meetings	
II. Focus Group Meetings	
Model Final Datasets	8 Months
I. Carrying Capacity Analysis	
II. Development Status	
III. Community Types	
IV. Land Suitability	
Beta Model – Community Plans Scenario	8 Months
Model Data Delivery to MRM Custodian	9 Months
Technical Model Documentation Report	10 Months
<u>CommunityViz</u> Software Training	11 Months
Recommendations for Annual Socioeconomic Data Process	12 Months
Proposal for maintenance of <u>CommunityViz</u> V.2 Model	12 Months



Centralina Council of Governments

Item 3



Board Agenda Item Cover Sheet

Board Meeting Date:	September 11, 2019	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Linda Miller	Presentation Time (est.):	N/A			
Presenter at meeting:	Geraldine Gardner	Phone Number/Ext:	704-348-2703			
		Email:	ggardner@centralina.org			
Alternate Contact Person:	Linda Miller	Phone Number/Ext:	704-348-2712			
		Email:	lmiller@centralina.org			
Submitting Department:	Centralina Area Agency on Aging	Department Head Approval:	Linda Miller			
Description of Agenda Item:						
<p>The Executive Board is asked to approve a grant from the Centers for Medicare & Medicaid Services (CMS) Civil Money Penalty Reinvestment Program (CMPRP) to support NC Pride in Care, a new program of the Centralina Area Agency on Aging. The grant amount is \$509,800.24 over three years.</p>						
Background & Basis of Recommendations:						
<p>CAAA will develop educational material specifically tailored for skilled nursing facilities in the region and across North Carolina to develop the Pride in Care NC curriculum. CAAA will then provide LGBT cultural competency training for skilled nursing facility staff and skilled nursing facility resident advocates in North Carolina over a three-year performance period. There are an estimated 3 million LGBT people over the age of 65, and that number is expected to double by 2030 (1). Centralina Area Agency on Aging (CAAA) wants to ensure North Carolina continues to meet the needs of a diverse aging population by offering Pride in Care NC: a LGBT Cultural Competency training for Skilled Nursing Facilities (SNF) across the state. Pride in Care NC is designed to enhance the quality of life and quality of care for LGBT individuals residing in Skilled Nursing Facilities.</p> <p>Per CCOG Bylaws, all contracts, agreements or other instruments which relate to the use of federal, state, and/or local funds in an amount or value of more than \$200,000, shall first be submitted to and approved by the Executive Board.</p>						
Action / Recommendation:						
Motion to approve the Centers for Medicare & Medicaid Services Civil Money Penalty Reinvestment Program grant for the NC Pride in Care program.						
Time Sensitivity (none or explain):	None					
Budget Impact (if applicable):	None					
List of Attachments (if any):	None					



Centralina Council of Governments

Item 4



Board Agenda Item Cover Sheet

Board Meeting Date:	September 11, 2019	Agenda Item Type:	Consent:	x	Regular:	
Submitting Person:	Geraldine Gardner	Presentation Time (est.):	N/A			
Presenter at meeting:	Geraldine Gardner	Phone Number/Ext:	704-348-2703			
		Email:	ggardner@centralina.org			
Alternate Contact Person:	Kelly Weston	Phone Number/Ext:	704-348-2728			
		Email:	kweston@centralina.org			
Submitting Department:	Govt. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
The Executive Board is asked to approve the revised CCOG mission statement, core values, regional priorities and FY20 Workplan so that CCOG can begin immediate implementation.						
Background & Basis of Recommendations:						
The strategic review process, approved in March 2019, is now completed after six months of intensive engagement with the Board of Delegates, Regional Managers Group, CCOG staff and other groups from the region. Geraldine Gardner, CCOG Executive Director, presented the deliverables to the Board of Delegates on August 14 th and the Regional Managers group on August 29 th . The comment period for both groups extended to September 4 th . Based on comments received, minor edits and clarifications were made, but there was an overall sense of support for the mission, values, priorities and FY20 workplan.						
Action / Recommendation:						
Motion to approve the final deliverables of the CCOG strategic review: an updated mission statement, core values, regional priorities, and FY20 Workplan.						
Time Sensitivity (none or explain):	Approval of the deliverables, especially the FY20 Workplan, is critical to implementation timelines.					
Budget Impact (if applicable):	None					
List of Attachments (if any):	None – FY20 Workplan to be provided under separate cover at Executive Board meeting.					



Centralina Council of Governments

Item 5



**Executive Board Meeting Minutes
June 12, 2019**

Officers Present	Delegates Present	Delegates Not Present	Centralina Staff
Bobby Compton, Chairman Jarvis Woodburn, Secretary <i>Via Phone</i> William Morgan, Treasurer	Deloris Chambers John Crump Bill Feather Rich Permenter Lynn Shue Nick Walsh Ronnie Worley <i>Via Phone</i> Martha Sue Hall Michael Johnson	Frank Aikmus Zach Almond Larken Egleston Trevor Fuller Gene Houpe Jay McCosh, Vice Chairman Autumn Michael Brent Moser Jim Watson	Geraldine Gardner Emily Hickok Katie Kutcher Debi Lee Mike Manis Linda Miller Michelle Nance Sherika Rich Denise Strosser Natalie Tunney Kelly Weston Bobby Williams <i>Guests</i> Amy Holloway, Avalanche Consulting Leslie Mozingo, Strategics Consulting

Call to Order

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

Amendments to the Agenda

Chairman Compton pulled Item 1 from the Consent Agenda, explaining that the motion for the item needed to be amended.

Consent Agenda

- 2. Title VI Implementation Plan Approval**
- 3. Approval of the April 10, 2019 Executive Board Meeting Minutes**

Mayor Pro Tem Deloris Chambers, Town of Badin, made a motion to approve the remaining items on the consent agenda. Mayor Pro Tem Martha Sue Hall, City of Albemarle, seconded the motion and it carried unanimously.

Chairman Compton confirmed that a quorum was present.

4. Federal Relations Update

Leslie Mazingo, Strategics Consulting, presented the FY18-19 annual report of federal advocacy activities and the performance report for April and May. She noted that she is pleased with the progress CCOG is making with the region's congressional delegation. She explained that the performance metrics in the reports gauge the success of CCOG's federal advocacy program. She also presented the FY2020 federal relations workplan and explained that it includes goals and activities focused on building and maintaining congressional relationships, promoting the federal action plan, providing grant opportunity and support services, and assisting member governments with troubleshooting federal issues. She added that these services are a CCOG membership benefit to communities.

Treasurer William Morgan, City of Statesville, thanked Ms. Mazingo for helping the city secure a \$9.3 million grant for the Statesville Regional Airport. He added that the airport impacts the region, not just Statesville.

Council Member Michael Johnson, City of Statesville, added that the Statesville Regional Airport and Raleigh-Durham International Airport were the only two airports in the state to receive the grant.

Commissioner Lynn Shue, Cabarrus County, made a motion to accept the CCOG 2018-2019 Federal Relations Annual Report, Strategics' April-May 2019 Performance Report, and the FY2020 Federal Relations Workplan. Commissioner Nick Walsh, Town of Huntersville, seconded the motion and it carried unanimously.

5. Strategic Review Update: CCOG Mission & FY20 Priorities

Geraldine Gardner, Executive Director, explained that CCOG is conducting a strategic review process and has made significant progress in a compressed period of time. She noted that at its August meeting, the Board of Delegates will review a refreshed mission statement and CCOG's FY2020 workplan.

Amy Holloway, Avalanche Consulting, explained that her objective is to help CCOG develop a more cohesive message and a refreshed mission statement that will be compelling for the organization's constituents and staff. She presented an assessment of CCOG's mission statement and brand. She noted there is a mix of technical and emotional descriptions of the organization.

Discussion ensued regarding the mission statement and the use of technical and emotional descriptions when explaining CCOG's work.

6. Regional Transit Plan Update

Michelle Nance, Planning Director, presented an overview of the importance of regional transit, CCOG's role, recent activities, and next steps. She explained that a scope of work for a regional transit plan is ready to be issued once funding is lined up. An advisory committee comprised of representatives from several organizations throughout the region has guided the process. She noted that since the last transit presentation to the Board, the Charlotte Area Transit System (CATS) has adopted its 2030 update plan, which will extend the light-rail system into Union and Gaston Counties. The Federal Transit Administration has provided the region with a grant to examine the types of land uses and development needed near the transit stops.

Commissioner Ronnie Worley, Gaston County, noted that the future Belmont route has already spurred new residential development.

Ms. Nance continued the presentation, noting that the regional transit plan will consider better coordination of fares and schedules, autonomous vehicles, and partnerships with ride-sharing services. She added that a funding strategy was created and funding partners include, North Carolina Department of Transportation, CATS, and some of the regional planning organizations. Other potential funders partners include the South

Carolina Department of Transportation, Cabarrus Rowan Metropolitan Planning Organization, the U.S. Economic Development Administration, the private sector, and local governments. She added it is possible that the bidding process for a consultant to work on the plan could occur in late 2019.

Chairman Compton noted that Council Member Johnson serves as Chairman of the Charlotte Regional Transportation Planning Organization. He further noted that transit was a key issue in the CONNECT Our Future project and is already working to bring economic and job growth.

Council Member Johnson noted that Charlotte has broken ground on the Gateway Complex, which will be the regional hub for multimodal transportation. He added that bus rapid transit is a viable modality. He further noted that extending the light rail to Belmont is a tremendous achievement, adding that it is an exciting time for transit in the region.

Chairman Compton added that he hopes the Executive Board will be asked to approve agreements related to the regional transit plan within the next four to five months.

7. Resolution of Support for Medicaid Ombudsman Request for Proposal

Linda Miller, Aging Director, explained that Medicaid is transitioning to managed care in North Carolina and the state will implement a Medicaid Ombudsman program. She added that CCOG and other regional councils throughout the state have a Long-Term Care Ombudsman program that helps residents in long-term care facilities resolve rights violations, grievances, and concerns. Similarly, the Medicaid Ombudsman would help Medicaid recipients make sure their rights are honored and help them navigate issues and concerns. She explained that in response to the state's Request for Proposals (RFP), which is due July 16th, the North Carolina Association of Regional Councils of Government (NCARCOG) is submitting a proposal as a nonprofit entity to provide Medicaid Ombudsman through the Area Agencies on Aging.

Commissioner Worley made a motion to support Centralina COG/Area Agency on Aging as a part of the NCARCOG application (RFP) to serve as the Ombudsman Program for state Medicaid consumers. Secretary Woodburn seconded the motion.

Council Member Johnson congratulated Ms. Miller and Area Agency on Aging staff for their work on the transition to Medicaid managed care.

The motion carried unanimously.

8. Executive Board Outreach to CCOG Delegates

Ms. Gardner requested the Executive Board's assistance with an outreach plan to other CCOG Delegates in an effort to increase attendance at the Board of Delegates meetings. She added that the intent is also to meet the Delegates' needs and expectations for when the meetings occur and how interactive the meetings should be. She noted that there was not a quorum at the May 8th Board of Delegates meeting.

Kelly Weston, Clerk to the Board, presented materials for the Executive Board members to use in their outreach.

Commissioner Walsh made a motion committing the Executive Board members to conduct outreach to CCOG Delegates by July 15, 2019. Mayor Bill Feather, Town of Granite Quarry, seconded the motion and it carried unanimously.

1. FY18-19 Budget Amendment

Chairman Compton explained that the motion for Item 1 must be amended to authorize the Finance Committee to approve the final FY18-19 budget amendments before June 30th.

Mayor Feather made a motion allowing the Finance Committee to approve the final FY18-19 budget amendments for the annual operating and pass-through budgets on behalf of the Executive Board on or prior to June 30, 2019. The final amended budgets as approved by the Finance Committee are to be presented to the Executive Board at the first scheduled Executive Board meeting after June 30, 2019. Commissioner Walsh seconded the motion.

Chairman Compton noted that the Board must also approve the FY18-19 operating and grants budget amendments presented that evening.

Mayor Feather amended his earlier motion to add that the Executive Board approve the FY18-19 operating and grants budget amendments. Commissioner Walsh seconded the motion and it carried unanimously.

Comments from the Executive Board

Commissioner Permenter noted that the Board had a good session, especially the discussion regarding CCOG's mission.

Mayor Feather acknowledged Ms. Nance for her upcoming participation in the Women's Transportation Seminar on June 25th in which she will speak on transit as a women's issue.

Comments from the Chair

Chairman Compton noted that the next Board of Delegates meeting will be held on August 14th at the CCOG office. He asked the Executive Board to encourage other Delegates to attend the meeting. He also noted that the Board may want to form a Membership Committee. He encouraged Board Members to apply for the upcoming Charlotte Aviation Academy, noting that applications are due June 14th.

Comments from the Executive Director

Ms. Gardner noted that the next Regional Managers Group meeting will be held on June 18th. She asked the Board Members to encourage the managers in their community to attend. She forecasted that the FY2020 membership dues letters will be sent out next week, adding that both managers and Delegates will receive copies of the letters.

Ms. Mozingo asked the Board Members to be on the lookout for emails from her asking them to participate in advocacy meetings with members of the region's congressional delegation while they are in their home districts during their August recess.

Adjournment

Chairman Compton adjourned the meeting at 8:12 p.m.



Centralina Council of Governments

Item 6



Board Agenda Item Cover Sheet

Board Meeting Date:	September 11, 2019	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Kelly Weston	Presentation Time:	10 minutes			
Presenter at Meeting:	Leslie Mazingo	Phone Number:	(202) 255-576			
		Email:	leslie@strategics.consulting			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Gov. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>CCOG's federal relations consultant, Leslie Mazingo, will present an update on the organization's federal relations efforts, including a performance report on activities from July through August 2019. She will also provide an update on recent federal advocacy meetings and events and forecast of activities coming this fall.</p>						
Background & Basis of Recommendations:						
<p>Since 2015, the Executive Board has contracted with Strategics Consulting for federal relations consulting services. The Executive Board has requested that Ms. Mazingo present performance metrics reports at each of its meetings.</p>						
Requested Action / Recommendation:						
<i>I move to accept the Strategics Consulting Performance Report for July through August 2019.</i>						
Time Sensitivity: <i>(none or explain)</i>	None.					
Budget Impact: <i>(none or explain)</i>	None.					
Attachments: <i>(none or list)</i>	Strategics Performance Report: July – August 2019					



GOALS AND ACTIVITIES FOR STRATEGICS CONSULTING JULY – AUGUST REPORT

- 1. Build, maintain and enhance relationships with Members of Congress and the federal agencies**
 - Submitted requests to congressional delegation for meeting with Board delegates and CCOG management and followed up on same with phone calls.
 - Coordinated the July 31st in-home district meeting with Congressman Ted Budd for CCOG Delegates and management, participated in pre-meeting conference call, prepared and sent background information prior to meeting to attendees, provided CCOG briefing materials electronically to Congressman's office in advance of meeting.
 - Shared congressional social media posts that highlighted CCOG with delegates and management as appropriate.
 - Helped facilitate communications between Congresswoman Alma Adams' office and CCOG management to arrange panelist opportunity at Healthcare for All event hosted by the Congresswoman.
 - Shared CCOG social media posts with congressional offices.
 - Arranged for congressional offices to attend the August 14th Board of Delegates meeting for networking opportunity, which also included a video message from U.S. Senator Thom Tillis.
 - Researched and provided notices on Congressional Town Halls during August recess.

- 2. Develop advocacy strategies around the approved CCOG Federal Action Plan on regional priorities and implement in coordination with CCOG management.**
 - Coordinated with CCOG management on letters with position statements to be communicated to CCOG's congressional delegation regarding Older Americans Act Reauthorization and America's Transportation Infrastructure Act.
 - Researched status of pending FY20 spending levels for program priorities.

- 3. Provide information and support related to federal grant opportunities in coordination with CCOG staff**
 - Grants Alert with current open solicitations sent July 30 and August 28.
 - Wrote support letter for CCOG city member FTA grant request and coordinated securing letters of support from congressional delegation.
 - Began conversations on future grants workshop format for CCOG members.
 - Checked on status of estimated time for announcements on firefighter grants.
 - Sent reminder to congressional offices to make phone calls with continuous support for CCOG's pending Historic Restoration Subgrant Program through the National Park Service.

- 4. Respond to trouble shooting requests from members and CCOG on federal issues**
 - Attended meeting on NC Radar Project; communicated with Senate offices for history, legislative status and next steps; and communicated with equipment manufacturer in search for solutions.
 - Researched and prepared breakdown of the disaster relief bill to help CCOG department prepare for September 10 Regional Disaster Recovery Event and recommended federal offices to invite.

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



Centralina Council of Governments

Item 7



Board Agenda Item Cover Sheet

Board Meeting Date:	September 11, 2019	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Kelly Weston	Presentation Time:	15 minutes			
Presenter at Meeting:	Kelly Weston	Phone Number:	704-348-2728			
		Email:	kweston@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Gov. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
CCOG staff is developing a strategy to expand the organization's engagement with state agencies and officials. Staff will lead a discussion on priorities to include in this strategy.						
Background & Basis of Recommendations:						
One of the priorities in CCOG's FY20 Workplan is to support and champion local governments. To work towards this priority, the newly formed Government Affairs and Member Engagement Department has set a goal of continuing to cultivate relationships with state and federal officials. While CCOG is implementing its federal relations workplan, the organization will also focus on state level advocacy and engagement with the General Assembly, state agencies, and regional and statewide partners such as the Charlotte Regional Business Alliance and the North Carolina League of Municipalities.						
Requested Action / Recommendation:						
<i>Provide feedback on priorities for CCOG's state level engagement efforts.</i>						
Time Sensitivity: <i>(none or explain)</i>	None.					
Budget Impact: <i>(none or explain)</i>	None.					
Attachments: <i>(none or list)</i>	None					



Centralina Council of Governments

Item 8



Board Agenda Item Cover Sheet

Board Meeting Date:	September 11, 2019	Agenda Item Type:	Consent:		Regular:	x
Submitting Person:	Geraldine Gardner	Presentation Time (est.):	10 minutes			
Presenter at meeting:	Geraldine Gardner	Phone Number/Ext:	704-348-2703			
		Email:	ggardner@centralina.org			
Alternate Contact Person:	Kelly Weston	Phone Number/Ext:	704-348-2728			
		Email:	kweston@centralina.org			
Submitting Department:	Govt. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>The Executive Board is asked to authorize the CCOG Officers to approve a Regional Transit Plan consultant contract provided price negotiations are completed and funding availability is confirmed before November 6, 2019. If these provisions are not met by November 6, 2019, then the contract will go on the November 13, 2019 Executive Board Agenda for approval.</p>						
Background & Basis of Recommendations:						
<p>CCOG, through its ongoing partnership with the Metropolitan Transit Commission, released a Request for Qualifications (RFQ) seeking Consultant Services for the development of a Regional Transit Plan and Implementation Strategies. Consultant responses and the interview process are expected to occur by early October with selection in mid-October. The value of the contract exceeds the \$200,000 threshold requiring Executive Board approval.</p> <p>A significant portion of the funding to support the Regional Transit Plan must be expended by June 30, 2020, as required by NCDOT. It is essential to have the consultant team selected, under contract, and working by early November. Due to the time sensitive nature of the project, CCOG staff is requesting that the Executive Board delegate contract approval authority to the CCOG Officers if contract negotiations are completed before November 6, 2019, which is the publication date for the agenda for the November 11, 2019 Executive Board meeting.</p>						
Action / Recommendation:						
<p>Motion authorizing the CCOG Officers to approve a Regional Transit Plan consultant contract, pending the completion of contract negotiations by November 6, 2019.</p>						
Time Sensitivity (none or explain):	See background section above.					
Budget Impact (if applicable):	None					
List of Attachments (if any):	None.					



Centralina Council of Governments

Item 9



Board Agenda Item Cover Sheet

Board Meeting Date:	September 11, 2019	Agenda Item Type:	Consent:		Regular:	x
Submitting Person:	Geraldine Gardner	Presentation Time (est.):	10 minutes			
Presenter at meeting:	Geraldine Gardner	Phone Number/Ext:	704-348-2703			
		Email:	ggardner@centralina.org			
Alternate Contact Person:	Kelly Weston	Phone Number/Ext:	704-348-2728			
		Email:	kweston@centralina.org			
Submitting Department:	Govt. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>Since 2017, CCOG staff have been working in partnership with the Charlotte Area Transit System and various Metropolitan Planning Organizations on regional mobility and transit engagement, which will culminate in the forthcoming Regional Transit Plan. CCOG proposes forming an Ad Hoc Committee of the Board of Delegates to provide input during the upcoming planning process. Ad Hoc Committees can be formed at the discretion of the Chair; however, given the importance of this subcommittee to CCOG's regional priorities, he is seeking input from the Executive Board on Delegate selection.</p>						
Background & Basis of Recommendations:						
<p>The CCOG bylaws allow the Chair to form an Ad Hoc Committee to advise the Executive Director, staff and the full Board on particular topics. Committee members must be appointed by and serve at the will of the Chair and the membership of such advisory committee is not limited to Delegates.</p> <p>The Chair would like to establish a regional committee of elected officials to advise on the Regional Transit Planning effort. The role of the committee includes active involvement in the planning process, providing input and guidance on plan development, and keeping the Board of Delegates updated through periodic communications and reports. Over the next two years, it is anticipated that this committee will be invited to attend 4-6 meetings per year, which may be in the form of joint policy committee and technical committee working sessions, public engagement meetings, or consultant-led briefings. Ultimately, this group will provide a recommendation to the Board of Delegates on adoption of the plan. The plan will also be taken for adoption before the Metropolitan Transit Commission (MTC), the policy board for the Charlotte Area Transit System.</p> <p>The Regional Transit Plan Policy Committee will include a mix of CCOG Delegates and additional elected officials from across the region with an interest in transportation and transit policy, development, and local and regional impacts. The committee will also be representative of the region in terms of geography, community size, urban/rural interests, etc.</p> <p>The committee makeup will include up to two CCOG Delegates from each county (up to 18 members total) and up to 9 additional appointees by the Chair (for a total of up to 27 members).</p> <p>It is proposed that at the next CCOG Board of Delegates meeting on October 9, 2019, Delegates caucus by county to select two CCOG Delegates to represent that county on the Regional Transit Plan Policy Committee.</p> <p>The remaining members of the Committee will be appointed by the Chair. During the October 9, 2019 county caucus, the groups will also identify names of additional elected officials from the county that would be good candidates for the Chair appointees. Potential candidates include those with an interest in transportation/transit, knowledge of transportation/transit, are representative of a key community, provide</p>						



geographic distribution, urban/rural diversity, etc.

After the meeting, the Chair will review the list of potential Chair Appointees and select representatives that would create a qualified, diversified committee. Invitations will be distributed to Chair Appointees. The goal is to have the committee in place before a project kick-off meeting, which is anticipated in early December.

Action / Recommendation:

Discuss and provide the Chair with feedback on the proposed subcommittee selection process and timeline.

Time Sensitivity (<i>none or explain</i>):	Input on the approach is necessary to prepare for the October Board of Delegates meeting.
Budget Impact (<i>if applicable</i>):	None
List of Attachments (<i>if any</i>):	None



Centralina Council of Governments

Item 10



Board Agenda Item Cover Sheet

Board Meeting Date:	September 11, 2019	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Kelly Weston	Presentation Time:	10 minutes			
Presenter at Meeting:	Bobby Compton Geraldine Gardner	Phone Number:	704-348-2703			
		Email:	ggardner@centralina.org			
Alternate Contact:	Kelly Weston	Phone Number:	704-348-2728			
		Email:	kweston@centralina.org			
Submitting Department:	Gov. Affairs & Member Engagement	Department Head Approval:	Geraldine Gardner			
Description of Agenda Item:						
<p>The Executive Board will receive a summary of the results of the recent Delegate survey on the timing, location, structure, and format of the CCOG Board of Delegates meetings. The Executive Director will present a forecast of the proposed agenda focus for these meetings. The Executive Board will also be asked to consider amending the CCOG bylaws to move the annual report presentation from the February Board of Delegates meeting to the October meeting.</p>						
Background & Basis of Recommendations:						
<p>Following the June Executive Board meeting, Executive Board Members conducted outreach to Delegates across the region to gather feedback on the quarterly Board of Delegates meetings. Staff also collected feedback at the August Board of Delegates meeting. After analyzing the survey results, staff has developed a theme focus for each of the Board of Delegates meetings with the goal of making the meetings more interactive and productive for Delegates. Additionally, staff recommends amending Article VIII, Section A of the CCOG Bylaws regarding the Board of Delegates meeting schedule to adjust the timing of the annual report presentation. Staff believes this presentation should take place closer to the end of the fiscal year covered in the report.</p>						
Requested Action / Recommendation:						
<p>Motion recommending that the Board of Delegates approve the proposed amendment to Article VIII Section A of the CCOG bylaws as presented.</p>						
Time Sensitivity: <i>(none or explain)</i>	None.					
Budget Impact: <i>(none or explain)</i>	None.					
Attachments: <i>(none or list)</i>	<ul style="list-style-type: none"> • Board of Delegates Meeting Theme Forecast • Centralina Council of Governments Proposed Bylaws Amendment for Executive Board Consideration – September 11, 2019 					



Board of Delegates Meeting Theme Forecast

Meeting Month	Proposed Theme & Agenda Topics
February	Annual Meeting <ul style="list-style-type: none"> • Officer Elections • Municipal Caucuses • Budget Adoption and Member Assessment Rate Set
May	Workplan Work Session for Fiscal Year Beginning July 1
August	Delegate Social and Member Appreciation <ul style="list-style-type: none"> • Guest Speaker • Presentation of Workplan for Fiscal Year Beginning July 1
October	Annual Report Presentation Priorities for Federal and State Advocacy Agendas

CENTRALINA COUNCIL OF GOVERNMENTS

**Proposed Bylaws Amendments for Executive Board Consideration
September 11, 2019**

Article VIII: COUNCIL MEETINGS

A. **Time and Place:** The Council shall hold a regular meeting on the second Wednesday of the months of February, May, August and October at such time and place as shall be designated by the Executive Director. The first meeting of the calendar year is the Annual Meeting. ~~for the purpose of reviewing~~ The annual report of the activities of the preceding fiscal year will be presented at the Council's last meeting of the calendar year. The Chair or Executive Board may change the day of any regular meeting, but not the month, provided notice of such change is given to each delegate at least ten (10) business days prior to the regularly scheduled meeting. Special meetings of the Council may be called by the Executive Board, and shall be called by the Chair upon the written request of at least five (5) delegates. Notice of any special meeting shall be given to each delegate not less than five (5) business days prior thereto; and such notice shall specifically set forth the purpose of such special meeting and the matters to be considered at such meeting. Matters not contained in the notice of a special meeting may not be considered.

...

[End of proposed amendments.]