

Chairman Bobby Compton will convene a meeting of the Centralina Executive Board **on Wednesday, January 11, 2023, at 5:00 pm.** The meeting will be held in person at the Centralina office (located at 10735 David Taylor Dr., Suite 250, Charlotte, NC 28262) with a virtual attendance option via Zoom.

Time	Item	Presenter
5:00 p.m.	<b>Call to Order</b>	Bobby Compton
	<b>Roll Call</b>	
	<b>Moment of Silence</b>	
	<b>Amendments to the Agenda</b> (if any)	
<b>Consent Items:</b> <i>Consent agenda items may be considered in one motion and without discussion except for those items removed by a Board Member.</i>		
5:10 p.m. Item 1 <i>Pages 4 - 18</i>	<b>Connect Beyond Implementation – Master Agreement</b> Authorization to execute Master Agreement with On-Call CONNECT Beyond Implementation Consultant(s)  <b>Action/Recommendation:</b> Motion to approve Centralina’s Executive Director authority to sign and execute a Master Agreement with selected On-Call CONNECT Beyond Implementation Consultant(s).	Michelle Nance
Item 2 <i>Pages 19 - 59</i>	<b>Approval of Federal Transit Authority Title VI Report</b> The Board is asked to review Title VI Policy Updates for FTA Compliance <b>Action/Recommendation:</b> Motion to approve the Title VI Plan and Non-discrimination Policies and Procedures, Appendix H: Federal Transportation Administration (FTA) Report.	Michelle Nance
Item 3 <i>Pages 60 - 63</i>	<b>Approval of the November 9, 2022 Executive Board Meeting Minutes</b>  Approval of November 9, 2022, Executive Board Meeting Minutes The minutes from the November 9, 2022, meeting have been distributed to all members of the Executive Board and should be approved if correct.  <b>Action/Recommendation:</b> Motion to approve the November 9, 2022, Executive Board meeting minutes.	Bobby Compton
Item 4 <i>Pages 64-69</i>	<b>FY23 Budget Amendment</b> The required action from the Executive Council members is approval of the budget amendments for the operating and grant budgets.  <b>Action/Recommendation:</b> Approval by the Board of the attached budget amendments.	Denise Strosser
Item 5	<b>ARPA Policies and Procedures</b>	Denise Strosser

Time	Item	Presenter
<b>Pages 70-123</b>	<p>The Executive Board will consider amendments and updates to the organization’s policies and procedures required for the American Rescue Plan Act and Uniform Guidance compliance.</p> <p><b>Action/Recommendation:</b> <i>Motion to approve the aforementioned administrative and financial policies and procedures submitted to the Executive Board.</i></p>	
<b>Regular Business Items:</b>		
<b>5:15 p.m. Item 6</b> 10 minutes <b>Pages. 124-129</b>	<p><b>Federal Relations Update</b> Leslie Mozingo, Strategics Consulting, will present an update on Centralina’s federal relations efforts, including a performance report of activities for September through December 2022.</p> <p><b>Action/Recommendation:</b> <i>Motion to accept the Strategics Consulting performance report for November through December 2022 and to approve the 2023 Federal Action Plan.</i></p>	Leslie Mozingo
<b>5:25 p.m. Item 7</b> 15 minutes <b>Pages 130 - 133</b>	<p><b>Raleigh Relations Update</b> Staff will present Centralina’s state advocacy agenda for review and approval.</p> <p><b>Action/Recommendation:</b> <i>Motion to approve the 2023 Raleigh Relations Advocacy Agenda.</i></p>	Kelly Weston
<b>5:40 p.m. Item 8</b> 10 minutes <b>Pages 134-137</b>	<p><b>FY24 Placeholder Budget Presentation</b> The Executive Board will review the placeholder annual operating and pass-through budget proposals for the Fiscal Year 2024 prior to approval by the Board of Delegates at the annual meeting in February.</p> <p><b>Action/Recommendation</b> <i>Motion to recommend the proposed FY2024 operating and passthrough placeholder budget ordinances in the amount of \$7,983,464 and \$19,852,101, respectfully, and the membership dues assessment of \$0.24 per capita with no minimal assessment per member to be approved for consideration for adoption by the Board of Delegates.</i></p>	Denise Strosser
<b>5:50 p.m. Item 9</b> 10 minutes <b>Pages 138 - 140</b>	<p><b>Nominating Committee Forecast</b> The Nominating Committee will provide an update on its activities in advance of the February Board of Delegates meeting.</p> <p><b>Action/Recommendation:</b> <i>Receive as information.</i></p>	Nominating Committee Member- Martha Sue Hill



**Executive Board**  
Meeting Agenda

Wednesday, January 11, 2023  
 Hybrid Meeting – In-Person & Virtual  
 Join by computer:  
<https://us06web.zoom.us/j/86048479609>  
 Meeting ID 860 4847 9609

Time	Item	Presenter
<b>6:00 p.m.</b> 5 minutes	<b>Comments from the Executive Board and Centralina Staff</b>	Board Members and Staff
<b>6:05 p.m.</b> 5 minutes	<b>Comments from the Executive Director</b>	Geraldine Gardner
<b>6:10 p.m.</b> 5 minutes	<b>Comments from the Chair</b>	Bobby Compton
<b>6:15 p.m.</b> <b>Item 10</b> 10 minutes <i>Pages 141-143</i>	<b>Executive Session</b>	Bobby Compton
<b>6:25 p.m.</b>	<b>Adjournment</b>	Bobby Compton

*Centralina Regional Council complies with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of disability. Centralina Regional Council will make reasonable accommodations in all programs/services to enable participation by an individual with a disability who meets essential eligibility requirements. Centralina Regional Council's programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation, please*



# **CENTRALINA**

## **REGIONAL COUNCIL**

### **Item 1**



## Board Agenda Item Cover Sheet

<b>Board Meeting Date:</b>	1/11/2023	<b>Agenda Item Type:</b>	<b>Consent:</b>	X	<b>Regular:</b>	
<b>Submitting Person:</b>	Michelle Nance	<b>Presentation Time:</b>	N/A			
<b>Presenter at Meeting:</b>	N/A	<b>Phone Number:</b>	704-348-2709			
		<b>Email:</b>	mnance@centralina.org			
<b>Alternate Contact:</b>		<b>Phone Number:</b>				
		<b>Email:</b>				
<b>Submitting Department:</b>	Regional Planning	<b>Department Head Approval:</b>	Michelle Nance			
<b>Description of Agenda Item:</b> <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
Authorization to execute a Master Agreement with HDR Engineering to be Centralina's On-Call CONNECT Beyond Implementation Consultant						
<b>Title VI Policy Updates for FTA Compliance</b>						
<b>Background &amp; Basis of Recommendations:</b>						
<p>Initiated in November 2022, Centralina conducted a Request for Qualifications (RFQ) process to select one or more consultants to provide assistance on projects related to implementing CONNECT Beyond recommendations. The On-Call CONNECT Beyond Implementation Consultant will provide a flexible and effective way for Centralina to respond to recurring needs for a range of professional services.</p> <p>The RFQ submission deadline closed on December 2, 2022 and Centralina convened a Selection Committee to review RFQ submittals and interview prospective consultant firms. After careful review and evaluation, the Committee selected HDR Engineering to provide On-Call CONNECT Beyond Implementation services. Centralina will negotiate a Master Agreement with HDR Engineering encompassing the following:</p> <ul style="list-style-type: none"> <li>• <u>Timeframe</u>: Consultant services will span from January 2023 through June 30, 2025.</li> <li>• <u>Scope of Work</u>: Centralina's Master Agreement will encompass a broad range of professional services that could include the following topics: Transit Implementation, Regional Planning, Mobility Choices and Funding &amp; Partnerships. Under the Master Agreement, Centralina will need to negotiate separate scope or services for specific projects/deliverables that will be supplemental to the Master Agreement.</li> <li>• <u>Cost</u>: The amount contracted under the Master Agreement will not exceed \$4,000,000 over the timeframe identified above. Funding will be secured through current and future grants and contracts with partner organizations for the implementation of CONNECT Beyond recommendations.</li> </ul> <p>We ask that Centralina's Executive Director be given authorization to execute the Master Agreement with HDR Engineering to be Centralina's On-Call CONNECT Beyond Implementation Consultant.</p>						
<b>Requested Action / Recommendation:</b>						

Request that the Executive Board give Centralina’s Executive Director authority to sign and execute a Master Agreement with HDR Engineering, as attached. Noting that there may be minor amendments to the Master Agreement that occur through the legal review process.	
<b>Time Sensitivity:</b> <i>(none or explain)</i>	Project team would like On-Call CONNECT Beyond Implementation Services available beginning in mid-January 2023.
<b>Budget Impact:</b> <i>(none or explain)</i>	Funds for the On-Call CONNECT Beyond Implementation Consultant(s) will be provided through current contracts with the City of Charlotte, City of Gastonia and, potentially, through additional grants and contracts related to CONNECT Beyond implementation.
<b>Attachments:</b> <i>(none or list)</i>	Draft Master Agreement



## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this “Agreement”), dated as of the 12th day of January, 2023 (the “Effective Date”), is by and between HDR Engineering, Inc. of the Carolinas, a North Carolina corporation and having a principal place of business at 440 South Church Street, Suite 1200, Charlotte, North Carolina 28202 (“Consultant”) and CENTRALINA COUNCIL OF GOVERNMENTS, d.b.a Centralina Regional Council, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business at 10735 David Taylor Drive, Suite 250, Charlotte, North Carolina 28262 (“Centralina”). Consultant and Centralina are each referred to individually as a “Party” and collectively as the “Parties” to this Agreement.

### RECITALS

WHEREAS, Consultant is in the business of consulting engineering and planning services;

WHEREAS, Centralina wishes to engage Consultant to perform certain professional services in accordance with the terms and conditions of this Agreement and as described in one or more statements of work (the “Services”), as may be agreed upon by the Parties in writing from time to time (each a “Statement of Work”); and

WHEREAS, Consultant wishes to provide the Services in accordance with the terms and conditions hereof.

In consideration of the mutual covenants contained herein, the sufficiency and adequacy of which are hereby acknowledged, Centralina and Consultant hereby agree as follows:

### ARTICLE I

#### **Statements of Work**

A. The initial Statement of Work agreed to by the Parties is set forth on Exhibit A hereto. From time to time during the Term hereof (as defined in Section II.A. below), the Parties may, in their discretion, agree in writing to additional Statements of Work. Each Statement of Work is hereby incorporated into this Agreement.

B. Centralina hereby retains Consultant to perform the Services, and Consultant agrees to perform the Services, in conformity with each Statements of Work, subject to the terms and conditions of this Agreement and all applicable local, state, and federal laws and regulations. Consultant will devote such time, efforts and resources to the performance of the Services as are reasonably necessary to accomplish the tasks specified in each Statement of Work. Each Statement of Work shall identify the following:

- (i) That such Statement of Work is entered into pursuant to, and governed by, this Agreement and the date as of which the Statement of Work will be effective;
- (ii) The nature and objectives of the Services, the Services to be performed and the obligations to be discharged by Consultant;

## Consulting Services Agreement

- (iii) The deliverables to be provided by Consultant to Centralina in connection with the Services (the “Deliverables”);
- (iv) Functional and/or technical specifications (standards or guidelines) for the Deliverables (the “Specifications”);
- (v) Completion and acceptance criteria for the Deliverables;
- (vi) A time schedule for performance of Services by Consultant and a related task plan;
- (vii) The specific resources to be provided by Consultant and the project roles of Consultant’s personnel; and
- (viii) The payments to be made to Consultant for Services under the Statement of Work and the basis for calculation of such payments.

C. Centralina may reduce the scope of work in a Statement of Work at any time upon written notice to Consultant. In addition, from time to time, Centralina and Consultant may agree in writing to otherwise amend or enlarge the scope of work in a Statement of Work. Consultant may not decline to accept any changes to the scope of work in a Statement of Work requested by Centralina that reduce the cost of performance, provided that an equitable adjustment in compensation is made for the out-of-pocket costs of any performance or preparation already undertaken by Consultant. Consultant further may not decline any changes to the scope of work in a Statement of Work requested by Centralina that increase the cost or magnitude of performance, provided that the changes do not significantly increase the scope of work and a commensurate increase in compensation is fixed.

D. Consultant shall furnish such written reports, analyses and documentation in connection with the performance of Consultant’s Services under this Agreement as Centralina may request in writing from time to time.

## **ARTICLE II**

### **Term**

A. This Agreement shall commence as of the Effective Date and remain in full force and effect for the remainder of Centralina’s fiscal year ending June 30, 2023 (the “Initial Term”), and will continue in effect with automatic renewals for successive one-year terms (each a “Renewal Term” and, together with the Initial Term, the “Term”), two years thereafter (the “Term”), unless terminated earlier in accordance with the provisions of this Article II. For all Statements of Work under this Agreement, any renewal of the term of the SOW or amendment of Centralina’s financial obligations under the SOW, shall be void unless the pre-audit requirements of the North Carolina Local Government Finance Act have been met and attested by signature of Centralina’s finance director.

B. Each Statement of Work shall remain in full force and effect in accordance with its terms, unless terminated in accordance with this Article II. In the event that any Statement of Work remains in effect as of the termination or expiration this Agreement, then, notwithstanding anything to the contrary in Section II.A above, this Agreement shall continue in effect solely for the term of, and for purposes of, such Statement of Work.



## Consulting Services Agreement

C. Centralina shall have the right to terminate this Agreement (including all Statements of Work) or any Statement of Work for its convenience at any time by providing 30 days prior written notice to Consultant. Upon such termination, or at the expiration of this Agreement, Consultant shall be paid for the Services satisfactorily completed and performed by Consultant on or before the date of termination that have not previously been paid or reimbursed by Centralina.

D. If either Party materially breaches the terms of this Agreement and/or a Statement of Work and such breach is not cured within 30 days after written notice of such breach is given to the breaching Party, then the other Party may, by giving written notice to the breaching Party, terminate this Agreement (including all Statements of Work) and/or the applicable Statement of Work as of the end of such 30 day period or such later date as is specified in the notice of termination.

E. If this Agreement or a Statement of Work is terminated by Centralina under Section II.D, Centralina shall be entitled, without prejudice to any other rights or remedies available to it, to cause the completion of any pending Services by, at its option, either (i) requesting Consultant to complete the Services, in which case Consultant shall be paid for the Services requested by Centralina that have been satisfactorily completed and performed by Consultant and that have not previously been paid or reimbursed by Centralina, or (ii) causing such Services to be completed in whatever manner it deems expedient (whether by engaging the services of any third party or otherwise) and crediting the reasonable costs and expenses so incurred against any amount due or to become due to Consultant under this Agreement. Centralina shall use reasonable care to mitigate the amount of excess costs for which Consultant may be liable under this Section II.E. If, after termination, it is determined for any reason whatsoever that Consultant did not materially breach this Agreement; or that such breach was excusable as a matter of law, the rights and obligations of the Parties shall be the same as if Centralina had terminated the Agreement in accordance with Section II.C of this Agreement.

F. Within 30 days after the expiration or termination of this Agreement and/or a Statement of Work, Consultant shall deliver to Centralina all Deliverables, writings, documents, tangible work product and copies thereof prepared by Consultant in connection with this Agreement and/or the applicable Statement of Work.

G. The election by Centralina to terminate this Agreement or a Statement of Work in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other arising after the date of expiration or termination, except that expiration or termination of this Agreement will not relieve either Party of its obligations under Sections II.F, III.D., and XIII.B, and under Articles V (Ownership of Work Product), VI (Confidential and Proprietary Information), VII (Warranty and Indemnification), and X (Applicable Law; Jurisdiction; Venue), nor will expiration or termination relieve Consultant or Centralina from any liability arising from any breach of this Agreement. In addition, upon expiration or termination of this Agreement for any reason, Consultant shall promptly deliver to Centralina, or at Centralina's request destroy, all Centralina Confidential Information (including without limitation all copies thereof) within Consultant's possession or control.

### **ARTICLE III**

#### **Compensation**

A. As sole compensation for the performance of the Services, Centralina shall pay Consultant at the rates and upon the terms set forth in each Statement of Work. Consultant shall invoice Centralina for all fees for Services in accordance with the schedule stated in the Statement of Work. Each invoice will

## Consulting Services Agreement

include (i) a breakdown of the work performed and amounts being invoiced to Centralina relating thereto; (ii) if any invoiced amount is based on the number of hours worked during the applicable period, the number of hours and the days such work was performed and description in reasonable detail of the work performed during such hours; and (iii) all total amounts due. Centralina will pay all undisputed invoiced amounts within 45 days after receipt of the applicable invoice.

B. In addition, and except for Statements of Work based on fixed fee compensation or that explicitly exclude such expense reimbursement, Centralina shall reimburse Consultant for reasonable expenses incurred by Consultant in connection with the performance of the Services, provided that such expenses are approved by Centralina in writing in advance and are incurred in accordance with Centralina's then-current travel and expense policy. Unless otherwise expressly indicated in a Statement of Work, Consultant shall submit, at least monthly, statements for Services rendered and expenses incurred in such form and detail as Centralina shall require, by the 15th day of the following month. Each invoice shall reference the applicable Contract Number, the Statement of Work Number and the Task Number.

C. In the event Centralina disputes any amount shown due on such invoice, Centralina shall pay any undisputed amounts in accordance with the applicable payment terms and send a disputed amount notice (setting forth the amount in dispute and the reasons for any such dispute) to Consultant. The parties shall use commercially reasonable efforts to resolve any such dispute.

D. During the term of this Agreement and for a period of three years thereafter, Consultant shall maintain complete and accurate books and records to substantiate Consultant's charges to Centralina hereunder. To the extent Consultant keeps such records in the normal course of its business, such records shall include, but not be limited to, time cards, job cards, attendance cards, job summaries, travel and expense reports, and records of any other supporting documentation for all amounts billable and payments made to it under this Agreement. Either Centralina, or an independent third party on behalf of Centralina, shall have the right to inspect, copy, verify and audit such books and records at any time upon two weeks' prior written notice to Consultant. Consultant shall cooperate fully with Centralina or its designees in connection with the audit, and assist Centralina, or its designees, as is reasonably required. Consultant shall reimburse Centralina the amount of any overpayments, if any, determined to have been paid by Centralina as a result of such audit. In addition, Consultant shall reimburse Centralina for any expenses incurred by Centralina in connection with any audit which results in the correction of a billing error by Consultant in an amount greater than 5% of the charges that were subject to such audit for the period audited.

### **ARTICLE IV**

#### **Delivery and Acceptance**

A. Consultant shall deliver each Deliverable at the times and in the manner specified in the applicable Statement of Work. Unless another process is set forth in a Statement of Work, the Parties shall comply with the delivery, review and acceptance procedures for each Deliverable as set forth in Section IV.B.

B. Upon the delivery of each Deliverable, Centralina shall have 30 days to inspect and test such Deliverable to determine whether it is acceptable. In the event that Centralina notifies Consultant in writing that such Deliverable is unacceptable, Consultant shall, within 30 days following receipt of such notice, remedy such failure and re-deliver such Deliverable to Centralina. The foregoing process shall continue until the Deliverable has been approved in writing by Centralina; provided that Centralina shall have the right at any time to (i) deem any non-conformity to be a material breach of this Agreement; or (ii) accept the Deliverable as a nonconforming deliverable (in which case Centralina may, in its sole discretion, either (a) recover from Consultant Centralina's out-of-pocket costs (which may include amounts paid to

## Consulting Services Agreement

Centralina affiliates) incurred in correcting, modifying or otherwise adapting the Deliverable to conform to the Specifications; or (b) withhold (or be refunded) an amount of the fees payable or (paid) to Consultant to reflect the value of the Deliverable actually received relative to the value of the Deliverable had it conformed to the Specifications). Each Deliverable shall be deemed accepted (“Acceptance”) when Centralina shall have notified Consultant of its determination (iii) that the Deliverable conforms to the Specifications or (iv) to accept the Deliverable as a non-conforming Deliverable. All warranties made by Consultant under this Agreement shall survive Acceptance of the Deliverables.

### ARTICLE V

#### **Ownership of Work Product**

A. Consultant shall make prompt written disclosure to Centralina of all inventions, improvements, discoveries, software (including firmware), and other forms of technology or intellectual property made or conceived or actually or constructively reduced to practice during the term of this Agreement, whether solely or jointly with others, and which are suggested by, or derive or result from, any Services which Consultant may do pursuant to this Agreement, or from any information obtained by Consultant from Centralina or in discussions and meetings with employees of Centralina or its affiliates (such inventions, improvements, discoveries, software (including firmware), and other forms of technology or intellectual property, etc., collectively referred to as “Work Product”). Consultant agrees that Centralina owns and shall continue to own all right, title and interest in and to the Work Product and Deliverables, including, but not limited to all copyrights and renewals and extensions of copyright therein. Consultant shall, and hereby does, exclusively and irrevocably assign, transfer and otherwise convey to Centralina all right, title, and interest in and to the Work Product and the Deliverables, including without limitation all rights of copyright or other intellectual property rights pertaining thereto. Upon Centralina’s request and at Centralina’s expense, Consultant shall assist Centralina to protect and enforce Centralina’s intellectual property rights conferred in this Article V. Consultant hereby waives any and all claims that Consultant may have now or may hereafter have in any jurisdiction to so-called "rental rights," "moral rights" and all rights of "droit moral" with respect to the Work Product and the Deliverables and to the results and proceeds thereof. Consultant agrees to take all appropriate action and to execute any and all documents, necessary or reasonably requested by Centralina to establish, perfect, effectuate, and preserve Centralina’s rights in such Work Product and Deliverables.

B. With respect to any materials owned by or licensed by Consultant from third parties (the “Third Party Materials”) being included in any Work Product or any Deliverables, Consultant shall either (i) be responsible for obtaining for Centralina at Consultant’s sole cost and expense, and hereby grants to Centralina, a perpetual, irrevocable, worldwide, royalty free, paid-up, transferable, sub-licensable license to use, reproduce, distribute, publicly perform, publicly display, modify and prepare derivative works of such Third Party Materials or (ii) in the event that the immediately preceding requirement in Section V.B.(i) is not possible, Consultant shall obtain Centralina's approval in writing prior to (allowing reasonable time for the options described below) including such Third Party Materials in any Work Product or Deliverables to (a) include such Third Party Materials in the applicable Work Product and/or Deliverables with the rights for Centralina as close as possible to those outlined in Section V.B.(i) above or (b) use alternative Third Party Materials, Consultant IP (as defined below in Section V.C.) and/or Work Product that otherwise meet Consultant's obligations pursuant to this Section V.B.

C. Centralina acknowledges that Consultant may have developed materials prior to entering into this Agreement, and may own other patent, trade secret and proprietary rights in techniques and concepts that were not conceived or first produced by Consultant in the performance of this Agreement (collectively “Consultant IP”). Consultant IP is proprietary to Consultant and shall remain Consultant's exclusive property. Consultant hereby grants to Centralina a perpetual, worldwide, royalty free, paid-up,

## Consulting Services Agreement

irrevocable, non-exclusive, transferable, sub-licensable license to Consultant's IP to the extent it is incorporated in any Work Product or Deliverable delivered to Centralina by Consultant hereunder.

### **ARTICLE VI**

#### **Confidential and Proprietary Information**

A. All information furnished to Consultant by Centralina and its designated representatives, except previously publicly available information not made public due to Consultant's fault or negligence, whether orally or by means of written material, including without limitation plans, specifications, financial or business data or projections, or any other forms of business information (the "Proprietary Information"): (a) shall be deemed proprietary and shall be held by Consultant in strict confidence; (b) shall not be disclosed or revealed or shared with any other person except those individuals or entities specifically authorized by Centralina in advance; and (c) shall not be used other than for purposes of, and in connection with, the performance of Consultant's Services under this Agreement.

B. All written material provided to Consultant by Centralina shall be and at all times remain the exclusive property of Centralina. All such material and any copies thereof shall be promptly returned upon request of any designated representative of Centralina, and in any event shall be returned by Consultant within 30 days of notice of termination of this Agreement.

C. If Consultant should receive any legal request or process in any form seeking disclosure of, or if Consultant should be advised by counsel of any obligation to disclose, Proprietary Information, Consultant shall provide Centralina with prompt prior notice of such request or advice so that Centralina may seek a protective order or pursue other appropriate remedies to protect the confidentiality of the Proprietary Information. If such protective order or other remedy is not obtained, Consultant agrees to furnish only that portion of the Proprietary Information which is legally required to be furnished and, in connection with Centralina, to use all reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

D. Consultant shall not, without prior written consent of Centralina, reveal or disclose to any person the existence of this Agreement, the nature of the projects performed or Services contemplated hereunder, of the status of Consultant's work or analysis except in connection with and to the extent reasonably necessary to the performance of Consultant's undertakings pursuant to this Agreement.

E. In the event of breach of any of the provisions of this Article VI by Consultant, Centralina shall be entitled to equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available at law or equity.

### **ARTICLE VII**

#### **Warranty and Indemnification**

A. Consultant represents and warrants to Centralina that: (i) Consultant has the right to enter into this Agreement and to perform its obligations hereunder; (ii) the Deliverables and the Work Product (other than the Third Party Materials) and all work prepared by Consultant hereunder will be the original work of Consultant and that the Consultant has all rights necessary to convey to Centralina the unencumbered ownership of the Work Product and Deliverables and to license the Third Party Materials as provided herein; (iii) the Deliverables and Work Product and all materials and methodologies used by Consultant in performing the Services will not (a) invade the right of privacy or publicity of any third person, (b) contain any libelous, obscene, indecent or otherwise unlawful material, or (c) infringe any

## Consulting Services Agreement

patent, copyright, trademark, trade secret or other proprietary right in any jurisdiction or otherwise contravene any rights of any third person; (iv) all Services to be rendered by Consultant hereunder shall be performed in a diligent, efficient, workmanlike and professional manner by qualified personnel; (v) that, when delivered, the Deliverables, if applicable, will be free of bugs, viruses, defects, design flaws or any disabling code or other devices that may cause the Deliverables or any portion thereof to become erased or inoperable or incapable of performing as intended or affect the operations of other systems; (vi) for a period of six (6) months following the launch thereof, the Deliverables will be (a) free from defects in material and workmanship under normal use and (b) will function as intended in accordance with the Specifications; and (vii) Consultant will, in performing its obligations hereunder, strictly comply with all applicable laws.

B. Consultant shall indemnify and hold harmless Centralina and its respective affiliates from and against all claims, cost, liabilities, judgments, expenses or damages owed to third parties (including amounts paid in settlement and reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with (i) Consultant's breach (or alleged breach) of any covenants, warranties or representations made herein, (ii) Third Party Materials, or (iii) any act or omission of Consultant which results in (a) any bodily injury, sickness, disease or death; (b) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or (c) any violation of any statute, ordinance, or regulation.

### ARTICLE VIII

#### **Independent Contractor Relationship**

A. Centralina and Consultant acknowledge that in providing the Services under this Agreement, Consultant is acting solely as an independent contractor and not as an agent or employee of Centralina. Neither Party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other unless otherwise expressly agreed to in writing signed by both parties. Nothing contained in this Agreement is intended to give rise to a partnership, joint venture or employment relationship between the Parties or to impose upon the Parties any of the duties or responsibilities of partners, joint venturers or employer-employee. Except as so authorized, Consultant agrees to indicate to any third party vendor or customer, as appropriate, that Consultant has no authority to bind Centralina.

B. Persons furnished by Consultant shall be solely the employees or agents of Consultant and shall be under the sole and exclusive direction and control of Consultant. Centralina and Consultant understand and agree, for purposes of federal and state law, that Consultant will not be treated as an employee with respect to Consultant's Services to Centralina as set forth herein; rather, Consultant is to be treated as an independent contractor.

C. Each Party shall be responsible for compliance with all laws, rules and regulations applicable to it. Consultant understands and agrees that Consultant alone shall be responsible to pay Consultant's appropriate share of state, federal and local taxes, including all required prepayments of estimated taxes. Consultant further agrees that Consultant shall indemnify and hold harmless Centralina for any failure to make said payments.

D. Consultant understands and agrees the Consultant is responsible for making the appropriate deductions and payments to the applicable state unemployment insurance agencies and to the applicable state workers' compensation agencies. Consultant further understands that Consultant alone is responsible for obtaining Workers' Compensation Insurance.

E. Centralina retains the right to require Consultant to produce proof of Consultant's compliance with state and federal laws concerning required payroll deductions from earnings.

**ARTICLE IX**

**Insurance Obligations**

Without limiting Consultant's indemnification obligations set forth in Section VII.B. above, Consultant shall provide and maintain at its sole cost and expense during the term of this Agreement, insurance coverage in accordance with best industry practices, and sufficient in any case, to protect the assets subject of this Agreement from loss due to theft, fraud, and /or undue physical damage. Consultant will procure and maintain and ensure that any of its subcontractors approved pursuant to this Agreement procure and maintain insurance as follows:

A. Workers compensation with statutory limits in compliance with applicable State and Federal laws. Employer's liability with minimum limits of \$500,000 each accident/\$500,000 disease each employee/\$500,000 disease policy limit.

B. Blanket employee fidelity coverage equal to the actual value of this Agreement.

C. Commercial general liability covering all operations performed by Consultant or by any subcontractor with a minimum limit of the greater of (i) \$1,000,000 or (ii) the actual value of this Agreement per occurrence with an unlimited aggregate or at amounts to be determined by Centralina, to include Contractual liability covering Consultant's assumption of liability under indemnification of Centralina, with the same limits as in item (B) above.

D. Professional liability (errors and omissions) to cover the performance of the services required under this Agreement with a minimum limit of \$1,000,000 per claim and a \$3,000,000 aggregate.

E. If any motor vehicles owned or leased, automobile liability with a minimum limit of \$1,000,000.

Consultant will provide Centralina with certificates of insurance evidencing the above amounts. Before commencing work, Consultant will furnish Centralina with certificates of insurance on an approved form with Centralina named as an additional insured, or alternatively, a copy of the applicable policy endorsement adding Centralina as an additional insured. The certificates or endorsements will provide that policies will not be canceled or changed until 30 days' written notice has been given to Centralina. All insurance will be procured from reputable insurers authorized to do business in North Carolina. Further, upon Centralina's request, Consultant shall provide to Centralina evidence of such insurance coverage reasonably satisfactory to Centralina.

**ARTICLE X**

**Applicable Law; Jurisdiction; Venue**

A. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the law of the State of North Carolina (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

B. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the United States District Court for the Western District of North Carolina or, if such court would not have jurisdiction over the matter, then only in a North Carolina State court sitting in the County of Mecklenburg, City of Charlotte. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum.

Consulting Services Agreement

C. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the Federal or state courts sitting in the County of Mecklenburg, City of Charlotte, State of North Carolina, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

**ARTICLE XI**

**Notices**

All notices under this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by registered or certified mail, postage prepaid, to the following or to such other person at such other address or may be designated by the parties hereto in writing and notice thereof duly given:

If to Centralina:

Centralina Regional Council  
Attn: Denise Strosser, Finance Director  
10735 David Taylor Drive, Suite 250  
Charlotte, North Carolina 28262

With a copy to:

Shumaker, Loop & Kendrick, LLP  
Attn: Joseph J. Santaniello, Centralina Legal Counsel  
101 South Tryon Street, Suite 2200  
Charlotte, North Carolina 28280

If to Consultant:

HDR Engineering, Inc. of the Carolina  
Attn: Robert J. Rella, Senior Vice-President  
440 South Church Street, Suite 1200  
Charlotte, NC 28202

**ARTICLE XII**

**General Terms**

A. Consent of Waiver

No consent or waiver by Centralina with respect to any provision of this Agreement shall be effective unless made by a duly authorized officer of Centralina.

B. Assignment

No undertaking or rights of Consultant pursuant to this Agreement may be assigned by Consultant to any third party without the express, written consent of Centralina in advance. This Agreement shall insure to the benefit of Centralina, its affiliates, successors and assigns.

C. Severability

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire

## Consulting Services Agreement

Agreement; rather, the entire Agreement shall be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

### D. Entire Agreement

This Agreement constitutes the entire agreement between Centralina and Consultant. The Agreement supersedes all prior communications, representations or agreements, oral or written, with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the Parties shall be binding on either Party unless reduced to writing and signed by an authorized officer of the Party sought to be bound thereby. Should there be any conflict between the terms and conditions of this Agreement (not including the Statements of Work) on the one hand and any Statement of Work on the other hand, the terms and conditions of the applicable Statement of Work shall control to resolve such conflict with respect to such Statement of Work only.

### E. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## ARTICLE XIII

### **Other Terms**

#### A. Exclusive Services

During the term of this Agreement, Consultant agrees to provide Centralina with prior written notice of any similar or like services that Consultant is providing to any other entity that is an actual or prospective competitor of Centralina. Consultant agrees not to retain copies of the Deliverables, furnish any other person copies of the Deliverables, or use the Deliverables on other projects or for any purpose other than in the performance of this Agreement without the prior written consent of Centralina, with the exception of publicly available data.

#### B. Publicity and Publications

Consultant shall not issue any publicity releases (including news releases and advertising or solicitation materials) or make any other public statement relating to this Agreement or the Services to be performed hereunder without the prior written approval of Centralina. Consultant shall not present or disclose to any person any technical paper, article, or documentary or oral or visual presentation concerning any aspect of Centralina's business without the prior consent and approval of Centralina.

#### C. Iran Divestment Act

Each Party affirms that, as of the date of execution of this Agreement, it is not listed on the Iran Divestment Act lists created by the North Carolina State Treasurer pursuant to N.C. G.S. 147-86.58, nor are its subsidiaries or parent companies, if any. If either Party should subsequently become so listed, it shall provide written notice to the other Party as soon as practicable, but within no less than five business days.

#### D. E-Verify

NCGS Chapter 64 Article 2 concerns the use of the free, web-based federal program known as 'E-Verify' or other federally-authorized program to check the work authorization of all new employees in the United States (collectively, "E-Verify").



Consulting Services Agreement

Centralina affirms that it is exempt from the requirements of NCGS Chapter 64 Article 2 because it is a “governmental body” as defined in that Article.

Consultant agrees that if it is required by NCGS §64 or other statutes to use E-Verify to check the work authorization of all new employees it hires in the United States, it shall do so. Consultant affirms that it is a private entity that is required to use E-Verify under NCGS §64 or other statutes.

Consultant agrees that for each Statement of Work that specifies that E-Verify subcontractor requirements apply, it shall not enter into any subcontracts under that Statement of Work unless such subcontractor (a) affirms either its exemption from or compliance with the E-Verify requirements of NCGS Chapter 64 Article 2 and (b) agrees to similarly ensure its subcontractors’ affirmation of exemption from or compliance with those statutes.

[Signatures on next page.]

DRAFT

IN WITNESS WHEREOF, this Agreement has been executed by each party's duly authorized representative as of the Effective Date.

**CENTRALINA REGIONAL COUNCIL**

**HDR ENGINEERING, INC. OF THE CAROLINAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Geraldine Gardner

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Denise Strosser, Centralina Finance Officer

“This instrument is approved as to form as required by Centralina Policy.”

DRAFT



# **CENTRALINA**

## **REGIONAL COUNCIL**

### **Item 2**



## Board Agenda Item Cover Sheet

<b>Board Meeting Date:</b>	1/11/2023	<b>Agenda Item Type:</b>	<b>Consent:</b>	X	<b>Regular:</b>	
<b>Submitting Person:</b>	Michelle Nance	<b>Presentation Time:</b>	N/A			
<b>Presenter at Meeting:</b>	N/A	<b>Phone Number:</b>	704-348-2709			
		<b>Email:</b>	mnance@centralina.org			
<b>Alternate Contact:</b>		<b>Phone Number:</b>				
		<b>Email:</b>				
<b>Submitting Department:</b>	Regional Planning	<b>Department Head Approval:</b>	Michelle Nance			
<b>Description of Agenda Item:</b> <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
Title VI Policy Updates for FTA Compliance						
<b>Background &amp; Basis of Recommendations:</b>						
Every four years the Federal Transit Administration (FTA) requires a detailed review of grantee and sub-grantee equal opportunity and access policies and an updated report to ensure compliance. Centralina Regional Council receives funds for our work that originates with FTA. As such, Centralina has prepared our report, which has been reviewed by our funding agency and granted preliminary acceptance. The last step is to receive board approval before the report is formally submitted.						
<b>Requested Action / Recommendation:</b>						
Motion to approve the Title VI Plan and Non-discrimination Policies and Procedures, Appendix H: Federal Transportation Administration (FTA) Report.						
<b>Time Sensitivity:</b> <i>(none or explain)</i>						
<b>Budget Impact:</b> <i>(none or explain)</i>	FTA funding provides significant project and programmatic support for the Regional Planning Department and the Area Agency on Aging.					
<b>Attachments:</b> <i>(none or list)</i>	Title VI Plan and Non-Discrimination Policies and Procedures					



**CENTRALINA**  
REGIONAL COUNCIL

# Appendix H: Federal Transportation Administration (FTA) Report

*Title VI Plan and Non-Discrimination Policies and Procedures*

Updated January 2023

*Original Title VI Plan approved by the Centralina Board of Delegates,  
October 10, 2018, Updated April 2020*

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## **POLICY STATEMENT AND NOTICE OF NON-DISCRIMINATION**

Centralina Regional Council (Centralina), as a recipient of federal financial assistance, assures that no person shall, on the grounds of their race, color, or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any agency-sponsored program or activity, regardless of whether those programs and activities are Federally funded or not. Centralina's Non-Discrimination Policy is in keeping with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related federal policies that address non-discrimination as outlined in the following document.

Centralina's Non-Discrimination Policy applies to all employees, contractors and subrecipients of Centralina, as well as all recipients of and participants in all Centralina programs, services and activities.

Further, in the event that Centralina distributes federal financial aid funds to a subrecipient, Centralina will include the appropriate non-discrimination language and references to federal laws, such as Title VI, in all written agreements and will monitor those subrecipients for compliance as and when required.

This policy statement not only identifies the guiding principles of Centralina's Title VI plan but is also an expression of our organization's broader commitment to non-discrimination.

Centralina values the diversity of all the people and communities we serve and welcomes participation from all interested parties in its programs, services and activities, regardless of cultural identity or background. Centralina is also committed to promoting the comprehensive realization of equal opportunity and equal access to all of its programs, services and activities regardless of race, color, or national origin. Centralina is an Equal Employment Opportunity/Affirmative Action employer.

Centralina will not tolerate any form of proscribed discrimination in employment efforts or in any of its programs, services or activities. Further, Centralina will not tolerate any form of retaliation directed against an individual who complains of discrimination pursuant to this policy or who participates in any investigation concerning discrimination pursuant to this policy.

## PURPOSE OF THE DOCUMENT

The following document (or "Plan") details the non-discrimination policies, procedures and practices of Centralina Regional Council. This document is also designed to ensure that federal and state funds awarded to Centralina are used in a manner that is non-discriminatory as required under Title VI of the Civil Rights Act of 1964, Workforce Innovation Opportunity Act Section 188, the Americans with Disability Act and related federal policies are outlined herein.

The specific Title VI-related activities discussed in this Plan are developed in response to regulations and directives of the U.S. Department of Transportation (DOT), particularly the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). DOT Title VI implementing regulations are contained in the Code of Federal Regulations, 49 CFR 21.

In addition, the contents of this document support Centralina's Diversity, Equity and Inclusion (DEI) Initiative and our core values which guide and reinforce our internal cultural and service commitment. The organization's adopted DEI statement is as follows:

*An inclusive workplace is essential to carrying out Centralina's mission of expanding opportunity and improving quality of life while upholding our core values. Centralina has a responsibility to create and sustain a work environment where employees of all races, ethnicities, nationalities, cultures, religions, gender identities or expressions, sexual orientations, ages, neurodiversities and physical abilities feel safe, respected and empowered to bring their unique identities to work. We welcome the contributions these differences offer and recognize that having an array of perspectives fosters creativity and innovation. To promote diversity, equity and inclusion within our organization, Centralina commits to:*

- *Providing ongoing training and resources on cultural competency and overcoming personal biases;*
- *Zero tolerance for harassment of any kind;*
- *Resolving conflicts and addressing grievances expediently and effectively;*
- *Ensuring equity in hiring, advancement and salary setting practices; and*
- *Regularly reviewing and assessing the organization's cultural inclusivity and sensitivity.*

Centralina has adopted this Plan to ensure that the organization is in compliance with the provisions of federal non-discrimination laws and to guide the organization in its administration and management of its activities. As a recipient of federal funds from various funding sources, Centralina is committed to acting with the highest level of integrity and responsibility to ensure that all activities conducted by the organization are without discriminatory intent, purpose, action or result. This Plan is applicable to all Centralina programs, activities and services (regardless of whether they are federally funded or not); further is applies to all staff, Board members, participants, subrecipients and contractors whether or not the programs, activities and services engaged are federally funded or not.



This Plan is intended to inform and serve three primary audiences and purposes:

4. **General Public & Prospective Employees:** Information on the non-discrimination regulations that Centralina is obligated to follow (due to being a federal fund recipient and a public entity) and how Centralina responds to these requirements via policies, procedures and practices.
5. **Centralina Staff:** As a reference for staff on federal requirements, organizational responsibilities and specific policies, procedures and practices that staff are required to follow related to non-discrimination.
6. **Federal and State Oversight Agencies:** To provide information to state and federal oversight agencies on how Centralina carries out its responsibilities in regard to federal non-discrimination laws.

The Plan will be updated periodically (at least every three years) to incorporate changes and additional responsibilities that arise. The initial Title VI plan was adopted by the Centralina Regional Council Board of Delegates on October 10, 2018; subsequent updates are also subject to approval by the Board.

### **Dissemination and Notices**

This Plan shall be disseminated to Centralina employees via the Policies and Procedures and Employee Handbook upon hire; and shall be provided as a reminder to employees of the policy statement and of the employee's responsibilities in their daily work and duties. Ongoing training shall also be provided to staff as outlined in the Training section.

Title VI information posters and WIOA Equal Opportunity is the Law Notice/Poster shall be prominently and publicly displayed at Centralina's offices and in accordance with 29 CFR.38.35.

The information presented in this Plan is current as of the date of the report and will continue to provide an overview of Title VI and related non-discrimination activities and requirements. However, all of the information is subject to change and revision in accordance with new legislation, rules and policies at the federal, state, or organizational levels, or due to organizational updates of various documents.

### **Plan Implementation**

Implementation of the Plan is supported by the designated Equal Opportunity Officer who has the following responsibilities as summarized below and outlined in future detail throughout the plan:

- Coordinate with Human Resource Manager and Executive Director on updates to the policies, procedures and practices herein;
- Coordinate staff training for new hires and existing staff;
- Receive and investigate complaints of discrimination as outlined in Complaint Policy Section;
- Receive and develop organizational response to requests for

reasonable accommodations made by Centralina staff, Board members, program participants and other individuals engaged in providing or receiving services from Centralina.

Contact information for Centralina's designated Equal Opportunity Officer (or selected designee) shall be available on the organization's website at [www.centralina.org](http://www.centralina.org).

In addition to the EOO, all Centralina executive staff, directors, HR manager and Board officers play a role in supporting the implementation of this plan as noted herein.

## INTRODUCTION

### Overview Of Centralina's Services

Centralina Regional Council (hereinafter referred to as Centralina) is a public organization that was established in 1968 to serve the needs of the greater Charlotte region, including Anson, Cabarrus, Gaston, Lincoln, Iredell, Mecklenburg, Rowan, Stanly and Union counties. Our mission is to strengthen regional collaboration and improve quality of life, which we accomplish in three distinct ways.

- We identify regional opportunities and spark action by facilitating area-wide planning, collaboration and problem-solving.
- We support local governments by giving them the technical support, training and expertise they need to serve their communities.
- We provide direct health, aging and workforce services to individuals. Through these three levels of engagement and impact, we seek to unite our region by a common vision for a thriving and prosperous place to live, work and play.

Our departments and affiliated organizations work across the region to fulfill our mission, leveraging funding from the federal, state, local and philanthropic sources.

- **The Centralina Area Agency on Aging department** identifies needs and delivers critical services to support older and disabled adults. Through programming, planning, technical assistance and direct services, it helps residents feel like valued members of their communities. The department is subrecipient of funds from the U.S. Department of Health and Human Services.
- **The Centralina Workforce Development Board department** solves the needs of employers and career seekers across our region to create a thriving workforce. Through services and programming, it ensures that the development and training needs of our area are met so that we remain a competitive player in the global economy. This department is subrecipient of funds from the U.S. Department of Labor.
- **The Centralina Regional Planning department** fosters collaboration and

looks strategically at our region's interconnected systems of land use, transportation and economy. It helps local governments create places of lasting value through comprehensive and mutually beneficial strategies and results. This department is subrecipient of funds from the U.S. Department of Transportation.

- **The Centralina Community Economic Development department** drives economic prosperity by addressing our regional opportunities and challenges. It offers technical assistance, staff and expertise to communities and helps leverage resources to improve housing, public infrastructure and downtown revitalizations. This department is subrecipient of funds from the U.S. Department of Housing and Urban Development, Community Development Block Grant (CDBG) Program.
- **The Centralina Government Affairs and Member Engagement department** helps us continuously deliver value to member governments and regional stakeholders. It supports our departments and creates opportunities for regional relationship building, information exchange, advocacy, continuing education and strategic support.

*Affiliates:*

- **The Centralina Economic Development District** uses regional collaboration and innovation to create sustainable job growth and a robust regional economy. It leads and coordinates strategic economic planning, implements action plans and offers EDA funding support for economic planning initiatives. The affiliated organization is funded by the U.S. Department of Commerce, Economic Development Administration.
- **The Centralina Foundation** is a 501(c)3 non-profit charitable organization. It helps us explore new partnerships and funding sources that are key to ensuring Centralina has the resources to support ongoing activities and initiatives across our region.
- **The Centralina Clean Fuels Coalition (CCFC)** was designated in April of 2004 as part of the Department of Energy's Clean Cities program. The coalition is housed at Centralina Regional Council, a state-designated lead regional organization in North Carolina comprised of Anson, Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly and Union counties. This affiliated group is funded by the U.S. Department of Energy.

Centralina has a voluntary membership comprised of counties and municipalities from across the Centralina area and is governed by a Board of Delegates. Our region is one of the nation's fastest growing metropolitan areas, making coordination and collaboration on key issues essential to shaping growth and managing change.

Centralina serves the diverse people and communities of the nine-county greater Charlotte region, including minority populations, low-income populations, the elderly, persons with disabilities and other protected classes. Centralina recognizes its responsibility to provide fairness and equity in all of its

programs, services and activities and that it must abide by and enforce federal and state civil rights legislation.

### **Overview: Federal Non-Discrimination Legislation**

The U.S. Congress passed the landmark Civil Rights Act of 1964. President Lyndon Johnson signed the Civil Rights Act of 1964 into law on July 2, 1964. The passage of the Act made entities that receive federal funding, such as Centralina, directly subject to the federal Civil Rights Act and requirements to operate in accordance with federal non-discrimination law. **Current Title VI law requires non-discrimination in all programs and activities, whether federally-funded or not, of those who receive federal funds.** Following the passage of the 1964 Civil Rights Act, the specific applicability of the Act has been clarified or expanded to include more than race, color and national origin. Federal fund recipients must adjust their programs and policies on an ongoing basis to conform with these requirements.

The term “program or activity” and the term “program” mean all of the operations of:

- A department, agency, special purpose district, or other instrumentality of a state or of a local government; or
- The entity of such state or local government that distributes such assistance and each such department or agency (and each other state or local government entity) to which the assistance is extended, in the case of assistance to a state or local government.

*Any part of which is extended federal financial assistance. 42 U.S.C. § 2000d-4a(1)*

Many programs have two recipients. The primary recipient or conduit directly receives the federal financial assistance. The primary recipient then distributes the federal assistance to a subrecipient to carry out a program. Both the primary recipient and subrecipient must act in accordance with Title VI. Centralina is a primary and subrecipient.

By legislative mandate, Title VI examines the following public policy issues:

- Accessibility for all persons
- Accountability in public funds expenditures
- Disparate impact
- Economic empowerment
- Environmental justice
- Infrastructure development
- Minority participation in decision making
- Program service delivery
- Public and private partnerships built in part or whole with public funds
- Equal distribution of federal funds regardless of race, color, or national origin

Title VI was enacted to ensure equal distribution of federal funds regardless of race, color or national origin. Because of this, Title VI:

- Encourages the participation of minorities as members of planning or advisory bodies for programs receiving federal funds.

- Prohibits discriminatory activity in a facility built in whole or part with federal funds.
- Prohibits entities from denying an individual any service, financial aid, or other benefit because of race, color or national origin.
- Prohibits entities from providing a different service or benefit or providing these in a different manner from those provided to others under the program.
- Prohibits entities from requiring different standards or conditions as prerequisites for serving individuals.
- Prohibits locating facilities in any way that would limit or impede access to a federally funded service or benefit.
- Prohibits segregation or separate treatment in any manner related to receiving program services or benefits. Requires assurance of non-discrimination in purchasing of services.
- Requires entities to notify the respective population about applicable programs.
- Requires information and services to be provided in languages other than English when significant numbers of beneficiaries are of limited English-speaking ability.

In addition to Title VI, there are other significant federal civil rights-related and non-discrimination legislation, regulations, executive orders, and federal agency guidance that Centralina is subject to and to which this Plan responds.

**CIVIL RIGHTS RESTORATION ACT OF 1987 (P.L. 100-259):** Clarified the intent of Title VI to include all programs and activities of Federal-aid recipients, sub-recipients, and contractors whether those programs and activities are federally funded or not.

**23 CFR Part 200:** 23 CFR 200 are administration regulations promulgated by the Federal Highway Authority that specify the Title VI implementation requirements for state departments of transportation at state and local levels.

**49 CFR Part 21:** 49 CFR 21 are administration regulations promulgated by the U.S. Department of Transportation that specify the Title VI implementation requirements for state departments of transportation at state and local levels.

**EXECUTIVE ORDER 12250:** (28 CFR 42.401) Department of Justice coordination of enforcement of non-discrimination in federally assisted programs.

**EXECUTIVE ORDER 12898 (EJ) in 1994:** Federal actions to address equity and fairness in minority and low-income populations (“Environmental Justice”) Ensures non-discrimination against minority populations and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on these protected classes.

EXECUTIVE ORDER 13166 (LEP) in 2000: Requires meaningful access to services for people with limited English proficiency by developing reasonable accommodations through which persons who are limited in their ability to communicate in the English language have meaningful access to agency programs and can participate in opportunities for public involvement.

EXECUTIVE ORDER 13985 (ARE) in 2021: Advancing Racial Equity and Support for Underserved Communities Through the Federal Government. Articulates a goal by the Federal government to promote equity for the traditionally underserved populations in the access to economic opportunities and benefits, and to ensure that the programs and activities of Federal agencies are open and inclusive to groups of persons who may be distinguished by their race, color, religion, disability, geographical locations, social class, and lifestyle choices. Among other things, the executive order calls attention to the needs of the rural areas.

## **TITLE VI GENERAL REQUIREMENTS**

### **Certifications and Assurances**

Federal funding agencies require entities applying for financial assistance to enter into standard agreements or to provide written assurances that the recipient will comply with the funding agency's implementing regulations – including non-discrimination under Title

VI. Applications for federal financial assistance must be accompanied by an executed assurance that the funds would be administered in compliance with Title VI non- discrimination regulations.

Centralina is a recipient of federal assistance and as such it, as well as its responsible agents, contractors and consultants, is required to assure non-discrimination.

Centralina hereby gives assurances that no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by Centralina regardless of whether those particular programs and activities are Federally-funded. It is the responsibility of every employee with Centralina and all Centralina external agents to incorporate and implement actions consistent with non-discrimination in programs.

More specifically and without limiting the above general assurance, Centralina hereby gives the following specific assurances:

1. That it will promptly take any measures necessary to effectuate this agreement.
2. That each of Centralina programs, activities and facility will be conducted and or operated in compliance with non-discrimination



requirements under all Federal laws and regulations.

3. That these assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance. These assurances are binding on Centralina, its recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants.
4. That Centralina will insert appropriate non-discrimination clauses in every contract subject to Title VI and the Regulations.
5. Centralina will display Title VI information for employees and the public and information shall be translated into languages other than English as needed and consistent with the Limited English Proficiency (LEP) requirements of Title VI.
6. In the course of conducting public outreach and involvement activities, Centralina shall seek out and consider the input of minority, low income and LEP populations as feasible. Public participation shall be encouraged early and often in consideration of social, economic and environmental impacts on all populations.

#### **Title VI Program Administration and Responsibilities**

Centralina's designated Equal Opportunity Officer (or selected designee) will be responsible for the cross-department coordination of the Title VI program, implementation of related plans and will receive and investigate Title VI complaints that might come through the complaint procedures process. The Equal Opportunity Officer (or selected designee) is also responsible for substantiating that these elements of the plan are appropriately implemented and maintained and for coordinating with those responsible for public outreach and involvement and service planning and delivery.

The Equal Opportunity Officer (or selected designee) has the authority and responsibility to implement the Title VI program by:

- Ascertaining that Centralina operations comply with Title VI requirements.
- Receiving service of process for Title VI lawsuits filed against the agency.
- Addressing Title VI complaints received by the agency in accordance with defined procedures and ensuring that the complaints are processed, investigated, and resolved in a fair and timely manner.
- Discussing significant Title VI implementation issues and challenges with the Executive Director, department directors and others, as necessary.
- Managing a training and ongoing education program for staff, including leading orientation for new Centralina staff on the Title VI program.
- Periodically reviewing the Title VI progress and making recommendations on how the organization can better serve the communities of concern; and

- Integrating best practices and constructive feedback from staff and others into the Title VI program.

**Title VI Notice to the Public**

Centralina has created and will publish and post a public notice of non-discrimination as part of the general requirements of the Title VI plan with the following objectives:

- Ensure that the level and quality of its programs and services are provided in a non- discriminatory manner.
- Promote the full and fair participation by all potentially affected communities in the public involvement process.
- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental impacts, including social and economic effects of its programs, policies and activities on low-income and minority populations.
- Prevent the denial of, reduction in or significant delay in the receipt of benefits of low-income and minority populations; and
- Ensure meaningful access to programs and activities by persons with limited English proficiency (LEP).

Centralina's Title VI Plan and notice of non-discrimination is posted per appendix D.

Centralina's designated Equal Opportunity Officer (or selected designee) shall assist Centralina staff in the creation and dissemination of Title VI Program information to employees, subrecipients, contractors, affected parties and the general public. Public dissemination efforts may include: posting public statements setting forth Centralina's non- discrimination policy; inclusion of Title VI Assurances in related contracts and grants; and publishing a Title VI policy statement on Centralina's website.

Any person that would like to request more information regarding Centralina's civil rights programs, Title VI obligations or who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may contact Centralina's designated Equal Opportunity Officer (or selected designee) to obtain related filing information.

Centralina will provide written translation of vital documents, upon request, in compliance with the Safe Harbor Provision found in FTA Circular 4702.1B, Chapter III, Section 19.

Another Language? [www.centralina.org](http://www.centralina.org) has Google Translate or call 704-372-2416. ¿Otro idioma? [www.centralina.org](http://www.centralina.org) tiene Google Translate o llame al 704-372-2416. Một ngôn ngữ không? [www.centralina.org](http://www.centralina.org) có Google Translate hay gọi 704-372-2416. 另一种语言? [www.centralina.org](http://www.centralina.org) 有谷歌翻译, 或致电 704-372-2416. 另一種語言? [www.centralina.org](http://www.centralina.org) 谷歌翻譯, 或致電 704-372-2416. Une autre langue? [www.centralina.org](http://www.centralina.org) a Google Translate ou appelez 704-372-2416. Другой язык? [www.centralina.org](http://www.centralina.org) имеет Google Translate или позвоните 704-372-2416. ʌᄇᄇᄇ ᄇᄇᄇᄇ? [www.centralina.org](http://www.centralina.org) Google ʌᄇᄇᄇᄇ ʌᄇᄇᄇᄇ 704-372-2416. ʌᄇ ᄇᄇᄇ ᄇᄇᄇ ᄇᄇᄇ. ʌᄇᄇ ᄇᄇᄇᄇ? [www.centralina.org](http://www.centralina.org) ᄇᄇᄇ ᄇᄇᄇᄇ ᄇᄇᄇ ᄇᄇᄇᄇ ᄇᄇᄇᄇᄇᄇ. Outra



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Asụsụ ọzọ? [www.centralina.org](http://www.centralina.org) nwere Google Ịtughari ma ọ bụ na-akpọ 704-372-2416. Miran ti Ede? [www.centralina.org](http://www.centralina.org) ni o ni Google sélédemírán tabi pe 704-372-2416. Luqad kale? [www.centralina.org](http://www.centralina.org) ayaa Google Translate ama wac 704-372-2416.

### **Subrecipients Compliance Procedures**

Centralina works proactively to ascertain that its subrecipients and consultants (“Third Party Participants”) who are engaged to provide any products or services to the agency are informed about federal non-discrimination regulations and are also made aware that they are required to remain in compliance with Title VI throughout the period of their engagement. Compliance by a subrecipient is fostered by direct consultation and facilitated through the actions described below:

- Title VI non-discrimination language is included in Contracts, Request for Proposals (RFP), and Requests for Qualifications (RFQ) for all participants
- Subrecipients and consultants are required to execute a certificate indicating that they are following all the requirements imposed under 49 CFR, Part 21.
- Information regarding subrecipient performance is collected through monthly invoicing and progress reports, and as appropriate, through desk audits or site visits by the project manager and financial audits.
- Any complaints or lawsuits based on an alleged violation of Title VI by a subrecipient are referred to the Equal Opportunity Officer who will investigate and adjudicate the matter.
- Subrecipients or consultants found to be out of compliance with Title VI are advised on how to correct the deficiency. Centralina's Intervention may include providing information, technical assistance, or practical guidance. If, however, the subrecipient or consultant fails to correct the deficiency within a reasonable time, the Equal Opportunity Officer may implement appropriate remedies provided in the executed agreements.

Outreach activities to provide small, disadvantaged, minority, women, and disabled veteran- owned businesses with information about opportunities to compete for consulting contracts.

### **Public Involvement Goals**

Centralina conducts community engagement and public outreach on an ongoing basis through the Area Agency on Aging, Workforce Development Board, Regional Planning, Community and Economic Development and Government Affairs and Member Engagement departments. Public outreach efforts include but are not limited to:

- Public hearing notices, as required by grants

- Community surveys
- Open houses
- Focus groups
- Community education through scheduled speaking opportunities, health fairs etc.

Centralina considers the following guiding principles for public participation:

- Public participation is a dynamic activity that requires teamwork and commitment at all levels of the organization.
- One size does not fit all — input from diverse perspectives enhances the process.
- Effective public outreach and involvement requires relationship building with local governments, stakeholders and advisory groups and others. Engaging interested persons in the issues is challenging, yet possible, by making it relevant, removing barriers to participation, and communicating in clear, compelling language and visuals; and
- An open and transparent public participation process empowers low-income communities and communities of color to participate in decision making that affects them.

Centralina is committed to consistent public participation opportunities and employs the following strategies to encourage an open process:

*Public Education:* Successful and meaningful public participation can only be assured through a public education effort where the issues and complexities of the program areas can be simply explained and openly discussed. Public education will take place through utilizing the Centralina website, public workshops and various media outlets. By increasing publicity and awareness about Centralina programs and activities, more citizens will become educated about the issues.

*Visualization:* To the extent possible, Centralina may employ visualization techniques such as 2D overlays, maps and GIS to improve comprehension of complex issues, particularly as it relates to transportation projects. These techniques further help to promote successful and meaningful public participation.

*Website:* The staff will develop and maintain websites for each of the various program areas (Area Agency on Aging, Workforce Development Board, Regional Planning, Community and Economic Development and Government Affairs and Member Engagement) that contain such information as historical data, published documents, draft documents for review, meeting schedules, reports and links to related internet sites, as well as staff member contact information.

*Board and Committee Meetings:* Centralina has regularly scheduled Board meetings that are open to the public. The meeting schedule is available from the website or by request. Also, meeting agenda and minutes are published

and available online.

*Public Meetings and Workshops:* Centralina hosts a variety of public meetings and workshops across its various program areas that bring diverse groups of stakeholders together for a specific purpose. These meetings are held to engage a wide audience in information sharing and discussion. They can be used to increase awareness of an issue or proposal, and can be a starting point for, or an ongoing means of engaging, further public involvement.

*Media Participation/Public Notification:* Centralina staff may provide the major newspapers and media outlets in the area with timely notice regarding public meetings/workshops. In addition, Centralina may issue press releases about various program activities, which will include information on the meeting date(s) and time(s) and other pertinent information. (Please note that press releases do not guarantee that any of the media agencies contacted will actually publish or announce the press release).

### **Language Assistance Plan for Persons with Limited English Proficiency (LEP)**

Title VI also prohibits discrimination against persons with limited English proficiency (LEP). LEP status includes persons who do not speak English as their primary language and who have limited ability to read, write, speak or understand English. LEP persons are entitled to free language assistance.

Because of language differences and the inability to effectively speak or understand English, persons with LEP may be subject to exclusion from programs or activities, experience delays or denials of services. These individuals may be entitled to language assistance with respect to a particular type of service. The federal government and those receiving assistance from the federal government must take reasonable steps to ensure that LEP persons have meaningful access to the programs, services and information those entities provide.

Executive Order 13166 directs federal agencies to “implement a system by which (limited English-proficient or ‘LEP’) persons can meaningfully access... services consistent with, and without unduly burdening, the fundamental mission of the agency.” When read in its entirety and interpreted consistently with Title VI, the Executive Order applies to all programs and activities of a federal agency.

Federal guidance outlines a four-factor analysis to determine appropriate services for persons with limited English proficiency.

### **Four Factor Analysis**

#### ***Factor No. 1: Number of LEP Persons in Service Region***

Centralina is a regional council of cities, towns, and counties in the nine-county area consisting of Anson, Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly and Union counties. Per the 2020 American Community Survey Five-Year Estimate, 9.08% of the region's population speaks

Spanish at home. No other ethnicity has a sizable LEP population. Based on a cumulative analysis of our programs, the main non-English speaking group that uses our programs is Spanish-speaking.

Centralina is committed to breaking down language barriers by implementing consistent standards of language assistance, as needed, across its program areas.

**Factor No. 2: Frequency with which LEP Persons come into contact with Centralina services and programs**

There are a large number of places where the residents of the greater Charlotte Region can come into contact with Centralina programs and services including public informational meetings, printed out-reach materials, web-based outreach materials, and communication with Centralina staff.

In the history of records of Centralina activities, there have been few requests for translations of documents or for special accommodations at public meetings. However, Centralina serves the entire community and outreach activities have been and will continue to be proactive in reaching traditionally underserved populations including people with low English proficiency. Centralina will regularly review the need for further outreach to ensure full participation in program activities by all interested people.

**Factor No. 3: The Nature and Importance of the Programs and Services Provided by Centralina**

The mission of Centralina is to lead regional collaboration and spark local action to expand opportunity and improve quality of life. We do this by finding innovative solutions to existing and future challenges and coordinating long-term strategies across public and private sectors at the local, state and federal levels. Centralina does not provide immediate or emergency services or assistance, such as medical treatment, food provision, or mobility operations. Delay of access to the programs would not unduly harm LEP persons.

The public participation processes that take place related to Centralina programs and services provides the region with a consensus on what the major issues facing the region are and what the focus of possible improvements should be.

If limited English is a barrier to using the programs/services provided by Centralina then the consequences for the individual are the limited ability to provide review and comment regarding proposed actions. Without sufficient services, the intent to foster early and meaningful discussions so that the public is made a partner in the decision-making process will be hindered.

Recognizing this as a key factor, Centralina is committed to breaking down language barriers by implementing consistent standards of language assistance, as needed, across its program areas.

**Factor No. 4: Resources Available to Centralina and Costs to Assure Meaningful Access to the Program by LEP Persons.**

In response to the significant Spanish-speaking population in the Centralina region, Centralina has a Spanish version of its website and vital documents and materials can be translated upon request. In addition, Centralina has a translation assistance service on-call and staff members who are bilingual in English and Spanish are available to translate. If other significant populations of LEP persons are identified based on future releases of Census data, Centralina will consider additional targeted measures to serve those populations. Centralina's outreach efforts ensure residents who are not proficient in English can effectively participate in Centralina's planning processes. Centralina ensures that all significant language groups are identified and incorporated into the public participation plan.

Centralina staff will be trained to understand their obligations to provide meaningful access to information and services for LEP persons. Any sub-grantees will be required to comply with Title VI and its accompanying regulations.

Questions, concerns, comments or requests can be made to Centralina's designated Equal Opportunity Officer (or selected designee):

- In-person: Centralina office location
- By phone: 704-372-2416, 1-800-508-577 (Centralina Area Agency on Aging Toll-Free Help Line)
- By email: [admin@centralina.org](mailto:admin@centralina.org)
- By fax: 704-347-4710

**Environmental Justice**

Centralina seeks to improve social equity in accordance with our organizational values, as supported by Executive Order 12898 and EO 13985. Centralina conducts all programs, policies and activities in a manner that ensures such programs, policies and activities do not have the effect of excluding persons (including populations) from participation in, denying persons (including populations) the benefits of, or subjecting persons (including populations) to discrimination under, such programs, policies and activities, because of their race, color or national origin.

The guiding Environmental Justice principles followed by Centralina are summarized as follows:

- To avoid, minimize or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.
- To ensure the full and fair participation by all potentially affected communities in decision making processes; and

- To prevent the denial of, reduction in or significant delay in the receipt of benefits by minority and low-income populations.

Centralina will follow and comply with these Environmental Justice principles in the following ways:

4. *Identify Populations:* When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
5. *Assess Impact and Mitigation:* If a disproportionate effect is anticipated, following mitigation procedures.
6. *Assessment of Mitigation Efforts:* If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Centralina staff will be trained to understand their obligations to provide meaningful access to information and services and in gaining a better understanding of the environments and settings that describe underserved communities. All staff, even if they do not interact regularly with underserved communities, will be fully aware of and understand these requirements so they can reinforce its importance and ensure its implementation. In-depth training will be provided for staff that may have more frequent contact with underserved communities.

Questions, concerns, comments or requests can be made to Centralina's designated Equal Opportunity Officer (or selected designee):

- In-person: Centralina office location
- By phone: 704-372-2416, 1-800-508-577 (Centralina Area Agency on Aging Toll-Free Help Line)
- By email: [admin@centralina.org](mailto:admin@centralina.org)
- By fax: 704-347-4710

## COMPLAINT POLICY AND PROCEDURE

Any person who believes that he or she, as a member of a protected class, has been discriminated against based on race, color, or national origin or Limited English Proficiency in violation of Title VI of the Civil Rights Act of 1964, as amended and its related statutes, regulations and directives, the Civil Rights Restoration Act of 1987, as amended, or any other state or federal non-discrimination statute, may submit a complaint. A complaint may also be submitted by a representative on behalf of such a person.

Any persons who file discrimination complaints will be allowed to maintain active participation in the programs, services or activities in which they are participating while their complaints are being processed.

It is the policy of Centralina to conduct a prompt and impartial investigation of



all allegations of discrimination and to take prompt effective corrective action when a claim of discrimination is substantiated.

### **Complaint Procedures**

Any such complaint shall follow the procedures below:

1. *Filing a Complaint:* Any individual who feels that they have been discriminated against may submit a complaint to Centralina's designated Equal Opportunity Officer (or selected designee). If the complaint is communicated to another Centralina staff member it shall be directed to Centralina's designated Equal Opportunity Officer (or selected designee) upon receipt.
2. *Timeline to File:* The complaint should be submitted within 180 days of the alleged discrimination. If the alleged act of discrimination occurred more than 180 days, the complainant must explain the reason for the delay in filing the complaint.
3. *Instructions to File:* Individuals who wish to file a complaint may use the designated Complaint Form. However, individuals are not required to use this form and may utilize alternative formats to file a complaint. In general, the complaint shall include the name, address and contact information of the individual that has a complaint and a description of the alleged discriminatory conduct including the date of harm. An individual submitting a complaint alleging discrimination may include any relevant evidence, including the names of witnesses and other supporting documentation. Failure to provide complete information may delay the investigation of the complaint.
4. *Request for Language Access and/or Reasonable Accommodation or Modification:* If necessary, the complainant may request a reasonable accommodation or modification for filing the complaint. The complainant may similarly request assistance in filing the complaint if they have limited English proficiency. In both cases, the complainant must request accommodation or language assistance to the Equal Opportunity Officer in adherence with the timeline to file guidelines noted in #2 above.

These procedures do not deny the right of the complainant to file formal complaints with other state or Federal agencies or to seek private counsel for complaints alleging discrimination.

Every effort will be made to resolve complaints informally at the organizational level. The option of information mediation meetings between the affective parties and a designated mediator may be utilized for resolution.

### **Receipt and Verification of Complaints**

The following is a description of how a discrimination complaint will be handled once received by Centralina.

1. *Initial Written Notice to Complainant:* The complainant will be notified in writing by Centralina's designated Equal Opportunity Officer (or selected designee) within 10 business days of receipt of the complaint. The EOO will determine if the matter is outside the scope or jurisdiction. If the matter is determined to be within the scope and jurisdiction, the EOO will notify the complainant, HR manager and the Executive Director and begin an investigation of the complaint.
2. *Investigation:* Within 60 days of the receipt of the complaint, Centralina's designated Equal Opportunity Officer (or selected designee) will conduct an investigation of the allegation based on the information provided. Centralina's designated Equal Opportunity Officer (or selected designee) may also assign a capable person to investigate the complaint. The designated investigator will conduct an impartial and objective investigation and collect factual information. If the investigation requires additional time beyond the 60 days after the filing of the complaint, the investigator shall notify the complainant in writing with the approximate timeline for concluding the investigation. If more information is needed to resolve the case, the investigator may contact the complainant. Failure by the complainant to cooperate or to provide the requested information by a specified date may result in the administrative closure of the complaint.
3. *Confidentiality:* A complainant's identity shall be kept confidential except to the extent necessary to conduct an investigation. All complaints shall be kept confidential.
4. *Concluding the Investigation & Related Documentation:* At the conclusion of its investigation, the investigator will prepare a written response to the complainant that is either a closure letter or a letter of finding (LOF). The decision letter shall be provided to Centralina's Executive Director for review and signature.
  - A closure letter shall summarize the allegations, investigation process and main findings that led to the conclusion of no discrimination or violation of federal law. Centralina will consider the complaint resolved.
  - A LOF shall summarize the allegations, investigation process and main findings that led to the conclusion that discrimination did occur. The LOF shall also outline
  - Centralina's proposed corrective action, if any. Following the implementation of any corrective actions, Centralina will consider the complaint resolved.
  - The complainant may request a meeting with the investigator to review the investigation documentation and findings.

### **Request for Reconsideration and Appeals**

*Reconsideration:* If the complainant disagrees with the response, they may request reconsideration by submitting the request in writing, to Centralina's



Executive Director within 10 calendar days after receipt of the response. The request for reconsideration shall be sufficiently detailed to contain any items the complainant feels were not fully understood or responded to. The Executive Director shall conduct a full review of the complaint and supporting documentation prior to making a decision. The Executive Director will notify the complainant of his or her decision either to accept or reject the request for reconsideration within ten (10) calendar days.

*Appeals:* If the request for reconsideration is denied, the complainant may appeal Centralina's Executive Director's response by submitting a written appeal to Centralina Board of Delegates Chairperson no later than 10 calendar days after receipt of Centralina's Executive Director's written decision rejecting reconsideration. The Chairperson shall conduct a thorough review of all of the materials and documentation associated with the case prior to making a decision.

The complainant may also file an external Title VI complaint or appeal Centralina's decision with other state or Federal agencies, as noted in the Title VI Notice to the Public.

### **Dismissal of Complaints**

A complaint may be dismissed for the following reasons:

- The complainant requests the withdrawal of the complaint.
- The complainant fails to respond to repeated requests for additional information needed to process and investigate the complaint.
- The complainant cannot be located after reasonable attempts.

### **Retaliation**

The laws enforced by Centralina prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. No one may intimidate, threaten, coerce or engage in other discriminatory conduct against anyone because they have taken action or participated in an action to secure rights protected by the civil rights laws.

Any individual alleging such harassment or intimidation may submit a complaint by following the procedure outlined above.

### **Records**

All records and investigative working files are maintained in a confidential area. Records are kept for the designated period of time.

Centralina shall prepare and maintain a complaint log of alleged discrimination to include:

- Active investigations conducted by federal agencies and entities;
- Lawsuits; and
- Complaints naming the recipient.

This list shall include the date that the related Title VI investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the

investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint. This list shall be included in the Title VI Program that is submitted to funding agencies, as requested.

## **TITLE VI AND NON-DISCRIMINATION TRAINING**

Centralina is responsible for overall Title VI related training and staff development for Centralina employees. Centralina will organize and conduct a minimum of one internal Title VI non-discrimination training session annually. New employees will be provided with education and literature at new employee orientation. The annual training will cover topics such as:

- Overview of Title VI and the Civil Rights Act of 1964;
- Title VI Program Expectations;
- The rights of individuals with disabilities to receive reasonable accommodations and modifications;
- The obligation of Centralina and its staff and managers to engage in an interactive process to determine the appropriate reasonable accommodation when necessary and the policies and procedures developed regarding notice and communication;
- Limited English Proficiency (LEP) guidelines
- Environmental Justice principles
- The obligation of Centralina and its staff and managers to refrain from intimidation and retaliation for protected activity.

Additionally, Centralina will ensure its designated Equal Opportunity Officer (or selected designee) receives the appropriate training regarding their responsibilities and obligations.

Centralina employees will be required to sign an acknowledgment of receipt indicating they have received and understand the information presented.

Centralina employees will be expected to follow the Title VI and non-discrimination plan and guidelines set forth. In addition, Centralina employees will be expected to make every effort to alleviate any barriers to service or program use that would restrict public access or usage, take prompt and reasonable action to avoid and minimize discrimination incidences and immediately notify the Equal Opportunity Officer (or selected designee), of any questions, complaints or allegations of discrimination.

# APPENDICES

## Appendix A: Centralina's Original Board Adopted Resolution



### **A RESOLUTION REGARDING TITLE VI AND ADOPTION OF A TITLE VI POLICY STATEMENT**

**WHEREAS**, the Centralina Council of Governments (Centralina COG) is the state-designated lead regional organization for the nine-county region in and around Charlotte, North Carolina; and

**WHEREAS**, Centralina COG's role is to coordinate the efforts of federal, state and local governments and organizations to grow our region's economy and jobs, control the cost of government and improve quality of life; and

**WHEREAS**, to fund its many program activities and initiatives, Centralina COG receives direct or pass-through federal funding from agencies such as the US Department of Transportation (Federal Highway Administration and Federal Transit Administration); the US Department of Health and Human Services; and the US Department of Labor; and

**WHEREAS**, Centralina COG, as a recipient and sub-recipient of federal funding will ensure full compliance with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color and national origin, specifically 42 USC 2000d, which states that:

*No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and*

**WHEREAS**, Centralina COG will also comply with the Title VI of the Civil Rights Act of 1964, as amended and its related statutes, regulations and all additional protections set forth; and

**WHEREAS**, Centralina COG has developed a Title VI Policy Statement that will direct the administration and implementation of the Title VI of the Civil Rights Act of 1964 within the organization and authorizes Centralina COG's Executive Director to further develop and provide any other Title VI assurances, plans and programs, as required.

**NOW, THEREFORE, BE IT RESOLVED**, that Centralina COG certifies that it will comply with the provisions of the Title VI of the Civil Rights Act of 1964 (as amended) and the associated responsibilities of the law and adopts the 2018 Title VI Policy Statement.

*Approved by the Centralina Board of Delegates October 10, 2018*

**Appendix B: Title VI Plan Acknowledgment**

I hereby acknowledge my review and approval of Centralina's Title VI Plan 2022-2025. As Centralina's Executive Director and Authorizing Official, I am committed to ensuring that no person is excluded from participation in or denied the benefits of Centralina's programs or services on the basis of race, color, national origin as protected by Title VI and all other State or Federal statutes and regulations.

\_\_\_\_\_  
Signature of Executive Director

\_\_\_\_\_  
Date

## **Appendix C: Title VI Notice to the Public**

It is the policy of Centralina to operate its programs and services in full compliance with Title VI of the Civil Rights Act of 1964, as amended and its related statutes, regulations and directives, the Civil Rights Restoration Act of 1987, as amended, and all other State and Federal non-discrimination statutes which require that no person shall, on the basis of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity which is federally funded.

Toward this end, it is Centralina's objective to:

- Ensure that the level and quality of its programs and services are provided in a non-discriminatory manner;
- Promote the full and fair participation by all potentially affected communities in the public involvement process;
- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental impacts, including social and economic effects of its programs, policies and activities on low-income and minority populations;
- Prevent the denial of, reduction in or significant delay in the receipt of benefits of low-income and minority populations; and
- Ensure meaningful access to programs and activities by persons with limited English proficiency (LEP).

Centralina's designated Equal Opportunity Officer (or selected designee) is responsible for initiating and monitoring Title VI activities, preparing required reports and ensuring that Centralina adheres to applicable laws and regulations.

Any person that would like to request more information regarding Centralina's civil rights programs, Title VI obligations or who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may contact Centralina's designated Equal Opportunity Officer (or selected designee) and/or file a formal complaint directly with one or more of the following:

- Centralina Regional Council, ATTN: Equal Opportunity Officer, 10735 David Taylor Drive, STE 250, Charlotte, NC 28262
- CATS, via:
  - Telephone at (704) 336- RIDE(7433) TDD: (704) 336-5051
  - Internet at [www.ridetransit.org](http://www.ridetransit.org)
  - E-mail at [telltransit@charlottenc.gov](mailto:telltransit@charlottenc.gov)
  - U.S. Mail at ATTN: CATS Civil Rights Officer, 600 East Fourth Street, Charlotte, NC 28202
- Federal Transit Administration (FTA) Office for Civil Rights, ATTN: Complaint Team, East Building, 5<sup>th</sup> Floor – TCR, 1200 New Jersey Ave., SE, Washington, DC 20590

## **Appendix D: Title VI Notice to the Public – List of Locations**

Centralina's Title VI notice to the public will be posted at the following locations:

- Centralina's reception or lobby area
- Centralina's copy or break room
- Centralina's meeting and conference rooms
- Centralina's website: [www.centralina.org](http://www.centralina.org)

**Appendix E: Title VI Complaint Form**

**CENTRALINA’S TITLE VI COMPLAINT FORM**

**Section I:**

Any person who believes that he or she, as a member of a protected class, has been discriminated against, may file a written complaint with Centralina within 180 days after the discrimination occurred. Persons needing translation, accessible format or other assistance, may contact (704) 372-2416.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_

Email: \_\_\_\_\_

**Section II:**

Are you filing this complaint on your own behalf? (circle yes or no)		Yes*	No
Yes	*If you answered “yes” to this question, please proceed to Section III.		
No	If you answered “no”, please state the name of and relationship you have to the person for whom you are filing this complaint.		Name: Relationship:
	Please explain why you have filed for a third party:		
	Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.		Yes

**Section III:**

I believe the alleged discrimination experienced was based on (circle all that apply):									
<b>Title VI</b>					<b>Other Non-Discrimination Statutes</b>				
Race	<input type="checkbox"/>	Color	<input type="checkbox"/>	National Origin	<input type="checkbox"/>				
								LEP	<input type="checkbox"/>
								*Other	<input type="checkbox"/>
*If you selected “Other,” please explain:									
Date of Alleged Discrimination (Month/Day/Year):									





**Section IV:**

Have you filed this complaint with any other Federal, State or local agency, or with any Federal or State court?	Yes	No
Federal Agency: _____ State Agency: _____		
Federal Court: _____ State Court: _____		
Local Agency: _____		

**Section V:**

Have you <u>previously</u> filed a discrimination complaint with Centralina?	Yes	No
Have you discussed the complaint with an Centralina representative?	Yes*	No
If yes, please provide the name, position and date of discussion:		

***You may attach any written materials or other information that you think is relevant to your complaint.***

*By signing below, you acknowledge that the information in this complaint is true and accurate to the best of your knowledge and belief.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MAIL OR DELIVER COMPLAINT FORM TO:**

Centralina Regional  
 Council ATTN: Equal  
 Opportunity Officer 10735  
 David Taylor Drive, STE 250  
 Charlotte, NC 28262

Appendix F: Title VI Complaint Log

**CENTRALINA’S TITLE VI TRANSIT-RELATED INVESTIGATIONS, LAWSUITS, and COMPLAINT LOG**

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
<b>Investigations</b>				
1.				
2.				
<b>Lawsuits</b>				
1.				
2.				
<b>Complaints</b>				
1.				
2.				

No new transit-related cases at this time.

*By signing below, you acknowledge that the information in this form is true and accurate to the best of your knowledge and belief.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Appendix G: Maps for LEP and EJ Areas**

Centralina is charged with evaluating plans and programs for Environmental Justice (EJ) sensitivity and expanding outreach efforts to limited English proficient individuals, low- income, minority, and other potentially disadvantaged populations. Centralina collects relevant data from the U.S. Census Bureau. Using this data, Centralina is able to create a snapshot of the region, mapping the locations of identified EJ and limited English proficiency populations.

Centralina maintains data on populations such as the following, which is available for review by the public upon request:

- Percent of non-English speaking
- Percent of population in poverty
- Percent of African-American population
- Percent of Asian population
- Percent of population age 65+

# SUPPLEMENTAL INFORMATION

## 1. Public Participation Plan

Transit related outreach activities in the Charlotte Urbanized Area

## 2. Membership of Non-Elected Committees & Councils

Centralina Board of Delegates are elected officials that are appointed to serve by their jurisdiction.

## 3. Service Animal Accommodation Policy

## **CONNECT Beyond: A Regional Mobility Initiative**

### **Outreach Initiatives in Charlotte Urbanized Area**

Event Name	Date	Number of Attendees
CONNECT Beyond Kickoff	2/24/2020	69
Big Plans Coordination Call - April 2020	4/3/2020	
Big Plans Coordination Call - May 2020	5/1/2020	
Charlotte Regional Alliance For Transportation (CRAFT) Meeting - May 2020	5/19/2020	
CONNECT Beyond Technical Advisory Committee Meeting #1	5/21/2020	32
CONNECT Beyond Policy Advisory Committee Meeting #1	5/22/2020	20
Big Plans Coordination Call - June 2020	6/5/2020	
CONNECT Beyond Technical Advisory Committee Meeting #2	6/24/2020	27
Metropolitan Transit Commission Meeting - June 2020	6/24/2020	
Big Plans Coordination Call - July 2020	7/10/2020	
Big Plans Coordination Call - August 2020	8/7/2020	
Charlotte Moves Task Force Meeting - August 2020	8/20/2020	
CONNECT Beyond Technical Advisory Committee Meeting #3 (Charlotte Regional Transportation Planning Organization)	9/3/2020	66
CONNECT Beyond Technical Advisory Committee Meeting #3 (Rock Hill - Fort Mill Area Transportation Study)	9/3/2020	22
Big Plans Coordination Call - September 2020	9/4/2020	
Centralina Mobility Management Team Meeting - September 2020	9/15/2020	
CONNECT Beyond Technical Advisory Committee Meeting #3 (Cabarrus Rowan Metropolitan Planning Organization)	9/16/2020	17
CONNECT Beyond Technical Advisory Committee Meeting #3 (Gaston-Cleveland-Lincoln Metropolitan Planning Organization)	9/16/2020	32
CONNECT Beyond Technical Advisory Committee Meeting #3 (Rocky River Rural Planning Organization)	9/18/2020	4
Charlotte Regional Alliance For Transportation (CRAFT) Meeting - September 2020	9/22/2020	
Charlotte Comp Plan/CONNECT Beyond Discussion	9/23/2020	
A Conversation on Regional Mobility (Policy Advisory Committee Meeting #2)	9/30/2020	58
Big Plans Coordination Call - October 2020	10/2/2020	
CONNECT Beyond TDM Coordination	10/8/2020	
CONNECT Beyond & Beyond 77 Coordination	10/22/2020	
CONNECT Beyond Transportation Planning Agency Convening	10/27/2020	
Big Plans Coordination Call - November 2020	11/6/2020	
CONNECT Beyond / CATS Long-Term Project Coordination	11/15/2020	
CONNECT Beyond: TDM Advisors' Convening	11/18/2020	
CONNECT Beyond : Commuter Rail Engagement	11/23/2020	
CONNECT Beyond Facebook Live Event - "The Future of High Capacity Transit" (Español)	12/10/2020	

Event Name	Date	Number of Attendees
CONNECT Beyond Facebook Live Event - "The Future of High Capacity Transit" (English)	12/10/2020	
CONNECT Beyond/TPO FY 22 Work Program Development	12/11/2020	
Centralina Mobility Management Team Meeting - December 2020	12/15/2020	
Monroe Noon Rotary Club Meeting	12/22/2020	14
CONNECT Beyond Joint Advisory Committee Meeting	1/13/2021	75
Integrated Bus Strategies Meeting #1: Interviews	2/10/2021	23
Rural-Urban Connections Meeting #1: Data Gathering	2/15/2021	20
Monthly Regional Managers Meeting	2/17/2021	
Regional Managers Group Meeting	2/17/2021	
Integrated Bus Strategies Meeting #2: S.W.O.T. Analysis Workshop	2/26/2021	18
Integrated Bus Strategies Meeting #3: Long-Range Planning Interactive Workshop (Remix)	3/12/2021	21
Transportation Demand Management Stakeholder Meeting 1	3/15/2021	22
Rural-Urban Connections Meeting #2	3/16/2021	28
Charlotte Regional Alliance For Transportation (CRAFT) Meeting - March 2021	3/23/2021	
CONNECT Beyond Joint Advisory Committee Meeting	3/24/2021	83
Transportation Demand Management Stakeholder Meeting 2	3/30/2021	17
Rural-Urban Connections Meeting #3: Short- & Long-Term Recommendations	4/6/2021	21
Transportation Demand Management Stakeholder Meeting 3	4/12/2021	18
Centralina Economic Development Commission	4/15/2021	25
Funding and Partnerships Working Group Meeting	4/22/2021	10
CONNECT Beyond Joint Advisory Committee Meeting	4/28/2021	80
Charlotte Mecklenburg Planning Commission	5/3/2021	45
Rural Focused Conversation with Elected Officials	5/18/2021	2
Urban / HCT Focused Conversation with Elected Officials	5/18/2021	8
Joint MPO/RPO Policy Committee Meeting	5/19/2021	15
Joint MPO/RPO Technical Coordinating Meeting	5/19/2021	65
Regional Planner Roundtable Meeting	5/19/2021	65
Funding and Partnerships Working Group Meeting	5/20/2021	10
Charlotte City Council Transportation and Environment Committee	5/24/2021	10
Charlotte Regional Alliance For Transportation (CRAFT) Meeting - May 2021	5/25/2021	30
CONNECT Beyond Joint Advisory Committee Meeting	5/26/2021	80
Metropolitan Transit Commission	5/26/2021	30
CONNECT Beyond Joint Advisory Committee Meeting	6/9/2021	66
Centralina Mobility Management Team Meeting - June 2021	6/15/2021	
CONNECT Beyond Joint Advisory Committee Meeting	7/22/2021	73
Centralina Board of Delegates	8/11/2021	
Centralina Mobility Managers Meeting	8/18/2021	
Charlotte Regional Transportation Coalition	8/24/2021	



Event Name	Date	Number of Attendees
CRTPO TCC	9/2/2021	
Charlotte City Council - Working Session	9/7/2021	
Centralina Executive Board	9/8/2021	
CRTPO Policy Board	9/15/2021	65
Sustain Charlotte Board	9/15/2021	19
Union County - Centralina Delegate/Manager	9/15/2021	
Mecklenburg County - Centralina Delegate/Manager	9/15/2021	
Iredell County - Centralina Delegate/Manager	9/15/2021	
Metropolitan Transit Commission	9/22/2021	
Charlotte Regional Alliance For Transportation (CRAFT) Meeting - September 2021	9/28/2021	
CONNECT Beyond Joint Advisory Committee Meeting	9/29/2021	93
TPO Staff Meeting	9/30/2021	4
Concord Kannapolis Area Transit Commission	10/13/2021	
Centralina Board of Delegates	10/13/2021	
Cabarrus County Elected Officials Summit	10/20/2021	
CRTPO Transportation Staff Meeting	10/20/2021	33
Metropolitan Transit Commission	10/27/2021	
CRTPO TCC	11/4/2021	
Charlotte Regional Business Alliance Young Professionals Group	11/10/2021	
Pineville Chamber of Commerce	11/10/2021	
Charlotte Regional Business Alliance - EDAC Meeting	11/12/2021	
CRTPO Policy Board	11/17/2021	
Charlotte Regional Alliance For Transportation (CRAFT) Meeting - November 2021	11/30/2021	
WTS Program Keynote (Women's Transportation Seminar)	2/24/2022	30
CPCC	2/25/2022	5
West Charlotte Neighborhood Coalition	3/1/2022	25
Centralina Mobility Managers Meeting	3/15/2022	25
Charlotte Regional Alliance For Transportation (CRAFT) Meeting - March 2022	3/22/2022	25
NC Public Transit Association Conference	4/12/2022	30
NCAMPO	4/21/2022	
Charlotte Regional Alliance For Transportation (CRAFT) Meeting - May 2022	5/24/2022	25
Centralina Mobility Managers Meeting	6/14/2022	
TPO CONNECT Beyond Coordination Meeting	7/6/2022	6
Fort Mill Economic Partners	9/20/2022	15
Centralina Mobility Managers Meeting	9/20/2022	25
Charlotte Regional Alliance For Transportation (CRAFT) Meeting - September 2022	9/27/2022	25



# 2022 CENTRALINA DELEGATES

1. **Anson County**, *Commissioner Jarvis Woodburn*
2. **Cabarrus County**, *Commissioner Lynn Shue*
3. **Gaston County**, *Commissioner Bob Hovis*
4. **Iredell County**, *Commissioner Gene Houpe*
5. **Lincoln County**, *Commissioner Cathy Davis*
6. **Mecklenburg County**, *Commissioner Elaine Powell*
7. **Stanly County**, *Commissioner Peter Ascitutto*
8. **Union County**, *Commissioner David Williams*
9. **Albemarle**, *Council Member Martha Sue Hall*
10. **Ansonville**, *No appointment made to date*
11. **Badin**, *Council Member Larry Milano*
12. **Belmont**, *Mayor Charlie Martin*
13. **Bessemer City**, *Council Member Kay McCathen*
14. **Charlotte**, *Council Member Dante Anderson*
15. **Cherryville**, *Mayor H.L. Beam*
16. **Cleveland**, *Mayor Patrick Phifer*
17. **Concord**, *Council Member Andy Langford*
18. **Cornelius**, *Commissioner Michael Osborne*
19. **Cramerton**, *Mayor Nelson Wills*
20. **Dallas**, *Mayor Rick Coleman*
21. **Davidson**, *Commissioner Autumn Michael*
22. **East Spencer**, *Mayor Pro Tem Shawn Rush*
23. **Faith**, *Aldерwoman Jayne Lingle*
24. **Gastonia**, *Council Member Jennifer Stepp*
25. **Granite Quarry**, *Mayor Brittany Barnhardt*
26. **Harrisburg**, *Mayor Jennifer Teague*
27. **Huntersville**, *Mayor Pro Tem Stacy Phillips*
28. **Indian Trail**, *Council Member Crystal Buchaluk*
29. **Kannapolis**, *Mayor Darrell Hinnant*
30. **Kings Mountain**, *No appointment made to date*
31. **Landis**, *Aldерwoman Katie Sells*
32. **Lilesville**, *Commissioner Michael Henry*
33. **Lincolnton**, *Council Member Christine Poinsette*
34. **Locust**, *Council Member Rusty Efirid*
35. **Lowell**, *Mayor Sandy Railey*
36. **Marshville**, *Council Member Paulette Blakeney*
37. **Marvin**, *Council Member Wayne Deatherage*
38. **Matthews**, *Commissioner Ken McCool*
39. **McAdenville**, *Council Member Jay McCosh*
40. **Midland**, *Council Member Richard Wise*
41. **Mineral Springs**, *Council Member Janet Critz*
42. **Mint Hill**, *Commissioner Tony Long*
43. **Misenheimer**, *Council Member Jeff Watson*
44. **Monroe**, *Mayor Pro Tem Gary Anderson*
45.  **Mooresville**, *Commissioner Bobby Compton*
46. **Morven**, *Council Member Corinthia Lewis-Lemon*
47. **Mount Holly**, *Council Member Christina Pawlish*
48. **Norwood**, *Commissioner Wes Hartsell*
49. **Oakboro**, *No appointment made to date*
50. **Pineville**, *Council Member Amelia Stinson-Wesley*
51. **Ranlo**, *Commissioner Katie Cordell*
52. **Richfield**, *No appointment made to date*
53. **Salisbury**, *Mayor Karen Alexander*
54. **Spencer**, *Aldерwoman Pat Sledge*
55. **Stallings**, *Mayor Pro Tem David Scholl*
56. **Stanfield**, *Mayor Pro Tem James Kluttz*
57. **Stanley**, *No appointment made to date*
58. **Statesville**, *Council Member Joe Hudson*
59. **Troutman**, *Council Member Jerry Oxsher*
60. **Wadesboro**, *Mayor Bill Thacker*
61. **Waxhaw**, *Commissioner Pedro Morey*
62. **Wingate**, *Mayor Gary Hamill*

<https://centralina.org/wp-content/uploads/2022/10/Meet-the-Board-2022.pdf>

## **Service Animal Accommodation Policy**

An employee's request to bring a service animal to work will be assessed and processed on a case-by-case basis as any other request for reasonable accommodation. If permission is granted, the provisions outlined below for visitors will apply, in addition to any other requirements specific to the case.

### Visitors to Centralina Regional Council's Office (10735 David Taylor Drive, Charlotte, NC)

Service animals may accompany visitors to the Centralina Regional Council office. The term "service animal" is used to include any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. Dogs whose sole function is for crime deterrence, comfort, or emotional support are not considered service animals, and will be excluded.

A service animal may be removed from the Centralina office if the animal:

- is not under the control of the visitor;
- is not housebroken;
- exhibits aggressive behavior such as snarling, biting, scratching, or teeth barking;
- is excessively noisy; or
- otherwise poses a direct risk to the health or safety of people or other service animals.

The animal may not be permitted in certain parts of the office.



# **CENTRALINA**

## **REGIONAL COUNCIL**

### **Item 3**



**Executive Board Virtual Meeting Minutes  
November 9, 2022**

Officers Present	Board Members Present	Board Members Not Present	Centralina Staff and Guests Present
Bobby Compton, Chairman Jay McCosh, Vice Chairman Jarvis Woodburn, Secretary / Interim Treasurer	Peter Ascitutto Martha Sue Hall Darrell Hinnant Bob Hovis Corinthia Lewis- Lemon Lynn Shue Jennifer Stepp	Karen Alexander Dante Anderson Brittany Barnhardt Cathy Davis Gene Houpe Pedro Morey Christine Poinsette Elaine Powell Amelia Stinson- Wesley David Williams	Christina Danis Geraldine Gardner Michelle Nance Denise Strosser Kelly Weston Michele Yard  <b>Guests</b> Dan Gougherty, Cherry Bekaert, LLP Tom Kincaid, City of Kannapolis Leslie Mazingo, Strategics Consulting

**Call to Order**

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

Kelly Weston, Clerk to the Board, called roll and noted that a quorum was not present.

Chairman Compton explained that all items would be presented as information and voted on later in the meeting once a quorum was established.

**Moment of Silence**

Chairman Compton called for a moment of silence.

**Amendments to the Agenda.**

There were no amendments to the agenda.

**Consent Agenda**

**1. Approval of the September 14, 2022 Executive Board Meeting Minutes**

**2. FY2 Audit Report**

Dan Gougherty, Cherry Bekaert, LLP, presented highlights from the audit report.

Mayor Pro Tem Martha Sue Hall, City of Albemarle, congratulated Centralina on its healthy fund balance.

In response to a question from Mayor Pro Tem Hall, Denise Strosser, Finance Director, explained Centralina is at the end of its three-year contract with Cherry Bekaert.

Geraldine Gardner, Executive Director, added that at a 2020 Executive Board meeting, staff sought the Board's guidance on setting a fund balance target of 15%. She noted that if the Board would like to revisit this discussion, staff will place the item on the agenda for a future Executive Board meeting.

Chairman Compton noted that Centralina is a better financial position than it had been in the past. He thanked Ms. Strosser and staff for their work.

### **3. Federal Relations Update**

Leslie Mazingo, Strategics Consulting, presented highlights from the Strategics Consulting performance report for September through October. She noted that she's working with staff to identify funding opportunities in the Bipartisan Infrastructure Legislation for which Centralina can apply. She also noted she and staff are working on next year's federal action plan. She also presented a post-elections recap.

Ms. Gardner explained that Centralina postponed the annual August Advocacy meetings with the region's Congressional delegation until after the midterm elections. She added that she and Ms. Mazingo will work on coordinating those meetings in January.

### **4. Raleigh Relations Update**

Ms. Weston explained that Centralina is developing an advocacy agenda to guide engagement with the region's 41 state legislators. She presented a framework for the agenda based on three categories of advocacy priorities: monitoring, policy shaping, and funding for Centralina. She presented a draft list of priorities based on internal discussions and feedback from the Board of Delegates. She explained that staff will continue to refine this list by identifying priority areas that align with Centralina's workplan. She noted that the Regional Managers Group will receive an update on the advocacy agenda development process at their November meeting.

In response to a question from Mayor Darrell Hinnant, City of Kannapolis, Ms. Gardner explained that Ms. Weston will be transitioning out of the Clerk to the Board role and that Narissa Knight, Workforce Development Programs Specialist, would step into that role as Centralina's new Board's Administrator.

Mayor Pro Tem Hall suggested presenting items to the General Assembly that have consensus among both municipalities and counties in the region.

Secretary Jarvis Woodburn, Anson County, suggested proceeding with the proposed framework as presented, making adjustments, and receiving Board input along the way.

### **5. Nominating Committee Forecast**

Ms. Weston explained that per the bylaws, the Executive Board must form a three-person Nominating Committee to select the slate of nominees for Chair, Vice Chair, Secretary, and Treasurer. She noted the Committee would convene virtually between now and the January meeting to discuss the nominees. She asked Board Members to let her know if they were interested in serving on the Committee.

### **6. 2023 Board Meeting Schedule**

Ms. Gardner noted the pros and cons of virtual meetings and presented a proposed approach to the Board meeting formats for the coming year. She explained that Board of Delegates meetings would be held entirely in-person without a Zoom option, rotating among various locations within the region. She added that Executive Board meetings would be held in a hybrid format at the Centralina office with a Zoom option.

Mayor Pro Tem Hall expressed support for the proposed formats. She also noted that in the past, there were challenges in achieving quorum at in-person meetings held at different locations.

Council Member Jennifer Stepp, City of Gastonia, noted that she was also in favor of in-person meetings, adding that they were helpful for relationship-building.

Mayor Pro Tem Corinthia Lewis-Lemon, Town of Morven, noted that she was in favor of the hybrid meeting formats, adding that the virtual option allowed her to participate when she was unable to travel for meetings.

Chairman Compton stated that a quorum was now present and called for a motion on the proposal presented.

Council Member Stepp made a motion to approve the staff recommendation for the 2023 Board meeting formats and locations. Secretary Woodburn seconded the motion and it carried unanimously.

Chairman Compton then called for motions on the action items presented earlier in the meeting.

Mayor Pro Tem Hall made a motion to approve the Consent Agenda. Secretary Woodburn seconded the motion and it carried unanimously.

Secretary Woodburn made a motion to approve the Centralina Regional Council financial statements, compliance report, and audit report for the fiscal year ending June 30, 2022. Mayor Pro Tem Lewis-Lemon seconded the motion and it carried unanimously.

Mayor Hinnant made a motion to accept the Strategics Consulting performance report for September through October 2022. Council Member Stepp seconded the motion and it carried unanimously.

#### **Comments from the Executive Board and Centralina Staff**

In response to a question from Mayor Pro Tem Hall, Ms. Gardner explained that staff will conduct outreach to member governments regarding 2023 Delegate and Alternate appointments in late November.

Commissioner Peter Ascutto, Stanly County, noted that his term as Delegate will end at the end of the year.

#### **Comments from the Executive Director**

Ms. Gardner congratulated Commissioners Lynn Shue, Cabarrus County, Gene Houpe, Iredell County, and Elaine Powell, Mecklenburg County, for winning their elections.

#### **Comments from the Chair**

Chairman Compton noted that Mayor Hinnant and Mayor Vi Lyles, City of Charlotte, will serve as the co-chairs of the CONNECT Beyond Advancing the Plan Subcommittee. He invited Executive Board members to contact Ms. Gardner if interested in serving on the subcommittee.

He also noted that the Charlotte Aviation Academy is accepting applications by November 14<sup>th</sup>. He encouraged Board Members to apply.

He thanked the Board Members for their service to the Executive Board and the Board of Delegates over the past year, adding that he looked forward to seeing them in January.

**Adjournment**

With no further business to be discussed, Chairman Compton adjourned the meeting at 6:47 p.m.



# **CENTRALINA**

## **REGIONAL COUNCIL**

### **Item 4**





## **Board Agenda Item Cover Sheet**

<b>Board Meeting Date:</b>	January 11, 2023	<b>Agenda Item Type:</b>	<b>Consent:</b>	<input checked="" type="checkbox"/>	<b>Regular:</b>	<input type="checkbox"/>
<b>Submitting Person:</b>	Denise Strosser	<b>Presentation Time:</b>	5 minutes			
<b>Presenter at Meeting:</b>	Denise Strosser	<b>Phone Number:</b>	(704) 372-2416			
		<b>Email:</b>	dstrosser@centralina.org			
<b>Alternate Contact:</b>	Geraldine Gardner	<b>Phone Number:</b>	(704) 248-2703			
		<b>Email:</b>	ggardner@centralina.org			
<b>Submitting Department:</b>	Finance	<b>Department Head Approval:</b>	Denise Strosser			
<b>Description of Agenda Item:</b>						
<p>The required action from the Executive Council members is approval of the budget amendments for the operating and grant budgets.</p>						
<b>Background &amp; Basis of Recommendations:</b>						
<p>A placeholder budget was approved by the Executive Council on January 13, 2022 and adopted by the Board of Delegates on February 9, 2022 as required by Centralina Regional Council's Charter. This initial "placeholder" budget is developed prior to receiving information from various state and federal agencies. This first amendment represents changes to reflect Federal and State grant allocations as of December 9, 2022 as well as other contracts received and confirmed since the adoption of the budget. We will continue to update the budget as new funds are received from new business contracts or grants from state and federal agencies. The attached amendments are to replace the placeholder budget and any prior amendments with current and up to date fundings and expenditures.</p>						
<b>Requested Action / Recommendation:</b>						
Approval by the Board of the attached budget amendments						
<b>Time Sensitivity:</b>	Before June 30, 2023					
<b>Budget Impact:</b>	As indicated on attached					
<b>Attachments:</b>	Operating and Grant Budget Amendment					

**Fiscal Year 2022 - 2023 Operating Budget Ordinance Amendment**

<b>ANTICIPATED REVENUES</b>	<b>Placeholder FY2022-2023 <u>Budget</u></b>	<b>2022.12.30 FY2022-2023 <u>Budget</u></b>	<b><u>Net change</u></b>
<b>Program Revenues</b>			
Restricted Intergovernmental Revenue	5,699,605	4,871,482	(828,123)
Technical Assistance Projects	621,569	1,840,777	1,219,208
Other Program Revenue	257,473	790,831	533,358
Fund Balance Appropriated	-	-	-
<b>Total Program Revenue</b>	<b><u>6,578,647</u></b>	<b><u>7,503,090</u></b>	<b><u>924,443</u></b>
<b>Other Revenues</b>			
Member Dues Support	929,000	928,715	(285)
Interest and Other Revenue	1,000	20,000	19,000
<b>Total Other Revenues</b>	<b><u>930,000</u></b>	<b><u>948,715</u></b>	<b><u>18,715</u></b>
<b>TOTAL ANTICIPATED REVENUES</b>	<b><u>7,508,647</u></b>	<b><u>8,451,805</u></b>	<b><u>943,158</u></b>
<b>EXPENSE APPROPRIATIONS</b>			
Member services, Board and committees	225,000	706,768	481,768
Management and Business Operations	1,935,000	1,903,372	(31,628)
Information Technology	165,000	208,720	43,720
Community and Economic Development Depart.	696,188	1,173,886	477,698
Planning Department	620,509	1,405,622	785,113
Area Agency on Aging Department	4,656,950	3,863,622	(793,328)
Workforce Development Department	830,000	961,048	131,048
Indirect Costs Representation	<u>(1,620,000)</u>	<u>(1,771,233)</u>	<u>(151,233)</u>
<b>TOTAL EXPENSE APPROPRIATIONS</b>	<b><u>7,508,647</u></b>	<b><u>8,451,805</u></b>	<b><u>943,158</u></b>

- - -

**Fiscal Year 2022 - 2023 Operating Budget Ordinance Amendment  
Revenue Place Holder Budget versus Amended Revenue  
December 31, 2022**

**Restricted Intergovernmental Revenue**

New Awarded Grants	
NCARCOG Administration	308,000
GHHI Safe at Home	190,000
NCDOT	35,000
Change in classification from federal to contract revenue	(253,000)
Change in timing of grant allocations over fiscal years	(579,000)
Expired/end of grant administration NC331	(450,000)
Other	(79,123)
Net increase/(decrease)	<u>(828,123)</u>

**Technical Assistance Projects**

New Contracts	
Connect Beyond	636,000
Administration CDBG	66,000
Administration ESFLR	33,000
Construction Management	57,000
CLT Affordable Housing	27,000
Grant Applications	25,000
Change in classification from federal to contract revenue	253,000
Other	122,208
Net increase/(decrease)	<u>1,219,208</u>

**Other Program Revenue**

New Contracts/Agreements	
Connect Beyond	100,000
PEARLS	82,000
Change in timing of contract allocations over fiscal years	84,000
Change in revenue classifications	237,000
Other	30,358
Net increase/(decrease)	<u>533,358</u>

**Fiscal Year 2022-2023 Grant Pass Through Budgets Amendment**

<u>Program</u>	<u>Placeholder FY2022-2023 Budget</u>	<u>12.31.2022 FY2021-2022 Budget</u>	<u>change</u>
<b>Area Agency on Aging</b>			-
HCC Block Grant	9,850,000	11,500,000	1,650,000
USDA Supplement	650,000 (1)	650,000	-
Title III-B Legal	85,000	102,922	17,922
Family Caregiver	520,000	572,818	52,818
Disease Prevention/Health Promotion	40,000	52,300	12,300
State Senior Center General Purpose	120,000	116,616	(3,384)
Heat Fan Relief	15,000	14,363	(637)
Supplemental Nutrition	-	45,973	45,973
ARPA Support Services	-	209,103	209,103
ARPA Congregate Nutrition	-	1,727,801	1,727,801
ARPA Home Delivered meals	-	1,107,478	1,107,478
	<u>11,280,000</u>	<u>16,099,374</u>	<u>4,819,374</u>
<i>(1) Decrease due to placeholder budget inadvertently included Centralina's internal funding.</i>			
<b>Workforce Development</b>			
WIOA - XX-4010 Administrative Cost Pool	450,000 (2)	23,495	(426,505)
WIOA XX-4020 Adult Services	1,275,000	1,188,627	(86,373)
WIOA XX-4030 Dislocated Worker	950,000	940,887	(9,113)
WIOA XX-4040 Youth Services	1,250,000	1,180,392	(69,608)
WIOA XX-4050 Youth Initiative	65,000	62,586	(2,414)
WIOA XX-4050 Finish Line Grant	105,000	108,871	3,871
WIOA XX- XXXX Infrastructure Cost	85,000	90,249	5,249
NDWG COVID 2X-3130	-	214,637	214,637
	<u>4,180,000</u>	<u>3,809,744</u>	<u>(370,256)</u>
<i>(2) Decrease due to placeholder budget inadvertently included Centralina's internal funding.</i>			
<b>Total Grant</b>	<u>15,460,000</u>	<u>19,909,118</u>	



# **CENTRALINA**

## **REGIONAL COUNCIL**

### **Item 5**

## Board Agenda Item Cover Sheet

<b>Board Meeting Date:</b>	January 11, 2023	<b>Agenda Item Type:</b>	<b>Consent:</b>	X	<b>Regular:</b>	
<b>Submitting Person:</b>	Geraldine Gardner	<b>Presentation Time:</b>	N/A			
<b>Presenter at Meeting:</b>	Geraldine Gardner	<b>Phone Number:</b>	704-351-7130			
		<b>Email:</b>	ggardner@centralina.org			
<b>Alternate Contact:</b>	Denise Strosser	<b>Phone Number:</b>	704-351-7130			
		<b>Email:</b>	destrosser@centralina.org			
<b>Submitting Department:</b>	Administration	<b>Department Head Approval:</b>	Geraldine Gardner			
<b>Description of Agenda Item:</b> <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
The Executive Board will consider amendments and updates to the organization's policies and procedures required for the American Rescue Plan Act and Uniform Guidance compliance.						
<b>Background &amp; Basis of Recommendations:</b>						
<p>American Rescue Plan Act funding requires certain policies and procedures to be in place to be in compliance with federal Uniform Guidance. The administrative and finance policies and procedures covered in this update include:</p> <ul style="list-style-type: none"> <li>• Eligible use policy</li> <li>• Conflict of interest policy</li> <li>• Records retention policy</li> <li>• Financial policies and procedures</li> </ul>						
<b>Requested Action / Recommendation:</b>						
Motion to approve the aforementioned administrative and financial policies and procedures submitted to the Executive Board.						
<b>Time Sensitivity:</b> <i>(none or explain)</i>	Timely approval is necessary for Uniform Guidance compliance.					
<b>Budget Impact:</b> <i>(none or explain)</i>	None					
<b>Attachments:</b> <i>(none or list)</i>	<ul style="list-style-type: none"> <li>• Eligible use policy</li> <li>• Conflict of interest policy</li> <li>• Records retention policy</li> <li>• Financial policies and procedures</li> </ul>					



**CENTRALINA**  
REGIONAL COUNCIL

# Centralina Policies and Procedures:

## Financial Controls

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June 2022

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## **POLICY STATEMENT ON FINANCIAL CONTROLS**

According to Centralina’s Personnel Policy Manual, Centralina requires honest, accurate and timely recording and reporting of information in order to make responsible business decisions. All business expense accounts must be documented and recorded accurately in a timely manner. All of the organization’s books, records, accounts and financial statements must also be maintained in reasonable detail; must appropriately reflect the organization’s transactions; must be promptly disclosed in accordance with any applicable laws or regulations and must conform both to applicable legal requirements and to the organization’s system of internal controls.

## **PURPOSE OF THE DOCUMENT**

This document is a compilation of policies and procedures relevant to the fiscal management operations for Centralina. The policies and procedures contained establish guidelines for developing financial goals and objectives, making financial decisions, reporting the financial status of Centralina Regional Council (The Council), and managing the Council’s funds.

## FINANCIAL CONTROLS

### Fiscal Control (Bylaws Article X A, G.S. 159, Art. 3)

***Purpose:***

The accounting and fiscal control procedure is in accordance with the Local Government Budget and Fiscal Control Act of North Carolina as amended from time to time, anything contained herein to the contrary notwithstanding.

***Procedure*** (Bylaws Article 1 H, G.S. 159-25):

The Council appoints the Finance Director to serve as the Chief Budget Officer and the Finance Director of the Council and shall perform such duties in these capacities as may be prescribed by the Local Government Budget and Fiscal Control Act, or by the Executive Board, not inconsistent therewith. The Finance Director shall continue to report to the Executive Director and shall keep the Executive Director apprised of the financial matters and status of the Council.

## Budget Process

### ***Purpose:***

To prepare and propose a plan for raising and spending money on specified programs, functions and initiatives during the fiscal year (G.S. 159, Art. 3).

### ***Procedure:***

1. The budget and the proposed member assessment for the succeeding fiscal year shall be first considered by the Executive Board and then by the Board of Delegates. The Executive Board shall recommend a budget to the governing body which shall then be distributed to each Delegate with the agenda for the meeting at which a public hearing on the budget shall be held. The Council shall deliver the budget estimate on or before March 31 of each year. The budget and member assessment shall then be approved by the Board of Delegates no later than May 31 of each year (Bylaws Article X B).
2. A placeholder budget is presented to the executive board in January for adoption by the Board of Delegates in February. The initial placeholder budget is developed prior to receiving information from various state and federal agencies and is amended throughout the fiscal year as Federal and State grant allocations and other contracts are executed since the adoption of the budget.
3. Department Managers submit budgets and line-item revisions to the Finance Department regularly throughout the year. Expenditure reports, showing budget and expenditures by line item are available in an on-line real time mode. The Finance system automatically updates budget information upon posting by the finance department.
4. The Finance Director and department managers review periodic financial reports for budget revisions and activity recorded.

## Cash Management

### **Purpose:**

The cash management process procedure establishes controls for monitoring the daily cash flow and balances of all cash funds. These policies provide a structure to assist in the decision-making process for the Board and staff and establish guidelines for evaluating current activities. The Board provides general guidance through the adoption of the annual budget while the Finance Director is responsible for the implementation of the budget throughout the fiscal year.

Centralina establishes and maintains its accounting system according to the North Carolina Local Budget and Fiscal Control Act. Systems are in place to monitor all sources and uses of funds.

Reporting is done in accordance with generally accepted accounting principles (GAAP). Governmental funds use modified accrual accounting where revenues are recorded when measurable and available and expenditures recorded when services or goods are received, and liabilities are incurred.

### **Procedure:**

1. Bank Accounts and Signatory Requirements (Bylaws Article X C, G.S. 159-25):
  - a. The Council's Treasurer shall recommend, and the Executive Board shall select one or more corporate banking institutions in the State of North Carolina to be the depository of the funds of the Council.
  - b. Except as otherwise provided by law, or hereinafter provided, all checks and drafts under \$50,000 must be signed by (1) the Finance Director or Deputy Finance Officer and (2) countersigned by another designated signatory approved by the Board.
  - c. Checks and drafts over \$50,000 require the Chair or the Treasurer of the Executive Board of the Council as the official to countersign all checks and drafts signed by the Finance Director or the Deputy Finance Officer other than any payments for Board-approved contracts and passthrough grant-funded program expenditures approved as part of the annual budget (Bylaws Article X Section C).
  - d. Centralina bank accounts are currently maintained at Truist and North Carolina Capital Management Trust.
  - e. Bank reconciliations are prepared and reviewed monthly.
2. Purchasing and Cash Disbursements (G.S. 159-28):
  - a. Requisitions are prepared by the department personnel requesting cash disbursements. The requisition will include an image for support of the requested amount, a description of the purchase being requested along with the corresponding fund and grant/project.
  - b. 1st approval of the requisition is done by the department director or assistant director.
  - c. 2nd approval is done by a designated employee in the finance department after confirming support and budget appropriation.
  - d. Upon 2nd approval, a PO is created.
  - e. The accounting technician will match the invoice and packing slip (if appropriate) with the purchase order and confirm receipt and approval for payment from the department.

- f. Credit card purchases are made on the requisition after it is approved. Finance technician for AP and finance director have access to all P card accounts
  - g. Weekly or bi-weekly the accounts payable listing will be reviewed, and invoices will be selected for payment by the finance technician and reviewed and approved by the finance director, assistant director, account manager
  - h. Signed checks are then put in envelopes, stamped and dropped in a locked mailbox for delivery
  - i. ACH payments are printed and loaded to the bank account for payment
  - j. Notice of payment is emailed through accounting software.
  - k. Signed checks/EFT authorizations and supporting documentation are scanned and saved on the finance drive, the hard copy is filed and kept on premises according to UGA guidelines. Some checks are kept longer depending on the retention requirements of the grant it's related to.
  - l. The check stock is blank, number and account information is printed when the checks are cut.
3. Payroll Processing:
- a. Personnel Action Form (PAF) is prepared and approved by the Executive Director for new employees, pay rate changes, promotions, termination, or department changes.
  - b. Benefits and election changes are submitted through benefit portals or paper forms submitted to the HR department. Finance department reviews benefit portals for changes or receives paper forms from the HR department.
  - c. After appropriate documentation is received, the payroll accounting system is updated for any additions, changes, or terminations.
  - d. Payroll is processed biweekly, beginning Saturday at 12:00 a.m. and ending Friday at 11:59 p.m.
  - e. Employees are provided with the appropriate cost center(s) in which to charge their time which corresponds to the approved budget.
  - f. Overtime is not permitted unless approved by the department director and the finance director before time is incurred.
  - g. Employees submit electronic timesheets.
  - h. The first approval is by the employee's supervisor and the second approval is by the finance department.
  - i. Accounting system reports and supporting documentation are reviewed by the Finance Director and approved under pre-audit requirements of North Carolina General Statute 159-28 approval.
  - j. ACH file is generated and uploaded on the bank website. All payroll is paid by direct deposit.
  - k. Tax payments, garnishments, 401k, and all other benefits and withholdings are completed. The payments are processed and recorded in the accounting system.
  - l. Supporting documentation is filed and kept on premises according to UGA guidelines. Some checks are kept longer depending on the retention requirements of the grant it's related to.
4. Cash Receipts and Deposits (G.S. 159-32):
- a. Monies received shall be deposited daily in the same form and amounts as received.
  - b. Monies due to Centralina from any entity shall be promptly billed, collected, and deposited. The Finance Director shall monitor the status of all uncollected monies

owed to Centralina and report uncollected accounts to the Executive Director. As needed, implement measures to collect any and all delinquent accounts.

- c. Checks received through the mail are opened by the HR and Operations Manager or the Executive Director. The HR manager or Executive Director will tally the checks and sign off. The checks are given to a designated finance accountant, copies are made and given to finance technician with the signed tally. The checks are taken to the bank by the finance accountant. After the deposit, the finance account gives the deposit slip to the finance technician to record in the accounting system. Third finance personnel will review the deposit support and the final submission in accounting software.
  - d. ACH deposits are recorded by finance technician and supporting reports are given to another finance personnel for review and final submission in accounting system.
  - e. Supporting documentation is filed and kept on premises according to UGA guidelines. Some checks are kept longer depending on the retention requirements of the grant it's related to.
5. Write Off Uncollectable Accounts (Bylaws Article X F):
- a. The Executive Director is authorized to approve write-offs of uncollectible accounts receivable in the amount of \$100 or less.
  - b. The Treasurer is authorized to approve write-offs of uncollectible accounts receivable in the amount of less than \$5,000.
  - c. The Executive Board shall approve write-offs of uncollectible accounts receivable in the amount of \$5,000 or more.
6. Annual Audit (Bylaws Article X E, G.S. 159-34):
- a. The accounts of the Council shall be audited as soon as possible following the close of each fiscal year by certified public accountants and approved by the Local Government Commission.
  - b. The auditor will be selected by the Executive Board and shall submit its report to the Executive Board.
  - c. The audit shall be conducted pursuant to a written contract, which should comply with the provisions of G.S. 159-34.
  - d. In accordance with state law, the Council will publish to members and the public an annual report of its activities, including its financial statement.
7. Bonding (Bylaws Article X D, G.S. 159-29):
- a. All employees and officers of the Council authorized to handle or have custody of Council funds in excess of \$100 shall be bonded in an amount fixed by the Executive Board, but not less than \$10,000 nor more than \$100,000, under a blanket fidelity bond conditioned upon their faithful performance of their duties. Current Professional Liability coverage is \$500,000 per claim and \$1,000,000 in aggregate.

## **Procurement for Federal and Other Funding Sources**

### ***Purpose:***

The procurement procedures establish guidelines that meet or exceed the procurement requirements for the purchases of goods (apparatus, supplies, materials, and

equipment), services and construction or repair projects when any Centralina or federal funds are being used in whole or in part to pay for the cost of a contract.

To the extent that other sections of procurement policies and procedures adopted by Centralina are more restrictive than those contained in this policy, local policies and procedures shall be followed.

1. Application:
  - a. This procedure applies to contracts for purchases, services construction or repair work funded with any Centralina funds, particularly, federal financial assistance (direct or reimbursed). These requirements also apply to any subrecipient of the funds.
  - b. All Centralina and federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.
2. Compliance with Federal Law:
  - a. All procurement activities involving the expenditure of Centralina and federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. §200.317 through §200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.
  - b. Centralina will follow all applicable local, state, and federal procurement requirements when expending all funds. Should Centralina have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
3. Contract Award: All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
4. No Evasion: No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
5. Contract Requirements: All contracts paid for in whole or in part with Centralina or federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R Section § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
6. Contractor's Conflict of Interest: Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
7. Approval and Modification: The administrative procedures contained in the Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law. However, any policy changes must be approved by the governing body prior to becoming effective.

8. Conflict of Interest and Gift Standards: See the Conflict of Interest Policy for specific information.

**Procedure:**

All contracts procured at Centralina shall be in accordance with the following requirements:

*General Procurement Standards and Procedures:*

1. Necessity: Purchases **must be necessary** to perform the scope of work and must avoid acquisition of unnecessary or duplicative items (no stock-piling). Prior to any purchase a review for federal, state or local surplus property agency should be performed prior to buying *new* items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
2. Clear Specifications: All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
3. Notice of Federal Funding: All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
4. Compliance by Contractors: All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
5. Fixed Price: Solicitations must state that the bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are *prohibited*. Time and materials contracts are prohibited *in most circumstances*. Time and Materials (Cost-Plus) contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A Time and materials contract shall not be awarded without the express written permission of the federal agency or state pass-through agency that awarded the funds.
6. Use of Brand Names: When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.



7. Lease versus Purchase: Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
8. Dividing Contract for M/WBE Participation: If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.
9. Documentation: Documentation must be maintained by Centralina detailing the history of all procurements. The documentation should include procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
10. Cost Estimate: For all procurements costing \$250,000 or more, Centralina shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
11. Requirements: The Requesting Department must prepare a written contract incorporating the provisions referenced.
12. Debarment: No contract shall be awarded to a contractor included on the federally debarred bidder's list.
13. Contractor Oversight: The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
14. Open Competition: Solicitations shall be prepared in a way to be fair and provide open competition. Centralina shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding; specifying a brand name without allowing for "or equal" products, or other unnecessary requirement that have the effect of the restricting competition.
15. Geographic Preference: No contract shall be awarded on the basis of a geographic preference.

16. Centralina Bylaws Addressing Approval of Contracts: Please see Appendix A for approved Centralina Council of Governments Bylaws section that addresses Approval of Contracts. If the local policy regarding service contracts is more restrictive, the local policy should be followed.

*Specific Procurement Procedures:*

1. Service Contracts (except for A/E professional services) and Purchase Contracts costing less than \$10,000 shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. §200.320(a)) as follows:
  - a. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
  - b. To the extent practicable, purchases must be distributed among qualified suppliers.
2. Service Contracts (except for A/E Professional Services) and Purchase Contracts costing \$10,000 up to \$90,000 shall be procured using the Uniform Guidance “small-purchase” procedure (2 C.F.R. §200.320(b)) as follows:
  - a. Obtain price or rate quotes from an “adequate number” or qualified sources (a federal grantor agency might issue guidance interpreting “adequate number”, so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
  - b. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. §200.321.
  - c. Cost or price analysis is not required prior to soliciting bids.
  - d. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
  - e. Award the contract to the lowest responsive, responsible bidder.
3. Service Contracts (except for A/E professional services) and Purchase Contracts costing \$90,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “Sealed Bid” procedure (2 C.F.R. §200.320(c)), state formal bidding procedures (G.S. 143-129) as follows:
  - a. Cost or price analysis is required prior to soliciting bids.
  - b. Complete specifications or purchase description must be made available to all bidders.
  - c. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
  - d. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. §200.321.
  - e. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
  - f. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for “sound documented reasons”.

- g. Governing board approval is not required (per local policy, governing board has delegated award authority to Executive Director up to \$200,000, not \$250,000, which is more restrictive and must be followed.)
4. Service Contracts (except for A/E Professional Services) costing \$250,000 and above may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the particular type of service being sought. Please see Appendix A (per local policy, governing board has set this policy at \$200,000, not \$250,000, which is more restrictive and must be followed.):
    - a. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
    - b. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
    - c. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
    - d. Consider all responses must be considered to the maximum extent practical.
    - e. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
    - f. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required; however, please see below procedure because the local policy is more restrictive and must be followed.
    - g. Governing board approval is required per local policy for contracts using local funds of \$50,000 or more and for contracts using federal or state funds over \$200,000 or more.
    - h. Award the contract on a fixed-price or cost-reimbursement basis
  5. Construction and repair contracts costing less than \$10,000 shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:
    - a. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
    - b. To the extent practicable, contracts must be distributed among qualified suppliers.
  6. Construction and repair contracts costing \$10,000 up to \$250,000 shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:
    - a. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number”, so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issues).
    - b. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
    - c. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
    - d. Award Contract on a fixed-price or not to exceed basis
    - e. Award to lowest responsive, responsible bidder. Governing Board approval is not required.

- f. Please see Appendix A (per local policy, governing board has set contract authorization requirement policies which are more restrictive and must be followed.)
7. Construction and repair contracts costing \$250,000 up to \$500,000 shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:
- a. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
  - b. Complete specifications must be made available to all bidders
  - c. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained
  - d. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
  - e. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
  - f. A 5% Bid Bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
  - g. Award the contract on a firm-fixed price basis.
  - h. Award the contract to lowest responsive, responsible bidder. Governing Board approval is not required. Any and all bids may be rejected only for “sound documented reasons.
  - i. Please see Appendix A (per local policy, governing board has set contract authorization requirement policies which are more restrictive and must be followed.)
8. Construction and repair contracts costing \$500,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
- a. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
  - b. Complete specifications must be made available to all bidders
  - c. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
  - d. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
  - e. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
  - f. A 5% Bid Bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.

- g. Award the contract on a firm-fixed price basis
  - h. Award the contract to lowest responsive, responsible bidder. Governing Board approval is required and cannot be delegated. The governing board may reject all bids only for “sound documented reasons.”
9. Construction or repair contracts involving a building \$300,000 and above must comply with the following additional requirements under state law:
- a. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts shall apply.
  - b. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
  - c. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
10. Contracts for Architectural and Engineering Services costing under \$250,000 shall be procured using the state “Mini-Brooks Act” requirements (G.S. 143-64.31). Procedures are as follows:
- a. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
  - b. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
  - c. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Requesting Department.
  - d. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
  - e. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
  - f. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.
  - g. Please see Appendix A (per local policy, governing board has set contract authorization requirement policies which are more restrictive and must be followed.)
11. Contracts for Architectural and Engineering Services costing \$250,000 or more shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)(5) as follows:
- a. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
  - b. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
  - c. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.

- d. Proposals must be solicited from an “adequate number of qualified sources” (an individual federal grantor agency may issue guidance interpreting “adequate number”).
- e. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
- f. Consider all responses to the publicized RFQ to the maximum extent practical.
- g. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
- h. Price cannot be a factor in the initial selection of the most qualified firm.
- i. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
- j. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.
- k. Please see Appendix A (per local policy, governing board has set contract authorization requirement policies which are more restrictive and must be followed.)

*Exceptions:*

Non-competitive contracts are allowed *only* under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

1. Sole Source: A contract may be awarded without competitive bidding when the item is available from only one source. The Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.
2. Public Exigency: A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
3. Inadequate Competition: A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
4. Federal Contract: A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
5. Awarding Agency Approval: A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

**CENTRALINA COUNCIL OF GOVERNMENTS  
PROCUREMENT POLICIES AND PROCEDURES  
FOR FEDERAL AND OTHER FUNDING SOURCES  
APPENDIX A - CENTRALINA BYLAWS ADDRESSING APPROVAL OF CONTRACTS  
AMENDED FEBRUARY 11, 2015**

**Article IV: CONTRACTS, EXPENDITURE OF FUNDS, EXECUTION OF DOCUMENTS**

1. **Approval of Contracts:**

- a. Except as otherwise provided in these Bylaws, all contracts, agreements or other instruments which (a) require the performance of staff services or the expenditure of the Council's general operating revenue obtained through member assessment and are in an amount or value of more than \$50,000 or (b) 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 of the Council. All such contracts shall be consistent with the resolution of the Executive Board and the Council's adopted budget.
- b. The Executive Director, or in his absence the Chair of the Council, shall be authorized to approve and contract for (a) the expenditure of general operating revenue in the amount or value of \$50,000 or less, (b) the expenditures of federal, state and/or local funds of \$200,000 or less. Provided in either case such contracts shall be consistent with the budget as adopted or as amended.
- c. The Executive Director is authorized to approve and contract for services to be provided to member governments at cost, regardless of amount or value, provided the service agreement entered into by the Executive Director is reported to the Executive Board at its next meeting.
- d. Except as specifically set forth in these Bylaws to the contrary, no member, officer, or employee of the Council shall have the authority to bind or obligate the Council with respect to any matter whatever or to expend any funds of the Council without the specific approval and authority of the Council.
- e. The Council shall establish a written set of policies and procedures governing approvals that shall be required prior to execution of any contracts, agreements, or other instruments to which the Council is a party. Such policies and procedures shall be consistent with, and subordinate to, state law and these Bylaws, and shall, at a minimum, define the criteria for determining in which cases the Council's attorney's approval as to form is required.
- f. Any and all contracts or other instruments to which the Council is a party shall be executed in the name of the Council by the Executive Director, Assistant Director, the Chair, or the Vice Chair, or upon designation by the Executive Director, other directors reporting to the Executive Director, including without limitation the Chief Finance



Officer, Grants Development Director or division directors (including Aging Services, Community & Economic Development, Planning, and Workforce divisions).



## Conflict of Interest

### **Purpose:**

The Conflict of Interest Policy establishes conflict of interest standards that (1) apply when the Centralina Council of Governments, d.b.a Centralina Regional Council (“Centralina”) enters into a Contract or makes a Subaward, and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c). This policy statement is used in combination with the Conflict of Interest statement contained within Centralina’s Personnel Policy Manual.

The appropriate Example Forms, Compliance Checklists, and Disclosure Forms relevant to the Conflict of Interest policy can be requested and obtained from Centralina’s Finance Office.

### 1. Application:

- a. This Policy shall apply when Centralina (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies.
- b. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

### 2. Definitions:

- a. *“COI Point of Contact”* means the individual identified below, in the following section.
- b. *“Contract”* means, for the purpose of Federal Financial Assistance, a legal instrument by which Centralina purchases property or services needed to carry out a program or project under a Federal award.
- c. *“Contractor”* means an entity or individual that receives a Contract.
- d. *“Covered Individual”* means a Public Officer, employee, or agent of Centralina.
- e. *“Covered Nonprofit Organization”* means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including Centralina).
- f. *“Direct Benefit”* means, with respect to a Public Officer or employee of Centralina, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.
- g. *“Federal Financial Assistance”* means Federal financial assistance that Centralina receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. *“Governing Board”* means the Centralina Board of Delegates.

- i. *“Immediate Family Member”* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
  - j. *“Involved in Making or Administering”* means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
  - k. *“Pass-Through Entity”* means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
  - l. *“Public Officer”* means an individual who is elected or appointed to serve or represent Centralina (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of Centralina.
  - m. *“Recipient”* means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
  - n. *“Related Party”* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than Centralina) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
  - o. *“Subaward”* means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
  - p. *“Subcontract”* means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
  - q. *“Subcontractor”* means an entity that receives a Subcontract.
  - r. *“Subrecipient”* means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
  - s. *“Centralina”* has the meaning specified.
3. COI Point of Contact:
- a. Appointment of COI Point of Contact: Executive Director, an employee of Centralina, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the Executive Director is unable to serve in such capacity, Finance Director shall assume

responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest shall be known as the “*COI Point of Contact*”.

- b. Distribution of Policy: The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

4. Conflict of Interest Standards in Contracts and Subawards:

- a. North Carolina Law: North Carolina law restricts the behavior of Public Officials and employees of Centralina involved in contracting on behalf of Centralina. Centralina shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes.

- G.S. § 14-234(a)(1). A Public Officer or employee of Centralina Involved in Making or Administering a Contract or Subaward on behalf of Centralina shall not derive a Direct Benefit from such a Contract or Subaward.
- G.S. § 14-234(a)(3). No Public Officer or employee of Centralina may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by Centralina.
- G.S. § 14-234.3. If a member of the Governing Board of Centralina serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between Centralina and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between Centralina and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
- G.S. § 14-234.1. A Public Officer or employee of Centralina shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

- b. Federal Standards

- Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth, a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
  - Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. A non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward can be requested and obtained from Centralina’s Finance Office.

- Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist, but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.
- Identification and Management of Conflicts of Interest
  - Duty to Disclose and Disclosure Forms
    - i. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.
    - ii. Prior to Centralina's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
    - iii. If the value of a proposed Contract or Subaward exceeds \$200,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form (for Contracts or for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of Centralina. These Disclosure Forms can be requested and obtained from Centralina's Finance Office.
  - Identification Prior to Award of Contract or Subaward.
    - iv. Prior to Centralina's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist (for Contracts or for Subawards) and file such Compliance Checklist in the records of Centralina. The Compliance Checklist can be requested and obtained from Centralina's Finance Office.
- Management Prior to Award of Contract or Subaward
  - If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to Centralina Board of Delegates Chair and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
    - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Centralina is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Centralina is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Centralina; or
    - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.

- If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, Centralina may enter into the Contract or Subaward in accordance with Centralina’s purchasing or subaward policy.
- Identification After Award of Contract or Subaward.
  - If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after Centralina has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the Centralina Board of Delegates Chair and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, Centralina shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.
- Management After Award of Contract or Subaward
  - Following the receipt of such disclosure of a potential real or apparent conflict of interest, the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
    - i. if Centralina is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
    - ii. if Centralina is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Centralina in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

5. **Oversight of Subrecipient’s Conflict of Interest Standards**

- a. Subrecipients of Centralina Must Adopt Conflict of Interest Policy: Prior to Centralina’s execution of any Subaward for which Centralina serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a Conflict of Interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.
- b. Obligation to Disclose Subrecipient Conflicts of Interest: The COI Point of Contact shall ensure that the legal agreement under which Centralina makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency’s disclosure policy.

6. **Gift Standards**

- a. Federal Standard: A Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.

- b. Exception: A Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual does not exceed \$50 in a calendar year:
- honorariums for participating in meetings;
  - advertising items or souvenirs of nominal value; or
  - meals furnished at banquets.
- c. Internal Reporting: A Covered Individual shall report any gift accepted to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which Centralina is a Subrecipient.

## 7. **Violations of Policy**

- a. Disciplinary Actions for Covered Individuals: Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with Centralina.
- b. Disciplinary Actions for Contractors and Subcontractors: Centralina shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. Protections for Whistleblowers: In accordance with 41 U.S.C. § 4712, Centralina shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; or (vii) a management official or other employee of Centralina, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

**CONFLICT OF INTEREST POLICY**

**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CENTRALINA COUNCIL OF GOVERNMENTS SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE**

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**I. Scope of Policy**

- a. **Purpose of Policy.** This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when the Centralina Council of Governments, d.b.a Centralina Regional Council (“*Centralina*”) enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
  
- b. **Application of Policy.** This Policy shall apply when Centralina (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

**II. Definitions**

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. “*COI Point of Contact*” means the individual identified in Section III(a) of this Policy.
  
- b. “*Contract*” means, for the purpose of Federal Financial Assistance, a legal instrument by which Centralina purchases property or services needed to carry out a program or project under a Federal award.
  
- c. “*Contractor*” means an entity or individual that receives a Contract.
  
- d. “*Covered Individual*” means a Public Officer, employee, or agent of Centralina.<sup>1</sup>
  
- e. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including Centralina).

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<sup>1</sup> Agent is defined as: (1) individuals that are directly under contract with Centralina and that act on behalf of or provide advice to Centralina; (2) the beneficial owners of a legal entity under contract with Centralina.



- f. “*Direct Benefit*” means, with respect to a Public Officer or employee of Centralina, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.
- g. “*Federal Financial Assistance*” means Federal financial assistance that Centralina receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. “*Governing Board*” means the Centralina Board of Delegates.
- i. “*Immediate Family Member*” means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- j. “*Involved in Making or Administering*” means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. “*Pass-Through Entity*” means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- l. “*Public Officer*” means an individual who is elected or appointed to serve or represent Centralina (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of Centralina.
- m. “*Recipient*” means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. “*Related Party*” means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than Centralina) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.



- o. “*Subaward*” means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- p. “*Subcontract*” means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. “*Subcontractor*” means an entity that receives a Subcontract.
- r. “*Subrecipient*” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. “Centralina” has the meaning specified in Section I hereof.

**III. COI Point of Contact.**

- a. Appointment of COI Point of Contact. Executive Director, an employee of Centralina, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the Executive Director is unable to serve in such capacity, Finance Director shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “*COI Point of Contact*”.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

**IV. Conflict of Interest Standards in Contracts and Subawards**

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of Centralina involved in contracting on behalf of Centralina. Centralina shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.
  - i. G.S. § 14-234(a)(1). A Public Officer or employee of Centralina Involved in Making or Administering a Contract or Subaward on behalf of Centralina shall not derive a Direct Benefit from such a Contract or Subaward.
  - ii. G.S. § 14-234(a)(3). No Public Officer or employee of Centralina may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending,

influencing, or attempting to influence the award of a Contract or Subaward by Centralina.

iii. G.S. § 14-234.3. If a member of the Governing Board of Centralina serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between Centralina and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between Centralina and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.

iv. G.S. § 14-234.1. A Public Officer or employee of Centralina shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.

1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.

2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

ii. Identification and Management of Conflicts of Interest.

1. Duty to Disclose and Disclosure Forms

- a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.
- b. Prior to Centralina's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
- c. If the value of a proposed Contract or Subaward exceeds \$200,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of Centralina.

2. Identification Prior to Award of Contract or Subaward.

- a. Prior to Centralina's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of Centralina.

3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to Centralina Board of Delegates Chair and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
  - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Centralina is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Centralina is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Centralina; or

- ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.
  - b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, Centralina may enter into the Contract or Subaward in accordance with Centralina’s purchasing or subaward policy.
- 4. Identification After Award of Contract or Subaward.
  - a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after Centralina has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the Centralina Board of Delegates Chair and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, Centralina shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.
- 5. Management After Award of Contract or Subaward.
  - a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4) , the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
    - i. if Centralina is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
    - ii. if Centralina is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Centralina in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. **Oversight of Subrecipient’s Conflict of Interest Standards**

- a. Subrecipients of Centralina Must Adopt Conflict of Interest Policy. Prior to Centralina's execution of any Subaward for which Centralina serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.
- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which Centralina makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. **Gift Standards**

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:<sup>2</sup>
  - i. honorariums for participating in meetings;
  - ii. advertising items or souvenirs of nominal value; or
  - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which Centralina is a Subrecipient.

VII. **Violations of Policy**

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without

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<sup>2</sup> See 2 C.F.R. § 2635.204 for additional exceptions on prohibition for acceptance of certain gifts for federal executive branch employees. The exceptions listed here are consistent with those applicable to federal executive branch employees and [G.S. § 133-32\(d\)](#).

pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with Centralina.

- b. Disciplinary Actions for Contractors and Subcontractors. Centralina shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
  
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, Centralina shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; or (vii) a management official or other employee of Centralina, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

\* \* \* \* \*

Adopted this the [ ] day of [ ], [ ].

**EXHIBIT A**

Examples

<b><i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i></b>	<b><i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i></b>
<p>Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> <li>- Stock in a corporation.</li> <li>- Membership interest in a limited liability company.</li> <li>- Partnership interest in a general or limited partnership.</li> <li>- Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract.</li> <li>- Option to purchase any equity interest in a firm or organization.</li> </ul>	<p>Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract.</p> <p>A position as a director or officer of the firm or organization, even if uncompensated.</p>
<p>Holder of any debt owed by a firm considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> <li>- Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment))</li> <li>- Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan).               <ul style="list-style-type: none"> <li>o Holder of a judgment against the firm.</li> </ul> </li> </ul>	<p>A referral of business from a firm considered for a Contract or Subaward.</p>
<p>Supplier or contractor to a firm or organization considered for a Contract or Subaward.</p>	<p>Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).</p>

## EXHIBIT B

### CENTRALINA COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The Centralina Regional Council, d.b.a. Centralina Regional Council (“Centralina”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs Centralina’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Executive Director as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of Centralina.

#### Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$200,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual with decision making and budgetary oversight responsibilities over the funded activities. Disclosure Forms shall be presented as apart of the Contract Approval Package.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to Centralina Board of Delegates Chair and to each member of the Governing Board.

#### Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than Centralina) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.



Step			
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Contract:</u> <hr/>	
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u><i>Public Officials</i></u>	<u><i>Employees</i></u>	<u><i>Agents</i></u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. If the estimated Contract amount exceeds \$200,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
<b>Any identified interest in Step 3 is a potential “real” conflict of interest.</b>	<u><i>Public Officials</i></u>	<u><i>Employees</i></u>	<u><i>Agents</i></u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$200,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
<b>Any identified interest in Step 4 is</b>	<u><i>Public Officials – Related Party</i></u>	<u><i>Employees – Related Party</i></u>	<u><i>Agents – Related Party</i></u>

<b>a potential “real” conflict of interest.</b>			
<b>5</b>	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
<b>Any identified interest in Step 5 is a potential “apparent” conflict of interest.</b>	<b><u>Public Officials</u></b>	<b><u>Employees</u></b>	<b><u>Agents</u></b>

COI Point of Contact: \_\_\_\_\_

Signature of COI Point of Contact: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

**EXHIBIT C**

**CENTRALINA CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM  
FOR OFFICIALS, EMPLOYEES, AND AGENTS**

The Centralina Regional Council, d.b.a. Centralina Regional Council (“Centralina”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs Centralina’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Executive Director as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of Centralina that may be involved in the selection, award, or administration of the following contract: \_\_\_\_\_ (the “*Contract*”). To safeguard Centralina’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

---

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

6. Does your current or potential employer (other than Centralina) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

7. Benefits to Employers

a. Does a current or potential employer (other than Centralina) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

b. Will a current or potential employer (other than Centralina) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

- c. Does a current or potential employer (other than Centralina) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

- d. Will a current or potential employer (other than Centralina) of any partner of yours receive a tangible personal benefit from this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

9. Does any existing situation or relationship create the *appearance* that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

10. Does any existing situation or relationship create the *appearance* that your current or potential employer (other than Centralina) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than Centralina) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than Centralina) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

\* \* \* \* \*

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Employer \_\_\_\_\_

Job Title: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

\* \* \* \* \*

## EXHIBIT D

### CENTRALINA COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The Centralina Regional Council, d.b.a. Centralina Regional Council (“Centralina”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs Centralina’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Executive Director as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of Centralina.

#### Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$200,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to Centralina Board of Delegates Chair and to each member of the Governing Board.

#### Definitions.

1. *Covered Individual*. Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than Centralina) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Subaward:</u> <hr/>	
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u><i>Public Officials</i></u>	<u><i>Employees</i></u>	<u><i>Agents</i></u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. If the estimated Subaward amount exceeds \$200,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
<b>Any identified interest in Step 3 is a potential “real” conflict of interest.</b>	<u><i>Public Officials</i></u>	<u><i>Employees</i></u>	<u><i>Agents</i></u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$200,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
<b>Any identified interest in Step 4 is</b>	<u><i>Public Officials – Related Party</i></u>	<u><i>Employees – Related Party</i></u>	<u><i>Agents – Related Party</i></u>



a potential “real” conflict of interest.			
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: \_\_\_\_\_

Signature of COI Point of Contact: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

**EXHIBIT E**

**SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM  
FOR OFFICIALS, EMPLOYEES, AND AGENTS**

The Centralina Regional Council, d.b.a. Centralina Regional Council (“Centralina”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs Centralina’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Executive Director as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of Centralina that may be involved in the selection, award, or administration of the following subaward: \_\_\_\_\_ (the “*Subaward*”). To safeguard Centralina’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

---

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

6. Does your current or potential employer (other than Centralina) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

7. Benefits to Employers

a. Does a current or potential employer (other than Centralina) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

b. Will a current or potential employer (other than Centralina) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

- c. Does a current or potential employer (other than Centralina) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

- d. Will a current or potential employer (other than Centralina) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

9. Does any existing situation or relationship create the *appearance* that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

10. Does any existing situation or relationship create the *appearance* that your current or potential employer (other than Centralina) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than Centralina) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than Centralina) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

\* \* \* \* \*

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Employer \_\_\_\_\_

Job Title: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

\* \* \* \* \*

**Record Retention Policy: Documents Created or Maintained Pursuant to the  
ARP/CSLFRF Award**

**Retention of Records:** The Coronavirus Local Fiscal Recovery Funds (“CSLFRF”) [Award Terms and Conditions](#) and the [Compliance and Reporting Guidance](#) set forth the U.S. Department of Treasury’s (“Treasury”) record retention requirements for the ARP/CSLFRF award.

It is the policy of the Centralina Council of Governments, d.b.a. Centralina Regional Council (“Centralina”) to follow Treasury’s record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, Centralina agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act “ARPA,” Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

**Covered Records:** For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the Centralina’s expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.
- Documentation of rationale to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

**Storage:** Centralina’s records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

**Departmental Responsibilities:** Any department or unit of Centralina and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject Centralina to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Clerk to the Board is responsible for identifying the documents that Centralina must or should retain and arrange for the proper storage and retrieval of records. HR and Operations Manager shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

**Reporting Policy Violations:** Centralina is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee’s supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the HR and Operations Manager. Centralina prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

**POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY CENTRALINA REGIONAL COUNCIL**

**WHEREAS** the CENTRALINA REGIONAL COUNCIL OF GOVERNMENTS, DBA CENTRALINA REGIONAL COUNCIL, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

**WHEREAS** the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

**WHEREAS** the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the [Assistance Listing](#); and

**WHEREAS** US Treasury has issued a [Compliance and Reporting Guidance v.3.0 \(February 28, 2022\)](#) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

**WHEREAS** the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

**BE IT RESOLVED** that CENTRALINA REGIONAL COUNCIL hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds.



# Eligibility Determination Policy for American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how CENTRALINA REGIONAL COUNCIL will spend its ARP/CSLFRF funds.

## I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

US Treasury issued its [Final Rule](#) regarding use of ARP funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its [Interim Final Rule](#) or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARP funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

## II. PROHIBITED USES OF ARPA FUNDING

The ARP/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires CENTRALINA REGIONAL COUNCIL to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The CENTRALINA REGIONAL COUNCIL, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

### III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All CENTRALINA REGIONAL COUNCIL employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding must be made in writing and include all the following:
  - a. Brief description of the project
  - b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the [US Treasury Compliance and Reporting Guidance](#).)
  - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARP funding should review the [Final Rule](#) and [Final Rule Overview](#) prior to submitting a proposal.
  - d. Proposed budget, broken down by cost item, in accordance with the CENTRALINA REGIONAL COUNCIL's Allowable Cost Policy.
  - e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to the Executive Director for approval. All requests will be reviewed by the Finance Director and Assistant Finance Director/Accounting Manager for ARP/CSLFRF compliance, allowable costs and other financial review.

3. No ARP/CSLFRF may be obligated or expended before final written approval by the Executive Director and/or the Executive Board.
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
5. Following approval, employees responsible for implementing the project must conform to actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by the Executive Director and/or the Executive Board and may require a budget amendment before proceeding. Any delay in the projected project completion date shall be communicated to the Executive Director immediately.
6. The Project Manager and/or the Finance Director must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
7. The Project Manager and/or the Finance Director must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.



# **CENTRALINA**

## **REGIONAL COUNCIL**

### **Item 6**

### Board Agenda Item Cover Sheet

<b>Board Meeting Date:</b>	January 11, 2023	<b>Agenda Item Type:</b>	<b>Consent:</b>		<b>Regular:</b>	X
<b>Submitting Person:</b>	Narissa Claiborne	<b>Presentation Time:</b>	10 minutes			
<b>Presenter at Meeting:</b>	Leslie Mozingo	<b>Phone Number:</b>	202-255-5760			
		<b>Email:</b>	<a href="mailto:leslie@strategics.consulting">leslie@strategics.consulting</a>			
<b>Alternate Contact:</b>	Geraldine Gardner	<b>Phone Number:</b>	704-348-2703			
		<b>Email:</b>	<a href="mailto:ggardner@centralina.org">ggardner@centralina.org</a>			
<b>Submitting Department:</b>	<b>Government Affairs &amp; Member Engagement</b>	<b>Department Head Approval:</b>	<b>Geraldine Gardner</b>			
<b>Description of Agenda Item:</b>						
<p>Leslie Mozingo, Strategics Consulting, will present and update on Centralina's federal relations efforts, including a performance report of activities for November through December 2022 and the 2023 Federal Action Plan.</p>						
<b>Background &amp; Basis of Recommendations:</b>						
<p>Since 2015, Centralina has contracted with Strategics Consulting for federal relations consulting services. The Executive Board has requested that Ms. Mozingo present performance metrics reports at each of its meetings.</p>						
<b>Requested Action / Recommendation:</b>						
<p>Motion to accept the Strategics Consulting performance report for November through December 2022.</p> <p>Motion to approve the 2023 Federal Action Plan.</p>						
<b>Time Sensitivity:</b> <i>(none or explain)</i>	None					
<b>Budget Impact:</b> <i>(none or explain)</i>	None					
<b>Attachments:</b> <i>(none or list)</i>	<ul style="list-style-type: none"> <li>• Goals and Activities for Strategics Consulting: September - December 2022 Report</li> <li>• 2023 Federal Action Plan</li> </ul>					

## **GOALS AND ACTIVITIES FOR STRATEGICS CONSULTING NOVEMBER – DECEMBER 2022 REPORT**

- 1. Build, maintain and enhance relationships with Members of Congress and the federal agencies**
  - Prepared updated Centralina Regional Congressional Delegation update and handout for Executive Board meeting.
  - Provided list of contacts for newly elected Members of Congress in order to send congratulation messages.
  - Provided 2022 Midterm Analysis.
  - Presented to Regional Managers November Meeting.
  - Coordination with Department of Energy, State and Community Energy Programs Office, and Centralina ED for virtual meeting on local energy programs, as well as provided outline of options for future meetings.
  - Prepared joint House and Senate Congressional Calendar for 118<sup>th</sup> Congress.
  - Sent update on local meeting to be held by Congresswoman Alma Adams.
  
- 2. Develop advocacy strategies around the approved Federal Action Plan on regional priorities and implement in coordination with Centralina’s management**
  - Presented to Executive Board at November meeting.
  - Updated Federal Relations Calendar for, and participated in, biweekly calls with ED.
  - Sent update on U.S. Treasury Briefing on ARPA funding for affordable housing.
  - Strategy call with Director of Area Agencies on Aging for 2023 Federal Action Plan priorities.
  - Prepared 2023 draft Federal Action Plan.
  
- 3. Provide information and support related to federal grant opportunities in coordination with Centralina staff**
  - Provided weekly Grants Alerts.
  - Prepared detailed memo on Energy Efficiency and Conservation Block Grant (EECBG) program.
  - Attended multiple webinars on new Bipartisan Infrastructure Law programs.
  - Provided updates on grants awarded to Centralina members.
  - Sent notices on pending Requests for Information (RFI) from Department of Energy related to new grants created by the Bipartisan Infrastructure Law (BIL).
  - Wrote two Capital Corner entries to update membership on election results and outlook for the 118<sup>th</sup> Congress.
  - Provided updates on Community Projects Funding plans for 2023.
  
- 4. Respond to trouble shooting requests from members and Centralina on federal issues**
  - Advice to Town member on RAISE grant.
  - Advice to members on EECBG as requested.
  - Provided details on COPS Hiring Grant for Town member.
  - Researched explanation for County member’s allocation of EECBG formula.

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

## 2023 FEDERAL ACTION PLAN

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

		reality must inform policy debates and decisions across a spectrum of critical issues.	<ul style="list-style-type: none"> <li>Support funding to increase the direct care workforce for the care of older and disabled adults.</li> </ul>	aide services but a few of the counties had some waiting for Adult Day Care services and transportation.
<b>3</b>	WORKFORCE DEVELOPMENT BOARDS AND REAUTHORIZATION OF THE WORKFORCE INVESTMENT AND OPPORTUNITY ACT (WIOA)	The WIOA was signed into law in 2014, reauthorizing federal funding for workforce development activities through September 30, 2020.	<ul style="list-style-type: none"> <li>Enact five-year reauthorization with continued investments in for low-income, youth and dislocated workers. Ensure that Workforce Development Boards are consulted during policy discussion and any potential changes to the Act and that the recommendations of the National Association of Workforce Boards are followed.</li> </ul>	Centralina's Workforce Development Board partners with economic development, education and business interests to ensure the region competes well in a global economy with an exceptional workforce.
<b>4</b>	APPROPRIATIONS – COMPETITIVE GRANTS ELIGIBILITY	Regional councils are not always explicitly eligible for competitive grants and direct funding from federal agencies	Amend definitions of local governments to include regional councils. Submit request for appropriations report language to the following Appropriations Subcommittees: <ul style="list-style-type: none"> <li>Agriculture and Rural Development</li> <li>Commerce, Justice, Science</li> <li>Energy and Water</li> <li>Interior, Environment, and Related Agencies</li> <li>Labor, Health and Human Services</li> <li>Transportation, Housing and Urban Development</li> </ul>	Centralina can apply for and administer grants benefiting the region and member governments.
<b>5</b>	APPROPRIATIONS – FY24 FUNDING AGENCIES AND PROGRAMS	Retain current funding levels for certain federal agency programs that regional councils of governments and member communities rely on for crucial planning, implementation and service delivery activities.	Protect the following agencies and programs and <i>at least</i> maintain funding levels in FY24 budget: <ul style="list-style-type: none"> <li>Aging Programs funded by Older Americans Act (HHS)</li> <li>Workforce Innovation and Opportunity Act (WIOA) Funds (DOL, ED, HHS) <ul style="list-style-type: none"> <li>Apprenticeship programs to help cover costs for on the job training</li> </ul> </li> <li>Economic Development Administration (Commerce)</li> </ul>	Adequate funding for key programs and services directly supports: <ul style="list-style-type: none"> <li>-Centralina Area Agencies on Aging</li> <li>-Centralina Workforce Investment Board</li> <li>-Centralina Economic Development District</li> <li>-Centralina Clean</li> </ul>



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

*Updated December 30, 2022*



**STRATEGICS**

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



# **CENTRALINA**

## **REGIONAL COUNCIL**

### **Item 7**

## Board Agenda Item Cover Sheet

<b>Board Meeting Date:</b>	January 11, 2023	<b>Agenda Item Type:</b>	<b>Consent:</b>		<b>Regular:</b>	X
<b>Submitting Person:</b>	Kelly Weston	<b>Presentation Time:</b>	15 minutes			
<b>Presenter at Meeting:</b>	Kelly Weston	<b>Phone Number:</b>	704-348-2728			
		<b>Email:</b>	<a href="mailto:kweston@centralina.org">kweston@centralina.org</a>			
<b>Alternate Contact:</b>	Geraldine Gardner	<b>Phone Number:</b>	704-348-2703			
		<b>Email:</b>	<a href="mailto:ggardner@centralina.org">ggardner@centralina.org</a>			
<b>Submitting Department:</b>	<b>Government Affairs &amp; Member Engagement</b>	<b>Department Head Approval:</b>	<b>Geraldine Gardner</b>			
<b>Description of Agenda Item:</b>						
Staff will present Centralina's state advocacy agenda for review and approval.						
<b>Background &amp; Basis of Recommendations:</b>						
<p>In late 2020, Centralina began implementing the Raleigh Relations strategy to expand the organization's state government engagement and advocacy efforts. The strategy is focused on relationship-building, raising awareness of issues specific to the Centralina region, and promoting the interests of COGs statewide.</p> <p>Centralina has made strides in advancing its federal action plan and seeks to replicate this success at the state level. To guide the organization's future state engagement, staff has developed a formal state advocacy agenda that addresses specific needs and desired policy outcomes. As part of the agenda development process, staff engaged the Board of Delegates, Regional Managers Group, and state relations consulting firm EQV Strategic to identify key issues and actionable goals.</p>						
<b>Requested Action / Recommendation:</b>						
Motion to approve the 2023 Raleigh Relations Advocacy Agenda.						
<b>Time Sensitivity:</b> <i>(none or explain)</i>	Executive Board approval at this stage will allow staff to begin implementing the advocacy agenda as early as possible during the NC Assembly's long session.					
<b>Budget Impact:</b> <i>(none or explain)</i>	None					
<b>Attachments:</b> <i>(none or list)</i>	<ul style="list-style-type: none"> <li>2023 Centralina Raleigh Relations Advocacy Agenda</li> </ul>					



## 2023 Raleigh Relations Advocacy Agenda

### Advocacy Category Definitions

- **Funding for Centralina** – Seeking direct appropriations to support Centralina’s work
  - Priorities in this category align with the Centralina workplan
- **Policy Shaping** – Informing state legislation
  - Priorities in this category have been identified based on input from the Board of Delegates and Regional Managers Group
- **Monitoring** – Tracking and reacting to state legislation
  - Priorities in this category have been identified based on input from the Board of Delegates and Regional Managers Group
- **Alignment with Other Organizations** – Tracking and supporting partner organizations’ advocacy activities
  - Priorities in this category are being addressed by other organizations

	<b>Advocacy Category</b>	<b>Priority Issue Area</b>	<b>Advocacy Goal</b>	<b>Centralina Strategies</b> <i>How Centralina will advocate for this priority</i>	<b>Support from EQV Strategics</b> <i>How Centralina’s state government relations consultant will support advocacy goals and strategies</i>
<b>1</b>	Funding for Centralina	CONNECT Beyond Regional Mobility Initiative Implementation	Two options: <ul style="list-style-type: none"> <li>• Seek \$500,000 to support and advance recommendations from Advancing the Plan Committee regarding regional transportation governance and prepare strategies and next steps.</li> <li>• Seek \$500,000 to develop mobility implementation plans to support rural and small-town transportation investments within identified mobility hubs.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue to build relationships with the region’s legislative delegation and educate them on the CONNECT Beyond vision and regional implementation actions.</li> <li>• Re-submit request to General Assembly to fund implementation options.</li> </ul>	<ul style="list-style-type: none"> <li>• Develop strategy for securing funding for CONNECT Beyond implementation</li> <li>• Build and strengthen relationships with key champions and other relevant legislators</li> <li>• Arrange briefings with legislators</li> <li>• Coordinate and participate with any efforts from stakeholders/governments within region that are advocating for mobility, transit, or transportation</li> </ul>
<b>2</b>	Funding for Centralina	Electric Vehicle Infrastructure - Strategic Mobility Investments for All Communities	<ul style="list-style-type: none"> <li>• Seek \$250,000 to prepare our small towns and rural areas for transportation investments through capacity building, education, grant writing and cross-agency coordination and \$150,000 to seed pilot project investments (or provide local match) in small towns and rural communities.</li> </ul>	<ul style="list-style-type: none"> <li>• Seek funding from legislative delegation from small towns/rural areas to ensure their constituents can take advantage of funding through National Electric Vehicle Infrastructure Formula Program and NCDOT focused funding to support Justice40 Initiative and NC’s <i>Transportation to a Clean Equitable Economy</i> targets.</li> </ul>	<ul style="list-style-type: none"> <li>• Advise on engagement strategies</li> <li>• Build and strengthen relationships with key champions and other relevant legislators</li> <li>• Arrange briefings with legislators</li> </ul>
<b>3</b>	Funding for Centralina	Comprehensive Economic Development Strategy 2023-2028 Implementation	<ul style="list-style-type: none"> <li>• Seek \$150,000 to complete a follow-up analysis to identify cross-linkages in workforce, supply chain and commercialization needs of the employers in the region’s major industry clusters (advanced manufacturing, healthcare, IT, logistics and financial services). Study would develop specific solutions to support</li> </ul>	<ul style="list-style-type: none"> <li>• Educate the region's legislative delegation and state agencies on the CEDS vision and recommendations.</li> <li>• Seek funding from legislative delegation for Cluster Cross-linkage Analysis project.</li> </ul>	<ul style="list-style-type: none"> <li>• Advise on engagement strategies</li> <li>• Build and strengthen relationships with key champions and other relevant legislators</li> <li>• Arrange briefings with legislators</li> </ul>



			Comprehensive Economic Development (CEDS) implementation.		
4	Monitoring	Aging Infrastructure	<ul style="list-style-type: none"> <li>Support legislation, funding, and other efforts to improve aging water, wastewater, stormwater, and transportation infrastructure in all our communities.</li> </ul>	<ul style="list-style-type: none"> <li>Promote state and federal grant opportunities for funding local infrastructure projects</li> </ul>	<ul style="list-style-type: none"> <li>Update Centralina staff on policy changes as needed</li> </ul>
5	Monitoring	Taxing Authority for Local Municipalities	<ul style="list-style-type: none"> <li>Monitor legislation governing municipal taxing authority.</li> </ul>	<ul style="list-style-type: none"> <li>Track General Assembly's action</li> </ul>	<ul style="list-style-type: none"> <li>Update Centralina staff on policy changes as needed</li> </ul>
6	Monitoring	Medicaid Expansion	<ul style="list-style-type: none"> <li>Monitor legislation designed to expand Medicaid coverage for more individuals in our region.</li> </ul>	<ul style="list-style-type: none"> <li>Track General Assembly's action</li> </ul>	<ul style="list-style-type: none"> <li>Update Centralina staff on policy changes as needed</li> </ul>
7	Monitoring	Tree Canopy/Tree Ordinances	<ul style="list-style-type: none"> <li>Monitor legislation limiting local tree-protection ordinances</li> </ul>	<ul style="list-style-type: none"> <li>Track General Assembly's action</li> <li>Track NC League of Municipalities advocacy efforts around local control</li> </ul>	<ul style="list-style-type: none"> <li>Update Centralina staff on policy changes as needed</li> </ul>
8	Alignment with Other Organizations	Long-Term Care Ombudsman Program Funding	<ul style="list-style-type: none"> <li>Seek an increase in recurring funding for the Long-Term Care Ombudsman program by \$2,500,000 to cover the cost of nine additional ombudsman positions statewide and close a funding gap for existing positions.</li> </ul>	<ul style="list-style-type: none"> <li>Support/promote NCARCOG's funding request</li> </ul>	<ul style="list-style-type: none"> <li>Update Centralina staff on policy changes as needed</li> </ul>



# **CENTRALINA**

## **REGIONAL COUNCIL**

### **Item 8**



## Board Agenda Item Cover Sheet

<b>Board Meeting Date:</b>	January 11, 2023	<b>Agenda Item Type:</b>	<b>Consent:</b>	<input type="checkbox"/>	<b>Regular:</b>	<input checked="" type="checkbox"/>
<b>Submitting Person:</b>	Denise Strosser	<b>Presentation Time:</b>	5 minutes			
<b>Presenter at Meeting:</b>	Denise Strosser	<b>Phone Number:</b>	(704) 372-2416			
		<b>Email:</b>	dstrosser@centralina.org			
<b>Alternate Contact:</b>	Geraldine Gardner	<b>Phone Number:</b>	(704) 248-2703			
		<b>Email:</b>	ggardber@centralina.org			
<b>Submitting Department:</b>	Finance	<b>Department Head Approval:</b>	Denise Strosser			
<b>Description of Agenda Item:</b>						
<p>The Executive Board will review the placeholder annual operating and pass-through budget proposals for Fiscal Year 2024 prior to approval by the Board of Delegates at the annual meeting in February.</p>						
<b>Background &amp; Basis of Recommendations:</b>						
<p>To comply with the Charter Resolution, the budgets for Centralina must be adopted by the Council no later than April 15th of each year. The Board of Delegates meets in February and then again in May, so the adoption must occur at the February 2022 meeting to comply with the Charter.</p> <p>The proposed membership dues assessment for Fiscal Year 2024 remains unchanged at \$0.24 per capita with no minimal assessment, as adopted for Fiscal Year 2023.</p>						
<b>Requested Action / Recommendation:</b>						
<p>Motion to recommend the proposed FY2024 operating and passthrough place holder budget ordinances in the amount of \$7,983,464 and \$19,852,101, respectfully and the membership dues assessment of \$0.24 per capital with no minimal assessment per member to be approved for consideration for adoption by the Board of Delegates.</p>						
<b>Time Sensitivity:</b>	As described above					
<b>Budget Impact:</b>	As described above					
<b>Attachments:</b>	FY24 Annual Operating Budget Ordinance FY24 Annual Pass-Through Budget Ordinance					

**Fiscal Year 2023 - 2024 Proposed Annual Operating Budget Ordinance**

<b>ANTICIPATED REVENUES</b>	<b>FY2022 Audited YE <u>Budget</u></b>	<b>FY2022 Audited YE <u>Actuals</u></b>	<b>FY2023 Adopted <u>Budget</u></b>	<b>FY2023 Estimated CY <u>Budget</u></b>	<b>FY2024 Placeholder <u>Budget</u></b>
<b>Program Revenues</b>					
Restricted Intergovernmental Revenue	5,032,542	4,356,601	5,699,605	4,871,482	4,990,353
Technical Assistance Projects	1,307,233	1,180,164	621,569	1,840,777	1,240,777
Other Program Revenue	718,543	618,663	257,473	790,831	790,831
Fund Balance Appropriated	270,000	-	-	-	-
<b>Total Program Revenue</b>	<b>7,328,318</b>	<b>6,155,428</b>	<b>6,578,647</b>	<b>7,503,090</b>	<b>7,021,961</b>
<b>Other Revenues</b>					
Member Dues Support	910,000	908,409	929,000	928,715	937,503
Interest and Other Revenue	3,000	1,851	1,000	20,000	24,000
<b>Total Other Revenues</b>	<b>913,000</b>	<b>910,260</b>	<b>930,000</b>	<b>948,715</b>	<b>961,503</b>
<b>TOTAL ANTICIPATED REVENUES</b>	<b>8,241,318</b>	<b>7,065,688</b>	<b>7,508,647</b>	<b>8,451,805</b>	<b>7,983,464</b>
<b>EXPENSE APPROPRIATIONS</b>					
Member services, Board and committees	349,070	310,185	225,000	706,768	720,000
Management and Business Operations	2,012,836	1,856,295	1,935,000	1,903,372	1,922,500
Information Technology	179,338	158,047	165,000	208,720	215,000
Community and Economic Development Depart.	1,214,068	1,079,101	696,188	1,173,886	1,200,000
Planning Department	1,346,713	1,272,405	620,509	1,405,622	805,000
Area Agency on Aging Department	3,843,178	3,239,520	4,656,950	3,863,622	3,863,622
Workforce Development Department	951,476	828,736	830,000	961,048	1,064,000
Indirect Costs Representation	(1,655,361)	(1,605,901)	(1,620,000)	(1,771,233)	(1,806,658)
<b>TOTAL EXPENSE APPROPRIATIONS</b>	<b>8,241,318</b>	<b>7,138,388</b>	<b>7,508,647</b>	<b>8,451,805</b>	<b>7,983,464</b>
<b>Revenues over expenditures</b>	<b>-</b>	<b>(72,700)</b>	<b>-</b>	<b>-</b>	<b>-</b>



**Fiscal Year 2023-2024 Placeholder Grant Pass Through Budgets Proposal**

<u>Program</u>	<u>FY2022 Audited YE Budget</u>	<u>FY2022 Audited YE Actuals</u>	<u>FY2023 Adopted Budget</u>	<u>FY2023 Current Authorization 12.31.2022</u>	<u>FY2024 Placeholder Budget</u>
<b>Area Agency on Aging</b>					
HCC Block Grant	11,992,458	10,741,279	9,850,000	11,500,000	11,500,000
USDA Supplement	650,000	597,301	650,000	650,000	650,000 (1)
Title III-B Legal	188,405	121,102	85,000	102,922	103,000
Family Caregiver	555,020	486,415	520,000	572,818	573,000
Disease Prevention/Health Promotion	55,000	29,385	40,000	52,300	52,300
State Senior Center General Purpose	119,835	114,550	120,000	116,616	117,000
Heat Fan Relief	14,363	14,354	15,000	14,363	15,000
Families First	78,983	78,983	-	-	-
CARES HCC Block Grant	1,338,653	1,335,356	-	-	-
Supplemental Nutrition	763,729	716,743	-	45,973	-
ARPA Support Services	-	-	-	209,103	209,000
ARPA Congregate Nutrition	-	-	-	1,727,801	1,727,801
APA Home Delivered meals	-	-	-	1,107,478	1,170,000
	<u>15,756,446</u>	<u>14,235,468</u>	<u>11,280,000</u>	<u>16,099,374</u>	<u>16,117,101</u>
 (1) This program does not have a lump sum authorization currently. It is authorized at .75 per meal. Current Authorization is an estimate.					
<b>Workforce Development</b>					
WIOA - XX-4010 Administrative Cost Pool	119,944	79,610	450,000	23,495	80,000
WIOA XX-4020 Adult Services	1,229,675	1,235,962	1,275,000	1,188,627	1,200,000
WIOA XX-4030 Dislocated Worker	957,209	630,878	950,000	940,887	950,000
WIOA XX-4040 Youth Services	1,172,304	897,745	1,250,000	1,180,392	1,250,000
WIOA XX-4050 Youth Initiative	83,469	-	65,000	62,586	65,000
WIOA XX-4050 Finish Line Grant	239,712	42,993	105,000	108,871	105,000
WIOA XX- XXXX Infrastructure Cost	96,109	96,108	85,000	90,249	85,000
WIOA NC Works Innovation Fund	182,425	136,163	-	-	-
NDWG COVID 2X-3130	250,000	-	-	214,637	-
	<u>4,330,847</u>	<u>3,119,459</u>	<u>4,180,000</u>	<u>3,809,744</u>	<u>3,735,000</u>
<b>Total Grant</b>	<u>20,087,293</u>	<u>17,354,927</u>	<u>15,460,000</u>	<u>19,909,118</u>	<u>19,852,101</u>



# **CENTRALINA**

## **REGIONAL COUNCIL**

### **Item 9**

## Board Agenda Item Cover Sheet

<b>Board Meeting Date:</b>	January 11, 2023	<b>Agenda Item Type:</b>	<b>Consent:</b>		<b>Regular:</b>	X
<b>Submitting Person:</b>	Geraldine Gardner	<b>Presentation Time:</b>	10min.			
<b>Presenter at Meeting:</b>	Nominating Committee Members	<b>Phone Number:</b>				
		<b>Email:</b>				
<b>Alternate Contact:</b>	Geraldine Gardner	<b>Phone Number:</b>	704-351-7130			
		<b>Email:</b>	ggardner@centralina.org			
<b>Submitting Department:</b>	Administration	<b>Department Head Approval:</b>	Geraldine Gardner			
<b>Description of Agenda Item:</b> <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
The Nominating Committee will provide an update on its activities in advance of the February Board of Delegates meeting.						
<b>Background &amp; Basis of Recommendations:</b>						
<p>Article IX, Section B of the CCOG bylaws states:</p> <p><i>The Executive Board, prior to the Council meeting each year at which elections are to be held, shall appoint a Nominating Committee of three (3) delegates. At the Council's meeting each year at which the elections are to be held, and prior to the election of officers by the Council at that meeting, the Nominating Committee shall submit to the Council the names of proposed officers. Nominations from the floor may be made. The person receiving the highest number of votes cast for each office shall be deemed elected.</i></p>						
<b>Requested Action / Recommendation:</b>						
Receive as information						
<b>Time Sensitivity:</b> <i>(none or explain)</i>	The Board of Delegates will vote on the proposed slate of officer nominees at the February 8, 2023 annual meeting					
<b>Budget Impact:</b> <i>(none or explain)</i>	None					
<b>Attachments:</b> <i>(none or list)</i>	None					



# **CENTRALINA**

## **REGIONAL COUNCIL**

### **Item 9**

**No attachments. Presentation to be made during meeting.**



# **CENTRALINA**

## **REGIONAL COUNCIL**

### **Item 10**



## Board Agenda Item Cover Sheet

<b>Board Meeting Date:</b>	Jan. 11, 2023	<b>Agenda Item Type:</b>	<b>Consent:</b>		<b>Executive Session</b>	x
<b>Submitting Person:</b>	Narissa Claiborne	<b>Presentation Time:</b>	5 minutes			
<b>Presenter at Meeting:</b>	Denise Strosser	<b>Phone</b>	(704) 372-2416			
		<b>Email:</b>	dstrosser@centralina.org			
<b>Alternate Contact:</b>	Bobby Compton	<b>Phone</b>	(704) 677-4709			
		<b>Email:</b>	bcompton@moorevillenc.gov			
<b>Submitting Department:</b>	Finance	<b>Department Head</b>	Denise Strosser			
<b>Description of Agenda Item:</b> <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
This Agenda item will take place in a closed Executive Session.						
<b>Background &amp; Basis of Recommendations:</b>						
An executive (closed) session will take place after the regular Executive Board has approved the motion to hold an executive session.						
<b>Requested Action / Recommendation:</b>						
<i>A motion to enter into closed session pursuant to N.C.G.S. § 143-318.11(a)(6).</i>						
<b>Time Sensitivity:</b> <i>(none or explain)</i>	None					
<b>Budget Impact:</b> <i>(none or explain)</i>	N/A					
<b>Attachments:</b> <i>(none or list)</i>	None					



# **CENTRALINA**

## **REGIONAL COUNCIL**

### **Item 10**

**No attachments. Presentation  
to be made during meeting.**