



**Wednesday, March 13, 2013**  
 6:30 p.m. to 8:30 p.m.  
 Centralina Council of Governments  
 525 North Tryon Street, 12<sup>th</sup> Floor  
 Charlotte, NC 28202

## The Executive Board Agenda

The Chairperson, Martha Sue Hall, cordially invites you to attend a **CONNECT Work Session Update from 4:30-6 p.m.** prior to the Centralina Executive Board meeting for **Wednesday, March 13, 2013** in the **Catawba Room** (formally known as the main conference room) **on the 12<sup>th</sup> Floor**. A **light dinner will be served at 6 p.m.** followed by the **call to order at 6:30 p.m.**

Time	Item	Presenter						
4:30-6:00 p.m.	<b>CONNECT Work Session Update</b>	Sushil Nepal						
6 p.m.	<b>Dinner</b> <i>Please RSVP to Barbie Blackwell at <a href="mailto:bblackwell@centralina.org">bblackwell@centralina.org</a> or (704) 348-2728 by 12 noon on March 12, 2013 so catering can be arranged.</i>	Barbie Blackwell						
6:30 p.m.	<b>Call to Order, Welcome &amp; Declaration of Quorum</b>	Martha Sue Hall						
	<b>Amendments to the Agenda</b> (if any)	Martha Sue Hall						
<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>								
Consent Agenda Item Attachment #1	<b>Approval of the Executive Board Minutes from the January 9, 2013 meeting:</b> <i>The minutes of the January 9, 2013 meeting have been sent to all members of the Executive Board and should be approved if correct.</i>  <b>ACTION REQUESTED:</b> <i>I move to approve the January 9, 2013 Executive Board minutes.</i>	Martha Sue Hall						
Consent Agenda Item Received as information	<b>Report of Services Agreements:</b> <i>This is a list of agreements entered into with member governments and other non-member jurisdictions since the last report. Under these agreements, staff will provide technical assistance to the local government. No action required.</i>	Martha Sue Hall						
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Member Government for FY 2012-13</th> <th style="text-align: left;">Cost</th> </tr> </thead> <tbody> <tr> <td>McAdenville Board Planning Training</td> <td>\$666.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$666.00</b></td> </tr> </tbody> </table>		Member Government for FY 2012-13	Cost	McAdenville Board Planning Training	\$666.00	<b>Total</b>	<b>\$666.00</b>
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	McAdenville Board Planning Training		\$666.00					
<b>Total</b>	<b>\$666.00</b>							
<i>*No Member hours were used on these projects.</i>  <i>[Note: On any other project, membership hours are provided in accordance with Centralina policy.]</i>								
Consent Agenda Item Attachment # 2	<b>Approval of Contract with Seven Hills Town Planning Group to provide Scenario Planning services related to CONNECT Our Future Project:</b> <i>Centralina Council of Governments (CCOG) recommends the Seven Hills Town Planning Group, Inc. to provide Scenario Planning services to the CONNECT Our Future project. The contractor was selected through a competitive solicitation process, the selection of the firm and the scope within the contract has been reviewed and approved by HUD. The scenario planning initiative will last until December of 2014 and the estimated total for the project is \$467,600.00 and paid with grant funds. The budget for CONNECT Our Future Project was reviewed and approved by the Board of Delegates at their on May 9, 2012 meeting.</i>  <b>ACTION REQUESTED:</b> <i>I move to approve the contract with Seven Hills Town Planning Group, Inc. for CONNECT Our Future - Scenario Planning Services in the amount of \$467,600.</i>	Martha Sue Hall						

## The Executive Board Agenda

Time	Item	Presenter																								
Consent Agenda Item	<p><b>Approval of Contract for Audit Services:</b>  <i>Dixon Hughes Goodman LLP has submitted a proposal to audit Centralina Council of Governments' accounts for the fiscal year ended June 30, 2013 in the amount of \$57,500. This is the same amount as the audit fees for the year ended June 30, 2012. Dixon Hughes Goodman LLP has administered audit services to Centralina for over twenty years, and management is recommending the Executive Board accept this proposal.</i></p> <p><b>ACTION REQUESTED:</b> <i>I move to approve the proposal and contract with Dixon Hughes Goodman LLP for audit services in the amount of \$57,500 for the fiscal year ended June 30, 2013.</i></p>	Martha Sue Hall																								
Consent Agenda Item Attachment #3	<p><b>Appointment of the Centralina Economic Development Commission Board:</b>  <i>The CEDC was formed to serve as the local federally designated Economic Development District (EDD) for the nine county region to maintain eligibility for grants from EDA and other federal and state sources. The CEDC also has the responsibility as the local EDD to manage and implement a regional Comprehensive Economic Development Strategy (CEDS) that was adopted in 2004 and most recently updated for a 2012-2017 Plan, "Prosperity for Greater Charlotte Project". The Executive Board of the Centralina Council of Governments formally appoints new members recommended by CCOG and the current Board of the CEDC.</i></p> <p><i>The Commission has met regularly and undertaken new regional projects to stimulate job creation and investment in our regional economy. The CEDC has sponsored activities that are broad in scope to strengthen regional competitive advantage, develop nascent regional clusters and support our manufacturing heritage.</i></p> <p><b>For reference CEDC membership tenure and number:</b>  <i>The number of Directors constituting the Board of Directors of the Commission shall be not less than twenty-five (25) nor more than thirty-one (31). Each Director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor shall have been appointed and qualified. Directors shall be appointed for a Three (3) year term. Vacancies on the Board of Directors may be, but shall not be required, replaced so long as the minimum number of Directors is maintained. Directors may be reappointed without limitation.</i></p> <p><b>ACTION REQUESTED:</b> <i>I move that the CCOG Executive Board appoint the four (4) recommended persons to serve on the Centralina Economic Development Commission Board for the three year term as set forth.</i></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="4" style="background-color: #d9e1f2;">Term: March 1, 2013 - February 28, 2016</th> </tr> <tr> <th style="background-color: #d9e1f2;">Name</th> <th style="background-color: #d9e1f2;">Representing</th> <th style="background-color: #d9e1f2;">Recommended by</th> <th style="background-color: #d9e1f2;">Organization</th> </tr> </thead> <tbody> <tr> <td>Joe Carpenter</td> <td>Gaston County</td> <td>Gaston County BOC</td> <td>Gaston County BOC</td> </tr> <tr> <td>John Pruitt</td> <td>Rowan County-Private Sector</td> <td>Rowan County BOC</td> <td>Trinity Healthcare</td> </tr> <tr> <td>Robert Van Geons</td> <td>Rowan Public</td> <td>CCOG</td> <td>Rowan Works</td> </tr> <tr> <td>Astrid</td> <td>Regional</td> <td>CCOG</td> <td>Latin American Chamber</td> </tr> </tbody> </table>	Term: March 1, 2013 - February 28, 2016				Name	Representing	Recommended by	Organization	Joe Carpenter	Gaston County	Gaston County BOC	Gaston County BOC	John Pruitt	Rowan County-Private Sector	Rowan County BOC	Trinity Healthcare	Robert Van Geons	Rowan Public	CCOG	Rowan Works	Astrid	Regional	CCOG	Latin American Chamber	Martha Sue Hall
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## The Executive Board Agenda

Time	Item				Presenter
	Chirinos			of Commerce	
	Manuel Rey	Charlotte/ Mecklenburg	CCOG	Fifth Third Bank	
<b>Regular Business</b>					
<i>Regular Business 15 minutes</i>	<b>Report on Career Highlights:</b> <i>Career Headlights operationalizes one of the principle recommendations of the recently completed Comprehensive Economic Development Strategies report. David Hollars will present the Career Headlights initiative and describe implementation steps underway.</i>				David Hollars
<i>Regular Business 10 minutes</i>	<b>Update on Prosperity Great Charlotte County Reports:</b> <i>Each county has been provided their own assessment sub-report of the economic conditions and industry data gained from the project work. The individual county report includes analysis, narrative, and graphics that provide employment growth trends, industry composition, workforce conditions, and private sector industry cluster analysis. Also included is a breakdown of jobs and employment performance with 5 year forecast for the top 15 industries in the county by 4 Digit NAICS code.</i>  <i>The report concludes with analysis and results of corresponding Occupation Clusters matching the industry data at the county level. The data and findings are available for officials, citizens, economic chambers and organizations as well as educators to utilize in evaluation and planning of economic, workforce, and education activity at the local level.</i>				Mike Manis
<i>Regular Business 10 minutes</i>	<b>Update on CONNECT Our Future:</b> <i>Sushil Nepal, CONNECT Project Manager, will give a brief status report on the progress of the CONNECT Our Future initiative.</i>				Sushil Nepal
<i>Regular Business 5 minutes</i>	<b>Regional Reality Check:</b> <i>Centralina will host a Reality Check on June 4, 2013 at the Charlotte Convention Center, which begins the second phase of CONNECT Our Future public engagement. Rebecca Yarbrough will present information about the role of the COG Board in identifying and recommending individuals from throughout the region to participate in this event.</i>				Rebecca Yarbrough
<i>Regular Business 5 minutes Attachments #4 and 5</i>	<b>Region of Excellence Awards:</b> <i>Centralina Council of Governments (CCOG) works with our member governments to help grow our region's economy and jobs, control the cost of government and improve quality of life. CCOG celebrates the region's outstanding achievements towards these goals through the Annual Region of Excellence Awards. To recognize your jurisdiction's successes and commitment to excellence, Centralina invites your participation in this year's awards, which marks eight years of celebrating the achievements of our members.</i>  <i>We are asking our member jurisdictions to nominate an innovative project, program or plan that has been implemented in 2012 that contributes to significant and positive advancements in the regional community. We will recognize regional excellence in the following categories:</i> <ul style="list-style-type: none"> <li>• Controlling the Cost of Government</li> <li>• Growing the Economy</li> <li>• Improving Quality of Life</li> </ul>				Audrey McCaskill



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Time	Item	Presenter
	<i>The deadline for these submittals is April 19, 2013. Submittals will be reviewed by a panel of impartial judges from the public and private sectors who serve the region. Awardees will be honored during a special ceremony at our Annual Meeting on Wednesday, May 8, 2013.</i>	
Regular Business Attachment #6 30 minutes	<b>Strategic Planning Report:</b> <i>The Executive Board conducted a strategic planning session on February 11. The report for that meeting is attached. This meeting marks the beginning of the execution of the strategies to achieve the goals identified by the Executive Board. COG staff will review the report and present the draft strategies to achieve the goals and will ask the Board for input on the strategies. The Board will be asked to approve the Strategic Plan as amended based on Executive Board input.</i>	Jim Prosser
5 minutes	<b>Comments from the Executive Board</b>	Martha Sue Hall
5 minutes	<b>Comments from the Chairperson</b>	Martha Sue Hall
5 minutes	<b>Comments from the Executive Director</b>  <b>1. Board Orientation Update – February 13, 2013</b> <i>Centralina COG hosted a Board Orientation for new and seasoned board members from 4-6 p.m. on Wednesday, February 13, 2013. Jim Prosser, Executive Director will give a report on the following topics:</i> <ul style="list-style-type: none"> <li>· <i>General Feedback/Comments about the session</i></li> <li>· <i>Frequency of orientation (should we do more than one in the year)</i></li> <li>· <i>Relevancy of information (it would be helpful to recap what all was discussed to ensure we didn't miss anything; maybe you could distribute the booklet)</i></li> <li>· <i>Should we do an orientation specifically for repeat Board members (not just the new ones)</i></li> </ul> <b>2. CCOG Communication Follow-up:</b> <ul style="list-style-type: none"> <li>· Follow-up on takeaways from the board meetings</li> <li>· Minutes</li> <li>· Newsletter</li> </ul>	Jim Prosser
	<b>Adjournment</b>	Martha Sue Hall

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**Executive Board Minutes**

**January 9, 2013**

Officers Present	Delegates Present	Delegates Not Present	Centralina Staff
Martha Sue Hall, Chairperson Michael Johnson, Vice-Chairman Lindsey Dunevant, Treasurer Patsy Kinsey, Secretary	Jarvis Woodburn Sarah McAulay Will Cauthen Bobby Compton Rick Burleyson Carl Robinson, Jr. Devin Rhyne Darlene Luther George Dunlap Bill Feather Jerry Simpson	Joe Carpenter	Jim Prosser Barbie Blackwell Tonya Frye Venecia Rock Gayla Woody Sushil Mike Manis <i>Steve Meckler – CCOG Legal Counsel</i>  <i>Becky Veasey, Special Guest from The MAPS Group</i>

1. **Call to Order** – Chairperson Martha Sue Hall called the meeting to order at 6:30 p.m. The Clerk verified and the CCOG attorney confirmed a quorum was present.
2. **Amendments to the Agenda** – There were no additions to the agenda.
3. **Installation of CCOG Officer:** – Steve Meckler, CCOG’s Attorney, installed Commissioner Lindsey Dunevant to serve as the new Treasurer for the Centralina COG’s Board for 2013.
4. **Consent Agenda** – Councilperson Patsy Kinsey made the motion to approve all items on the consent agenda. Commissioner George Dunlap seconded the motion. The motion was approved. Items on the consent agenda included:
  1. Minutes from October 10, 2012.
  2. Minutes from the October 30, 2012 special call meeting.
  3. Report of Service Agreements.
  4. Appointment to the Centralina Economic Development Commission Board.
5. **Amendment to the Centralina COG FY 2012-13 Annual Operating Budget Ordinance** – Tonya Frye, Finance Director, recommended for approval an amendment to the CCOG’s FY 2012-13 Annual Operating Budget for a total amount of \$48,465 for the fiscal year ending in June 30, 2012. The amendment reflects an adjustment to the revenues and expenditures. The budget amendment included a higher fringe benefit rate and a lower indirect rate than the rates adopted at the May 9, 2012 meeting.

Councilperson Darlene Luther made the motion to approve the amendment of the CCOG’s Annual Operating Budget Ordinance for \$48,465 that would adjust revenues and expenditures as outlined in the budget of \$7,196,030. Councilperson Patsy Kinsey seconded the motion. The motion was approved.



6. **Amendment to the Centralina COG FY 2011-12 Grant Projects Budget Ordinance** – Tonya Frye, Finance Director, recommended for approval an amendment to the Centralina COG’s FY 2011-2012 Grants Project (pass through funds) Budget Ordinance for the fiscal year ending June 30, 2012. The amendment reflects an increase of revenues for \$12,000 for legal services that were provided through the Centralina Area Agency on Aging (CAAA). Additional funds were awarded in July 2012 and accepted to provide funding to CCOG’s member governments even though it would result in a budget violation. The amendment acknowledges CCOG’s conscious efforts to accept additional funding, which provides greater reimbursement to its sub-recipients. Ms. Frye also noted that expenditures were increased by the same amount to reflect the additional revenue.
7. **Maps Group** – Centralina COG contracted with the MAPS Group in August 2012 to conduct a Classification and Pay Study for the organization. The study would establish an equitable compensation program. The compensation program would: respond to market influences in setting the framework for competitive salaries; ensure an environment of internal equity, and promote opportunities for growth and development. CCOG’s last pay study was conducted in 2007 and recommended that these studies should be conducted every five years.

Becky Veasey, Lead Consultant with the MAPS Group, made a brief presentation on the basic findings outlined in the study. The salary survey collected information from a list of benchmark organizations that were approved by the CCOG’s Management Team. Management felt these organizations were similar to CCOG and/or directly competed with the organization such as Atlanta Regional COG, Triangle J COG, Piedmont Triad COG, Land of Sky Regional Council, North Central Texas COG, North East Florida Regional Council, Catawba Regional COG, Mecklenburg County, and the City of Charlotte. Job class comparisons are based on job content and job requirements. The study findings indicated that in most cases, CCOG starting salaries were at or above market. However, the study did identify that in some cases CCOG’s actual salaries reflected compression.

The MAPS Group recommended adjusting some of CCOG’s salaries that would effectively address the issue of compression. CCOG’s Management Team carefully reviewed the findings of the study and approved making the adjustments recommended in the study. Some employees would see an increase in pay, but other employees will not receive a salary decrease because of this study.

Commissioner George Dunlap made the motion to receive the CCOG’s Classification and Pay Study presented by the MAPS Group and to implement the salary adjustments as outlined in the study. Councilperson Patsy Kinsey seconded the motion. The motion was approved.

8. **Board Orientation Manual** – CCOG will host a Board Orientation for all new and seasoned board members on February 13 from 4-6 p.m. at the Hilton prior to the Board of Delegates meeting. Jim Prosser, CCOG’s Executive Director, presented the orientation manual that outlines what CCOG is and the services it provides in the region.
9. **Status report on CONNECT Our Future: Vibrant Communities – Robust Region** – Sushil Nepal, CONNECT Project Manager, noted that CCOG continues with Phase I of the CONNECT Our Future public engagement, collecting public feedback on the needs and values that the region’s residents believe are important to their community. Staff will continue collecting the feedback through the end of February during the open houses and the focus groups. Mr. Nepal noted that the Community Conversation Kit is another tool for obtaining public feedback.

Mr. Nepal also noted that CCOG staff has started collecting the data from the member governments needed for the base information that would be used in the scenario planning.

Mr. Nepal reported that 71 members have signed on as consortium members. Mr. Nepal handed out an updated list of the consortium members and open houses. He noted that there are six remaining open houses scheduled in Charlotte through the end of February.

- 10. Status report on the Comprehensive Economic Development Strategy** – Mike Manis, Community and Economic Development Director, noted that Business Carolina was hosting a Global Competitiveness Summit II on February 21 at the CPCC Central Campus.

Mr. Manis also noted the CEDS Reports for individual counties are available. The report contains the industry analysis and economic assessment and the industry and occupational analysis for each county.

- 11. Comments from the Board of Delegates** – There were no comments.

- 12. Comments from the Chairperson** – Chairperson Hall recognized and thanked Vice Chairman Johnson for representing CCOG on a panel with Mayor Doug Echols at the Charlotte Business Journal meeting.

Chairperson Hall thanked the CCOG staff for their tremendous coverage and support in answering questions by the public to help them better understand the process of the CONNECT project. Chairperson Hall encouraged fellow elected officials to give their support and encourage attendance at the open houses scheduled in Charlotte for February.

Chairperson Hall also noted that CCOG staff continues to work on scheduling monthly meetings between the CCOG Board and the Catawba Regional COG Board to discuss regional issues.

- 13. Comments from the Executive Director** – Jim Prosser, CCOG’s Executive Director, asked the elected officials to review the monthly e-newsletter and provide any feedback on changes that CCOG can make that would enable Board members to use it at their own board meetings to communicate the value of CCOG.

Mr. Prosser noted that CCOG’s mission is to help grow the economy, grow jobs, control the cost of government and improve the quality of life for the region. He highlighted the strength of CCOG's relationship with regional managers developed by hosting regular manager meetings, and CCOG's staff support of the Conference of Regional Mayors meetings.

Mr. Prosser also noted that CCOG is focused on marketing and better communicating the value of what CCOG brings to the region.

Mr. Prosser thanked the CCOG Board members for their active leadership as Champions to the organization. He said the organization could not survive nor thrive without the Board's support.

- 14. Adjournment** – With no further business, the Chairperson adjourned the meeting at 8:54 p.m.

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**Contract #5811-13**

## **SUBCONTRACTOR AGREEMENT**

**AGREEMENT BETWEEN CENTRALINA COUNCIL OF GOVERNMENTS  
AND  
SEVEN HILLS TOWN PLANNING GROUP, INC.,  
FOR  
THE HUD SUSTAINABLE COMMUNITIES REGIONAL PLANNING GRANT PROGRAM**

THIS AGREEMENT (this "Agreement") is entered into this September 01, 2012 by and between the Centralina Council of Governments (the "Grantee") and Seven Hills Town Planning Group, Inc. (the "Subcontractor").

WHEREAS, the Grantee, as lead agency for the CONNECT Consortium, consisting of governments and non-profit and private organizations in 14 counties in North and South Carolina, including Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union in North Carolina, and Chester, Lancaster, Union, and York in South Carolina (collectively, the "Consortium"), has applied for and received a Sustainable Communities Regional Planning Grant from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 in the amount of \$4,907,543.70, identified by HUD as Assistance Award Instrument number NCRIP0058-11, funded under Catalog of Federal Domestic Assistance (CFDA) Number 14.703 (collectively, such grant, its funds, and its applicable regulations and requirements, the "Program");

WHEREAS, Subcontractor is a commercial, for-profit organization with DUNS Number 064562559 and Central Contractor Registration (CCR) CAGE number 6UAV3;

WHEREAS, Grantee will provide the Program director and day-to-day project manager and other support staff during the life of the Program;

WHEREAS, Grantee is a member of the Consortium, is the designated lead applicant in the Program proposal, and is named as the designated grantee in the grant award from HUD;

WHEREAS, Subcontractor was selected by Grantee to be a Subcontractor for the Program through a fair and open request for bid process; and

WHEREAS, the Grantee wishes to engage the Subcontractor to assist the Grantee in utilizing the Program funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

The Subcontractor will be responsible for administering a HUD Program activity from September 01, 2012 through December 31, 2014 in a manner satisfactory to the Grantee and consistent with any standards required by HUD as a condition of providing the Program funds. Such services will include the activities, service levels, manner and method of delivery, personnel, deliverables, and reports as fully described and agreed to between and executed by the parties on the applicable Scope(s) of Services attached hereto as **Exhibit A**, all as eligible under the HUD Program Guidelines for the Program. The Subcontractor will devote such time, efforts, and resources to the performance of the services as are reasonably necessary to accomplish the tasks specified in each Scope of Services. Each Scope of Services will identify the following:

- (A) that such Scope of Services is entered into pursuant to, and governed by, this Agreement and the date as of which the Scope of Services will be effective;
- (B) the nature and objectives of the services, the services to be performed, and any other obligations to be discharged by the Subcontractor and the Grantee;



- (C) the deliverables to be provided by the Subcontractor to the Grantee in connection with the services (the "Deliverables," including, but not limited to, specifically identifying the "Major Deliverables" and "Minor Deliverables");
- (D) functional and/or technical specifications (standards or guidelines) for the Deliverables (the "Specifications");
- (E) completion and acceptance criteria for the Deliverables;
- (F) a time schedule for performance of services by the Subcontractor and a related task plan; (G) the specific resources to be provided by the Subcontractor and the Grantee, including Key Personnel (if any) and the project roles of the personnel of the Subcontractor and the Grantee; and
- (H) the budget and schedule of payments to be made to the Subcontractor for services under the Scope of Services, subject to Section IV below.

II. TIME OF PERFORMANCE

Services of the Subcontractor will start on the September 01, 2012 and end on the December 31, 2014.

III. EXHIBIT B

**Exhibit B** is intentionally left blank and reserved for future use if needed for any amendments to this Agreement made pursuant to Section VI.F (Amendments).

IV. PAYMENT

It is expressly agreed and understood that the total to be paid by the Grantee for Subcontractor's complete performance (including all services and deliverables) under this Agreement will not exceed \$467,600 as provided in **Exhibit A**. Subcontractor's compensation under this Scope of Services will be provided on a fixed fee basis, payment of which is contingent upon Subcontractor's satisfactory performance under this Agreement in Grantee's sole and absolute discretion. Subcontractor will submit invoices for payment at least quarterly and not more frequently than monthly. Subcontractor will complete the portion of the CONNECT invoice cover sheet summarizing actual and projected invoice amounts by quarter as part of its first invoice submittal, and will update that section as needed with each subsequent invoice submittal to reflect actual invoice amounts and revised projections. Subcontractor's final invoice for payment will be marked "FINAL" and submitted by December 31, 2014. Payment of invoices will be made against the budget pursuant to Section I of this Agreement and in accordance with performance. Payments may be contingent upon certification of the Subcontractor's financial management system in accordance with the standards specified in OMB Circular A-110 or OMB Circular A-102, as applicable. **THE PAYMENT TERMS SET FORTH IN THIS AGREEMENT ARE CONTINGENT UPON GRANTEE'S RECEIPT OF PROGRAM GRANT FUNDS FROM HUD.**

V. NOTICES

Any notices to be given by either party to the other under this Agreement will be in writing and will be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by contract carrier or certified mail or e-mailed or otherwise electronically submitted, in all cases, with a confirmation of receipt and deemed to have been received by the other party on the date contained in the receipt, to the other party at the following address or to such other address as either party hereafter may designate in writing to the other party:

<u>Grantee</u>	<u>Subcontractor</u>
Jim Prosser, Executive Director Centralina Council of Governments 525 North Tryon St., 12 <sup>th</sup> Floor Charlotte, NC 28202 Telephone 704-372-2416 (Fax Number) 704-347-4710	Matt Noonkester, Principal Seven Hills Town Planning Group, Inc. 728 Wild Berry Court Marvin, NC 28173 Telephone 704-243-5900 (Fax Number) N/A

[jrosser@centralina.org](mailto:jrosser@centralina.org)

[matt.noonkester@seven-hills-group.com](mailto:matt.noonkester@seven-hills-group.com)

With a required copy that shall  
not constitute notice to:  
Sushil Nepal, CONNECT Project Manager  
[snepal@centralina.org](mailto:snepal@centralina.org)

VI. GENERAL CONDITIONS

A. General Compliance

1. In signing this Agreement, the Subcontractor agrees to comply with all of the requirements and conditions contained in this Agreement and to acknowledge in writing receipt of any compliance training materials provided by Grantee.
2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE SUBCONTRACTOR AGREES TO REVIEW AND COMPLY WITH THE REQUIREMENTS OF TITLE 24 OF THE CODE OF FEDERAL REGULATIONS, PART 570 (THE "HUD REGULATIONS").
3. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE SUBCONTRACTOR ALSO AGREES TO REVIEW AND COMPLY WITH ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND POLICIES GOVERNING THE FUNDS PROVIDED UNDER THIS AGREEMENT AND THE PROGRAM.
4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE SUBCONTRACTOR AGREES TO COMPLY WITH THE APPLICABLE REQUIREMENTS AND PROVISIONS SET FORTH IN THE ATTACHED **EXHIBIT C** COOPERATIVE AGREEMENT TERMS AND CONDITIONS.
5. THE SUBCONTRACTOR FURTHER AGREES TO UTILIZE FUNDS AVAILABLE UNDER THIS AGREEMENT TO SUPPLEMENT RATHER THAN SUPPLANT FUNDS OTHERWISE AVAILABLE.
6. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE SUBCONTRACTOR AGREES TO REVIEW AND COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE PROGRAM, ALL APPLICABLE HUD REGULATIONS, AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND POLICIES WHETHER OR NOT SUCH LAWS, REGULATIONS, AND POLICIES ARE SPECIFICALLY STATED AS A REQUIREMENT OF SUBCONTRACTOR IN THIS AGREEMENT OR ANY OF ITS EXHIBITS OR ATTACHMENTS, AND SUBCONTRACTOR ACKNOWLEDGES THAT IT HAS A DUTY TO MAKE ITSELF AWARE OF ALL SUCH APPLICABLE LAWS, REGULATIONS, AND POLICIES AND THAT IT IS NOT SOLELY RELYING ON GRANTEE'S REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT OR OTHERWISE REGARDING SUCH APPLICABLE LAWS, REGULATIONS, AND POLICIES.

B. Compliance with Specific Grantor Requirements

1. Grantor Recognition. The Subcontractor will ensure recognition of the role of HUD as the grantor in providing services through this Agreement. All Major Deliverables, when published by the Subcontractor, or prepared by Subcontractor for publication by the Grantee or other participants in the Program pursuant to this Agreement will contain the following acknowledgment and disclaimer:  
"The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

2. Procurement. The Subcontractor will comply with HUD requirements concerning the purchase of equipment and will maintain inventory records of all non-expendable personal property as defined by such requirements as may be procured with funds provided pursuant to this Agreement. All Program assets (unexpended Program property, equipment, etc.) will revert to the Grantee upon termination of this Agreement.
3. Progress Reports. The Subcontractor will submit (1) progress reports with each invoice submitted to Grantee describing the work performed to which the invoiced costs relate; (2) regular semi-annual progress reports to the Grantee, one by each of (a) July 15 to report progress for the immediately preceding January 1 through June 30 and (b) January 15 to report progress for the immediately preceding July 1 through December 31; and (3) other progress reports to the Grantee in the form, content, and frequency as required by the Grantee.
4. Audits and Inspections
  - i. All Subcontractor records with respect to any matters covered by this Agreement will be made available to the Grantee, grantor agency, their designees, or the Federal Government, at any time during normal business hours, as often as the Grantor or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subcontractor within 30 days after receipt by the Subcontractor. Failure of the Subcontractor to comply with the above audit requirements will constitute a material violation of this Agreement and may result in the withholding of future payments.
  - ii. The Subcontractor will maintain records pursuant to this Agreement, including, without limitation, as specified in the Subcontractor Monitoring Documentation Requirements attached hereto as **Exhibit D** and as required by Section VI.B.4.i.(Audits and Inspections) above.
  - iii. If this Agreement is for more than \$500,000, the Subcontractor will conduct an annual audit in compliance with OMB Circular A-133 and will provide Grantee with a copy of the audit report within 9 months of the end of the audit period.
5. Prohibited Activity. The Subcontractor is prohibited from using funds provided pursuant to this Agreement or from using personnel employed in the administration of the Program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities. The Subcontractor will obtain prior written approval from the Grantee for any travel outside the 14-county region of the CONNECT Consortium with funds provided under this Agreement.
6. Assignability; Employment. The Subcontractor is prohibited from assigning this Agreement or any of Subcontractor's rights or obligations pursuant to this Agreement to any other person or entity without the prior written consent of the Grantee. Additionally, the Subcontractor is prohibited from hiring and/or diverting to other work the key personnel under this Agreement, as identified in Exhibit A without the Grantee's prior written consent.
7. Subcontractors
  - i. Selection Process. The Subcontractor will undertake to ensure that all subcontracts, allowed to participate in the performance of the Agreement will be awarded on a fair and open competition basis. All such requests for bids or other competitions for participation will be approved by the Grantee in writing prior to release by the Subcontractor. Subcontractor will provide Grantee with electronic copies of the top 2-4 proposals received in response to such solicitation and Grantee will then identify any that are not acceptable to it or to HUD. Subcontractor will not make its final selection or extend any offers to negotiate a subcontract until Grantee has indicated which are acceptable.

- ii. Subcontract Content. The Subcontractor will cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. Any subcontract for more than 10% of the total Program funds awarded to Grantee must include a separate federal form HUD-424-CBW delineating how the grant funds under the subcontract will be spent.
  - iii. Approvals. The Subcontractor will not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the Grantee. Any Grantee-approved subcontractors must be registered with the federal CCR (Central Contractor Registry) and maintain such registration throughout the term of this Agreement.
  - iv. Reporting. Subcontractor will provide Grantee with a complete copy of each fully executed subcontract agreement within 10 days of its execution. Subcontractor will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act ("FFATA") for each subcontract it enters into with a value of \$25,000 or more, and will provide Grantee with documentation of the subcontract's having been reported on [www.USAspending.gov](http://www.USAspending.gov) or its official successor site within 30 days of execution of the subcontract.
  - v. Monitoring. The Subcontractor will monitor all subcontracted services on a regular basis specified in Subcontractor's contracts for such subcontracted services to assure compliance with this Agreement. Results of monitoring efforts will be summarized in regular written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
8. Lobbying. The Subcontractor hereby certifies that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. Subcontractor will require that the language of Section VI.B.8.(Lobbying) of this Agreement be included in the award documents for all subawards it enters into in performance of this Agreement at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that the Subcontractors will certify and disclose accordingly.
  - iv. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction (Section 1352, Title 31, U.S. Code). Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. "Independent Contractor". Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subcontractor will at all times be and remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee will be exempt from payment of all benefits and other employer obligations to the Subcontractor and its employees and/or agents, including, but not limited to,

unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance for Subcontractors' employees and agents, as the Subcontractor is an independent contractor.

- D. Hold Harmless. The Subcontractor will promptly hold harmless, defend, and indemnify the Grantee and its officers, employees, and agents from any and all claims, actions, suits, charges, costs, expenses, fines, losses, or judgments whatsoever that in any way, directly or indirectly, arise out of the Subcontractor's performance or nonperformance of the services or subject matter called for in this Agreement.
- E. Insurance and Bonding.
1. The Subcontractor will procure and maintain and ensure that its subcontractors approved pursuant to this Agreement, if any, procure and maintain insurance coverage according to 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. Specifically, such coverage will include:
    - a. Workers compensation with statutory limits in compliance with applicable State and Federal laws. Subcontractor shall procure and maintain Employer's liability with minimum limits of \$100,000 each accident/\$100,000 disease each employee/\$500,000 disease policy limit. Subcontractor shall ensure that its subcontractors procure and maintain employer's liability with minimum limits of \$100,000 each accident/\$100,000 disease each employee/\$500,000 disease policy limit for Subcontractor's subcontractors whose workforce has low-risk occupations (primarily in-office clerical) \$500,000 each accident/\$500,000 disease each employee/\$500,000 disease policy limit for Subcontractor's subcontractors whose workforce has medium-risk occupations (such as some travel but little or no manual labor,) and \$1,000,000 each accident/\$1,000,000 disease each employee/\$1,000,000 disease policy limit for Subcontractor and its subcontractors with a high-risk workforce (including manual labor or other high-risk occupations.)
    - b. Blanket employee fidelity coverage equal to (a) for Subcontractor, the actual value of this Agreement and (b) for Subcontractor's subcontractors, the actual value of those subcontracts.
    - c. Commercial general liability covering all operations performed by the Subcontractor or by any subcontractor with a minimum limit of the greater of \$1,000,000 per occurrence with a \$2,000,000 aggregate.
    - d. Contractual liability covering the Subcontractor's assumption of liability under indemnification of the Grantee, with the same limits as in item (b) above.
    - e. 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 \$1,000,000 aggregate.
    - f. Automobile liability with a minimum limit of \$1,000,000.
  2. Before commencing work, the Subcontractor will furnish the Grantee with certificates of insurance on an approved form evidencing insurance in the above amounts. The certificate will show "Centralina Council of Governments (Grantee)" named as an additional insured, or alternatively, Subcontractor will provide Grantee with 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 the Grantee. All insurance will be procured from reputable insurers authorized to do business in North Carolina.
- F. Amendments. The Grantee or Subcontractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and identifies the specific provision of this Agreement being amended or added, and such amendments are executed in writing, signed by a duly authorized representative of both organizations. Such amendments will not invalidate this Agreement, nor relieve or release the Grantee or Subcontractor from its obligations under this Agreement, unless such relief or release is specified by such amendments.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other administrative reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be

undertaken as part of the Agreement, such modifications will be incorporated only by prior written amendment signed by both Grantee and Subcontractor.

- G. Suspension or Termination. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service referenced in Section I. above will constitute an amendment and may only be undertaken with the prior written approval of the Grantee and pursuant to Section VI.F. (Amendments) above. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subcontractor under this Agreement will, at the option of the Grantee, become, as between the Grantee and the Subcontractor, the property of the Grantee, and the Subcontractor shall be reimbursed pursuant to Section IV of this Agreement for all eligible, HUD-approved costs incurred prior to the termination and relating to any work on such documents or materials completed to the satisfaction of Grantee, in the Grantee's sole and absolute discretion.

The Grantee may also immediately suspend or terminate this Agreement, in whole or in part, if the Subcontractor materially fails to comply with any terms of this Agreement, or with any of the rules, regulations, or provisions referred to in this Agreement; and the Grantee may declare the Subcontractor ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subcontractor is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to 15% of the funds to which the Subcontractor is entitled pursuant to this Agreement until such time as the Subcontractor is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance or this Agreement is terminated pursuant to the first sentence of this paragraph.

If federal funding for this Program is terminated, the Grantee will not be obligated to continue funding for the services contained in this Agreement and may terminate this Agreement pursuant to the first paragraph of this Section VI.G (Suspension or Termination) and such termination will be considered a termination for convenience. In the event of termination for lack of federal funding, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by or purchased with HUD funds by the Subcontractor under this Agreement will, as between the Grantee and Subcontractor, at the option of the Grantee, become property of the Grantee, and the Subcontractor shall be reimbursed pursuant to Section IV of this Agreement for all eligible, HUD-approved costs incurred prior to such termination and relating to any work satisfactorily completed pursuant to this Agreement, in the Grantee's sole and absolute discretion.

- H. Intellectual Property: The Subcontractor agrees that the Grantee owns and will continue to own all right, title, and interest in and to the Work Product and the Deliverables under this Agreement, including, but not limited to all copyrights and renewals and extensions of copyright in the Work Product and Deliverables. The Subcontractor will, and hereby does, exclusively and irrevocably assign, transfer, and otherwise convey to the Grantee 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 to the Work Product and the Deliverables. For purposes of this Agreement, "Work Product" is defined as any services which the Subcontractor may do pursuant to this Agreement, or from any information obtained by the Subcontractor from the Grantee or in discussions and meetings with employees of the Grantee or its affiliates ("Work Product"). The Subcontractor will make prompt written disclosure to the Grantee 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, the Work Product. Upon the Grantee's request and at the Grantee's expense, the Subcontractor will assist the Grantee to protect and enforce the Grantee's intellectual property rights conferred in this Section VI.H (Intellectual Property). The Subcontractor hereby waives any and all claims that the Subcontractor 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 of the Work



Product and the Deliverables. The Subcontractor agrees to take all appropriate action and to execute any and all documents, necessary or reasonably requested by the Grantee to establish, perfect, effectuate, and preserve the Grantee's rights in such Work Product and Deliverables.

- I. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected by such invalidity and all other parts of this Agreement will nevertheless be in full force and effect.
- J. Benefit. This Agreement will be binding upon and it will inure to the benefit of the parties, their legal representatives, successors, and assigns, subject to the provisions regarding assignment and delegation in this Agreement.
- K. Remedies; No Waiver. If either party materially breaches any performance under this Agreement, such breach constitutes a default of this Agreement. Waiver by either party of any breach of the other party's obligation will not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided by law or equity, but each will be cumulative of every other right or remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently or from time to time.
- L. Applicable Law. The laws of the State of North Carolina will govern this Agreement without regard to the conflict of laws provisions of such laws. The parties mutually agree that the Superior Court in Mecklenburg County, North Carolina will have exclusive jurisdiction of any claim arising under this Agreement. 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. 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 such court and forum, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.
- M. Entire Agreement. The parties intend this instrument as their final agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade will be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement will not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth in this Agreement.
- N. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by pdf, facsimile, or other electronic transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by pdf, facsimile, or other electronic transmission will be deemed to be their original signatures for all purposes.
- O. Force Majeure. A party whose performance is delayed or prevented by reason of Force Majeure (as defined below in this Section VI.O (Force Majeure)) will promptly notify the other party and will be excused from performance if such party is without fault in causing such delay or failure. For purposes of this Agreement, "Force Majeure" means a condition or occurrence that is beyond the reasonable control of the entity experiencing such a condition or occurrence, such as the following: acts of God or of the public enemy; severe weather conditions beyond those to which the services or products provided pursuant to this Agreement may foreseeably be subject; fires; floods; epidemics or quarantines; freight embargoes; any future law or change in current law or other acts of a governmental authority; war; civil strife; insurrection; or riot.

P. Confidentiality

1. Confidential Information. For purposes of this Agreement, “Confidential Information” means any information or data (including information or data received by the party disclosing the Confidential Information (the “Disclosing Party”) from a third party and as to which the Disclosing Party has confidentiality obligations) provided or disclosed by the Disclosing Party or its agents to the party receiving Confidential Information (the “Receiving Party”) that is: (a) marked as the confidential or proprietary information of the Disclosing Party; (b) otherwise provided or disclosed by or on behalf of the Disclosing Party and stated to be confidential or proprietary at the time the information is provided or in a writing that is provided no later than 30 days thereafter that generally describes such information; or (c) not falling within any of the prior clauses of this sentence, but which a reasonable person would conclude is of a confidential nature given the facts and circumstances of such disclosure. Notwithstanding the foregoing, the term “Confidential Information” will not include any information of the Disclosing Party that the Receiving Party can demonstrate by tangible evidence: (i) is or becomes a part of the public domain through any means other than a breach by the Receiving Party of its obligations under this Agreement and without the Receiving Party’s knowledge of a breach of any confidentiality obligation with respect thereto; (ii) was in the Receiving Party’s lawful possession before the disclosure, without the Receiving Party’s knowledge of a breach of any confidentiality obligation with respect thereto, and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by a third party who has the right to make such a disclosure and without the Receiving Party’s knowledge of a breach of any confidentiality obligation with respect thereto; (iv) is independently developed by the Receiving Party without reference to or reliance on the Disclosing Party’s Confidential Information and without the Receiving Party’s knowledge of a breach of any confidentiality obligation with respect thereto; or (v) is free of such restrictions, as demonstrated by a writing signed by the Disclosing Party. The terms of this Agreement will constitute the Confidential Information of the Grantee.
2. Use/Disclosure. Without the prior written consent of the Disclosing Party, the Receiving Party (a) may use and/or reproduce Confidential Information of the Disclosing Party only as is necessary for the performance of its obligations under this Agreement and (b) will not disclose Confidential Information of the Disclosing Party to any other person or entity other than its related parties (in each case, with a need to know and who are subject to appropriate confidentiality policies or are bound by appropriate confidentiality agreements with terms at least as protective as the terms set forth in this Section VI.P (Confidentiality)) or to Receiving Party’s legal counsel with a need to know. As between the Receiving Party and the Disclosing Party, the Disclosing Party’s Confidential Information will be owned solely and exclusively by the Disclosing Party.
3. Compelled Disclosure. Notwithstanding the provisions of this Section VI.P(Confidentiality), if the Receiving Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) or is advised by its legal counsel that it is obligated to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party will undertake commercially reasonable efforts to provide the Disclosing Party with prompt notice of such requirement or advice (if permitted by applicable law) prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions hereof, the Receiving Party agrees to furnish only that portion of the Confidential Information of the Disclosing Party that it is legally required to so furnish and, at the request of the Disclosing Party, to use reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information, it being understood that such reasonable efforts will be at the cost and expense of the Disclosing Party.
4. Return of Confidential Information; Survival. Upon the termination or expiration of this Agreement for any reason or upon the reasonable request of the Disclosing Party, all Confidential Information, together with any copies that may be authorized herein, will be returned to the Disclosing Party or, if requested by

the Disclosing Party, certified destroyed by the Receiving Party. The obligations of the parties under this Section VI.P (Confidentiality) will survive for three years after the expiration or termination of this Agreement.

5. Equitable Relief. Each of the parties acknowledges and agrees that the other would be irreparably harmed if any of the Confidential Information of the Disclosing Party were to be disclosed to third parties or if any use were to be made of such Confidential Information other than as permitted in this Agreement, and further agrees that the Disclosing Party will have the right to seek injunctive relief, without the necessity of posting any bond, upon any violation or threatened violation of the terms of this Agreement, in addition to all other rights and remedies available at law or in equity.

Q. Limitation of Liability. THE GRANTEE SHALL NOT BE LIABLE TO THE SUBCONTRACTOR OR ANY OF ITS MEMBERS, SHAREHOLDERS, DIRECTORS, MANAGERS, REPRESENTATIVES OR OTHER AGENTS FOR ANY AMOUNTS REPRESENTING THEIR RESPECTIVE LOSS OF PROFITS; LOSS OF BUSINESS; INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY THEREOF) ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH OR RELATED TO THE USE OF ANY PRODUCTS OR SERVICES FURNISHED HEREUNDER, WHETHER THE BASIS OF THE LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTES, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL THE TOTAL, CUMULATIVE, AGGREGATE LIABILITY OF THE GRANTEE REGARDING, RELATING TO, OR ARISING OUT OF ANY AND ALL CLAIMS UNDER OR ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, INDEMNITY, OR OTHERWISE, EXCEED, IN AGGREGATE, \$25,000.

R. Survival. The rights and obligations of the parties set forth in Sections V (Notices) and VI (General Conditions) will survive the expiration or termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Grantee:**  
Centralina Council of Governments

**Subcontractor:**  
Seven Hills Town Planning Group, Inc.

By: \_\_\_\_\_  
Jim Prosser, Executive Director

By: \_\_\_\_\_  
Matt Noonkester, Principal

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

\_\_\_\_\_  
Tonya Frye, Grantee’s Finance Officer

“This instrument has been approved as to form as required by the Bylaws of Centralina Council of Governments.”

\_\_\_\_\_  
Steve Meckler, Grantee’s Legal Counsel

**EXHIBIT A**  
**Scope(s) of Services**

**[See attached.]**



# Exhibit A:

## Scope of Services for the CONNECT Our Future Scenario Planning Initiative

Exhibit A to the Agreement between the Centralina Council of Governments (the “Grantee”) and Seven Hills Town Planning Group, Inc. (the “Subcontractor”) describes a Scope of Services to support the scenario planning initiative for CONNECT Our Future. It becomes effective upon the date both parties execute the Agreement governing these services.

### **I. Key Assumptions**

The following assumptions are made in preparing the Scope of Services described under Exhibit A:

- The scenario planning initiative is assumed to last 28 months (September 2012 to December 2014). The number of meetings, conference calls, etc. assumed for each task is summarized in the Scope of Services.
- There will be one, region-wide model developed in CommunityViz (based on a graduated grid platform) to support the scenario planning initiative for CONNECT Our Future.
- The Subcontractor will measure and evaluate the trade-offs associated with five different growth scenarios contemplated for the CONNECT Our Future Region (i.e., trend development plus four aspirational growth scenarios).
- The Subcontractor will provide the Grantee with all deliverables in native and final digital formats (e.g., Microsoft Word and Adobe Acrobat). Mapping products will be delivered in ESRI ArcGIS v. 10.0 format; including all shapefiles created or edited to produce project maps.
- The Grantee will provide staff for the Centralina Council of Governments and Catawba Regional Council of Governments with a copy of CommunityViz 4.3, Professional Version software for their use in the project and beyond.
- The project logo for CONNECT Our Future will be used on all deliverables identified in the Scope of Services. Reference to subcontractor participation may occur only on the acknowledgments page for any document, map, etc.
- The Grantee will be responsible for scheduling all meetings and securing all meeting locations identified in the Scope of Services.
- The Grantee will be responsible for all printing / production costs associated with deliverables identified in the Scope of Services.



## II. Project Partners

Completion of some tasks in the Scope of Services relies on the participation of project partners (under separate contract with the Centralina Council of Governments). It is assumed work identified for the project partners herein will be included in their contracts with the Grantee. Project partners critical to the scenario planning initiative for CONNECT Our Future include:

- Centralina Council of Governments                      Regional Scan (Task 4)  
   Desktop Publishing (Tasks 1D, 6E, 11, 12, 13)
- Catawba Regional Council of Governments            Regional Scan (Task 4)
- Charlotte Department of Transportation              Regional Scan (Task 4)  
   Growth Control Totals (Task 5)
- UNC Charlotte Urban Institute                              Regional Scan (Task 4)
- UNC Charlotte, DSRC    Desktop Publishing (Tasks 4 & 9)  
   Scenario Development (Task 9)  
   Sub-Region Character Workshops (Task 10)

## III. Scope of Services

The Subcontractor will perform the Scope of Services outlined below to support the scenario planning initiative for CONNECT Our Future.

### Task 1: Meetings & Coordination

It is assumed staff from the Centralina Council of Governments or the Catawba Regional Council of Governments (or their hired consultant team members) will lead most public involvement activities, with limited participation of the Subcontractor. The timing and frequency of public involvement activities will be identified by others within the overall framework for CONNECT Our Future.

The following subtasks will be completed to fulfill the Subcontractor's role in meetings and coordination to support the scenario planning initiative for CONNECT Our Future.

#### *Task 1A: General Grantee Coordination*

The Subcontractor will meet with staff from the Centralina Council of Governments and Catawba Regional Council of Governments or other key officials to discuss project team organization, staff coordination guidelines, and procedures for sharing information. Following the kickoff meeting, coordination between the project managers for the Subcontractor (Matt Noonkester) and CCOG/CRCOG staff (Michelle Nance / Sushil Nepal / Wendy Bell) will occur via on-site meeting, conference call, e-mail, or interaction over the CONNECT share point site.

Number of Meetings: 14      Number of Conference Calls: 112

*Task 1B: Blueprinting Work Group*

The Subcontractor will work as a direct extension of Centralina Council of Governments staff, operating as the staff liaison for the blueprinting work group. We will attend meetings regularly with the work group to provide project briefings, build consensus for key decisions/next steps in the scenario planning process, and coordinate activities with other CONNECT Our Future workgroups or project partners.

Number of Meetings: 28

*Task 1C: Grantee's Model Development Team*

The Grantee's model development team, which will include staff for the Centralina Council of Governments and the Catawba Regional Council of Governments, will work "in the trenches" with the Subcontractor to build scenario planning tools that support CONNECT Our Future. These individuals will be trained in using CommunityViz software from the onset of the project, and assigned tasks throughout the model build program as if they are members of the Subcontractor team. The project manager for the Subcontractor (Matt Noonkester) will coordinate with Grantee model team members to review assigned tasks and establish a protocol for their completion. It will be the responsibility of the Subcontractor to review the work of the Grantee's model development team, complete quality control checks, and align their work within the overall scenario planning process.

Number of Conference Calls: 112

*Task 1D: CommunityViz Focus Group Meetings*

A series of focus group meetings will be critical for building the Land Suitability Analysis (LSA) Module in CommunityViz. Specifically, these meetings will inform the model with respect to the influence of market forces, local development policies, and available infrastructure in determining why some areas might grow faster than others in the CONNECT Our Future Region. Three focus groups are envisioned for the project, including:

- **Business & Development Interests** — The focus group meeting with business and development interests will be used to capture the effect of market conditions or business site selection criteria in making one grid cell more attractive to develop over others in the region. Individuals in the focus group should represent business leaders, financial institutions, developer interests, and real estate organizations. Participants will rank growth drivers in order of importance for weighting the LSA variables and answer general questions about "hot spots" for future growth that will help with calibrating the computer model.
- **Chief Planning Officials** — The focus group meeting with chief planning officials will be used to understand the effect of local land development policies and ordinances for estimating development potential on grid cells in the region. Individuals in the focus group should represent executive directors for regional planning agencies, local government planning directors, and special interest groups (e.g., land conservancy, smart growth coalition, etc.).

- Local Utility Service Providers — The focus group meeting with local utility service providers will be used to capture the effect of available infrastructure in making one grid cell more attractive over others in the region.

It is assumed up to twenty (20) focus group meetings will be convened in the region to support Task 1D. The number of meetings with each focus group will be determined by the Grantee. The Grantee will be responsible for scheduling all meetings and securing meeting locations. The Subcontractor will prepare a slide presentation, workbook, maps, and other resources needed to facilitate the meetings. The Grantee will print copies of all meeting materials identified for each event.

Number of Meetings: 20

Project Partner: Centralina Council of Governments (Desktop Publishing)

Deliverables: CommunityViz Focus Group Workbooks, Business & Development Interests  
CommunityViz Focus Group Workbooks, Chief Planning Officials  
CommunityViz Focus Group Workbooks, Local Utility Service Providers

#### *Task 1E: County-Level Coordination Meetings*

A series of county-level coordination meetings will be scheduled at set milestones in the planning process to share early results/findings with cities, towns, and counties for their feedback. These meetings will be used to help calibrate place type and development status assignments in the model, and validate default values assumed for the development lookup tables. Key assumptions and initial results from the CommunityViz beta model for the trend development scenario (e.g., carrying capacity, land suitability, build-out potential, and growth allocation modules) will be presented for calibrating the CommunityViz model and building momentum for its use in the scenario planning process.

County-level coordination meetings will be scheduled in the geography they represent to maximize attendance. It is assumed representatives for the Grantee will attend these meetings with the Subcontractor. The Grantee will be responsible for scheduling all meetings and securing meeting locations. The Subcontractor will prepare a slide presentation, maps, and other resources (as appropriate) to facilitate the meetings. The Grantee will print copies of all meeting materials identified for each event.

Number of Meetings: 42

#### *Task 1F: CONNECT Program FORUM or Policy Forum Briefings*

The Subcontractor will be available to the Grantee for briefings with the CONNECT Program Forum or CONNECT Policy Forum to keep them involved during the scenario planning process. Briefings will be used to summarize key issues for the blueprinting work group so program or policy members may provide their input prior to finalizing the scenario planning initiative or selecting the preferred development scenario.

Number of Meetings: 10

*Task 1G: ULI Reality Check Coordination*

The Subcontractor will partner with the Grantee for meetings with the Urban Land Institute (or their hired consultant) to coordinate data and logistics related to the ULI Reality Check event scheduled for June 4, 2012. It is assumed the Subcontractor will be only an observer at the actual event. The Subcontractor will coordinate with ULI (or their hired consultant) to make data available following Reality Check for subsequent phases in the scenario planning initiative.

Number of Meetings: 2

*Task 1H: Coordination with UNC Charlotte Urban Institute*

The UNC Charlotte Urban Institute is solely responsible for developing general indicators to support the scenario planning initiative for CONNECT Our Future. The Subcontractor will coordinate with staff for the Institute related to its work to develop model indicators for the same initiative. Specifically, the Subcontractor will be available to discuss data issues, duplicative measures, etc. that may arise during the planning process.

Number of Meetings: 2

Task 2: CommunityViz Training Sessions

A representative for the Subcontractor will lead two CommunityViz training sessions with up to ten individuals associated with CONNECT Our Future (or their designee). Each class will last up to three days in length and be held in a location convenient for the students attending.

The purpose of the classes will be to demonstrate basic commands and functions in the software using tutorials provided by the software developer. The Subcontractor will also use a scenario planning model developed for the *Imagine 2040: Triangle Region Scenario Planning Initiative* as a case study for exploring the issues and opportunities associated with using the software for a regional scenario planning project. The format for each event will favor hands-on training, whereby the training facilitator will use slide presentations and tutorials to convey the capabilities of the software. A training binder and general resources for building a scenario planning model with CommunityViz software will be provided to each agency represented at the training session for reference following the class.

The Grantee will be responsible for securing a training location, refreshments (if desired), and a computer loaded with ArcGIS v. 10 or higher for each student in the class. The Subcontractor will provide a student copy of CommunityViz software for each computer in the training facility. Each day of the class will last up to eight hours in length, with a one-hour break for lunch and one twenty-minute break in both the morning and afternoon sessions.

Deliverable: CommunityViz Training Binder, Advanced Course Edition

### Task 3: Data Review

The Subcontractor will coordinate with representatives of the Grantee's data collection team to review available data, address deficiencies, and suggest alternative methods for collecting or creating missing data. The Grantee will be responsible for timely collection (or creation) of all the data identified for the scenario planning process, and normalizing it by place type, etc. for input into the CommunityViz model. The Subcontractor will advise the Grantee throughout the data collection process, especially regarding normalizing data in the region (e.g., place types, development status, or special conditions) and stakeholders' expectations for how they will be treated in the CommunityViz model.

### Task 4: Regional Scan

A "regional scan" will document existing conditions and community features noted in the CONNECT Our Future Region. It will communicate how land is organized, used, and supported by public facilities and services; and serve as the baseline condition for measuring impacts associated with future year growth scenarios. General topics anticipated for the regional scan may include: study area description, growth trends & consequences, regional partners, regional influences, regional indicators, community assessments (bulleted list of county-level issues and opportunities), and emerging trends. Information will be summarized in text, tabular, and graphic formats.

The Subcontractor will compile data and maps generated under other tasks in this Scope of Services for completing the regional scan. Other project partners will contribute work products to the regional scan under the headings noted in the paragraph above.

Project Partners: Charlotte Department of Transportation (Growth Trends & Consequences)  
Centralina Council of Governments (Regional Partners, Regional Influences,  
Community Assessments, & Emerging Trends)  
Catawba Regional Council of Governments (Regional Partners, Regional Influences,  
Community Assessments, & Emerging Trends)  
UNC Charlotte Urban Institute (Regional Indicators)  
UNC Charlotte, Design + Society Research Center (Desktop Publishing)

Deliverable: CONNECT Our Future, Regional Scan Document

### Task 5: Population and Employment Control Totals

The Grantee (or their designee) will be responsible for providing population and employment forecasts for the scenario planning process. The planning horizon for CONNECT Our Future will be 2050. The growth categories and units used in the CommunityViz model will consolidate categories used in the Metrolina Regional Travel Demand Model into six general growth categories: single-family dwelling units, multifamily dwelling units, retail employees, office employees, industrial employees, and

institutional employees. Growth totals from the Grantee will be provided at the county-level for building the scenario planning model.

The Grantee will also be responsible for providing average persons per household statistics and employee space ratios for the growth categories used in CommunityViz. This information will be used to convert dwelling units to population and non-residential square footage to employees for each county in the region.

The Subcontractor will advise the Grantee (or their designee) about how the CommunityViz model uses growth control totals for packaging the data.

Project Partner: Charlotte Department of Transportation (Growth Control Totals, 2050)

#### Task 6: CommunityViz Model

The Subcontractor will lead the effort to build a grid-based scenario planning model using CommunityViz software, which will allocate future year growth under several growth scenarios and measure the trade-offs between them. The model architecture and other key decisions for building the model will be determined in partnership with the Grantee's model development team. At the end of the project, the Subcontractor will make available to the Grantee the complete model and any associated files for maintaining the model independent of the Subcontractor.

The following subtasks will be completed for development the CommunityViz model:

##### *Subtask 6A: Carrying Capacity Analysis*

Using CommunityViz software, the Subcontractor will complete a carrying capacity analysis for the region that identifies areas as "highly-constrained" for future development. Variables used in the analysis will be identified in coordination with the Grantee and the blueprinting work group. Candidate variables for discussion may include water bodies, permanent conservation areas, stream buffers, and wetlands.

GIS data for contributing factors identified in the carrying capacity analysis as well as a composite map for areas deemed 'off the table' for subsequent phases in the modeling process will be provided to the Grantee for their use in other phases of the CONNECT Our Future project.

Deliverable: Composite Carrying Capacity Map for CONNECT Our Future Region  
Carrying Capacity Map, Contributing Factors, CONNECT Our Future Region

##### *Subtask 6B: Land Suitability Analysis*

The Subcontractor will complete a land suitability analysis for the region using CommunityViz software that measures the general attractiveness of grid cells for accommodating new development. Physical features prevalent in the region will be layered on a graduated grid map, and calculations will be



performed to determine either percent overlap or physical proximity (as appropriate) for each of the physical features in relation to the individual grid cells or grid cell characteristics.

A numeric score between 0–100 will be used to rank the grid cells from least to most suitable for development. Physical features coded in the analysis could have a positive or negative effect on development suitability. Variables, variable weighting, and suitability scoring ranges used to determine land suitability will be identified in consultation with the Grantee and blueprinting work group. GIS data for the land suitability analysis and a composite map will be provided to the Grantee for their use in other phases of the CONNECT Our Future project.

Deliverable: Land Suitability Analysis Composite Map for CONNECT Our Future Region  
Land Suitability Analysis Map, Contributing Factors, CONNECT Our Future Region

*Subtask 6C: Full Build-Out Potential Analysis*

The Subcontractor will complete a full build-out analysis using the results from the carrying capacity analysis, a survey of development status in the region, and lookup tables linked to the community type palette summarized in the document *Building a Regional Framework: Place Types for CONNECT*. Output from the full build-out analysis will be reported by dwelling units, population, non-residential square footage, and number of employees by general category identified in Task 4.

GIS data used for the build-out potential analysis and a composite map will be provided to the Grantee for their use in other phases of the CONNECT Our Future project.

Deliverable: Build-Out Potential Composite Map for CONNECT Our Future Region  
General Development Lookup Tables, Individual Jurisdictions in the Region

*Subtask 6D: Growth Allocation*

The Subcontractor will allocate growth in the region using the “Allocation Tool Wizard” in CommunityViz. County-level control totals will be allocated for the planning horizon (2050) using six general categories: single-family dwelling units, multifamily dwelling units, retail employees, office employees, industrial employees, and institutional employees.

Summary tables by jurisdiction and a composite map for the distribution of new households and new employees in the region (i.e., 2010 – 2050) will be provided to the Grantee for their use in other phases of the CONNECT Our Future project.

Deliverable: Growth Allocation Map for CONNECT Our Future Region  
Growth Allocation Summary Tables, Individual Jurisdictions in the Region

*Task 6E: CommunityViz Model Calibration*

The Subcontractor will advise the Grantee for their work to validate place type or community type assignments, development status assignments, and variables and values used in the external lookup tables linked to the CommunityViz model. Resources used to complete the calibration process may include aerial photography, tax map data, comprehensive plans, small area plans, or zoning ordinances.

Validation site studies will be completed to supplement the calibration process, whereby the Grantee will identify and study in detail existing development patterns and intensities by place type and jurisdiction, and reaffirm (or adjust as necessary) the values assumed in the lookup tables. Coordination with member jurisdictions will be important for completing this task to build support for the scenario planning tools used in the planning process.

Project Partner: Centralina Council of Governments (Desktop Publishing)

Deliverable: CONNECT Our Future, Site Validation Study Summary Report

#### Task 7: CommunityViz Model Indicators

The Subcontractor will work with the Grantee, blueprinting work group, and public engagement work group to create a growth scenario report card for the CONNECT Our Future Region. It will compare how competing growth scenarios perform relative to each other using model indicators summarized in the memorandum *CONNECT Our Future, Scenario Planning Model Indicators* accepted by the CONNECT Consortium Program Forum on December 14, 2012. (Note: The UNC Charlotte Urban Institute is solely responsible for developing general indicators to support the scenario planning initiative for CONNECT Our Future.)

The Subcontractor will summarize statistics for the model indicators in narrative and tabular formats. This information will be used to create the *Alternative Growth Scenario Summary Document* described in Task 11.

Deliverable: CONNECT Our Future, Scenario Planning Model Indicators Memorandum, Preliminary & Final Consortium Approval Data Sets

#### Task 8: Cost to Serve Model Indicators

The Subcontractor will develop cost to serve data for transportation, water, sewer, public schools, and parks to use in the CommunityViz model created for CONNECT Our Future. A description of specific cost to service indicators identified for the scenario planning model is provided in the memorandum *CONNECT Our Future, Scenario Planning Model Indicators* accepted by the CONNECT Consortium Program Forum on December 14, 2012.

The following subtasks will be completed for developing cost to serve data to include in the CommunityViz model:

*Task 8A: Preliminary Research*

The Subcontractor will identify providers for each of the five public services in the CONNECT Our Future Region. While many services are provided or coordinated by counties, others are the responsibility of municipalities. A matrix of services by provider will indicate the stakeholders who should be engaged in the cost to serve analysis. These stakeholders will be included in focus group discussions about each service type described in Task 8B.

The Subcontractor will review existing reports and research about public service cost provision within the CONNECT Our Future Region, supplemented by national benchmark data. We will obtain and analyze the most recent operating budgets and capital improvement plans for each of the service providers to estimate preliminary current cost indexes per capita.

The Subcontractor will meet internally with engineers and planners well-versed in the design and implementation of public utilities, roads, and parks to gain insight into the key factors impacting service costs in the CONNECT Our Future Region. These discussions will also provide feedback on the key stakeholders, as well as recommended methods for quantifying costs to serve.

#### *Task 8B: Focus Groups by Service Type*

The Subcontractor will lead two focus groups per service type (10 meetings total), with attendees representing transportation, water, sewer, schools, and parks agencies covering all 14 counties in the Connect Region. These focus groups will be conducted in two different locations to minimize travel within the region.

The attendees will provide input on the capital costs that would be required to replace existing infrastructure systems, including land, buildings, and equipment. They will also respond to the preliminary indexes developed as part of Task 8A.

#### *Task 8C: Cost to Serve Method*

The Subcontractor will follow up on the focus group meetings to develop a consumption-based method of measuring average cost to serve for each of the five services (based on current service delivery standards). Estimated costs to serve will be divided into capital and operating budgets, based on input from individual service providing agencies. The draft costs to serve statistics will be adjusted as necessary to reflect the distribution, density, and mix of uses prescribed for the ten community types summarized in the document *Building a Regional Framework: Place Types for CONNECT*.

#### *Task 8D: Scenario Planning*

The Subcontractor will work with the team to forecast costs of service for five distinct growth scenarios envisioned for the CONNECT Our Future Region (see Tasks 9 and 11). These scenarios will all be based on the distribution of 2050 control totals for population and employment. During this process, costs of serve will be revised as locations of employment, housing, retail, recreation and institutional uses are shifted for each scenario.

### *Task 8E: Reporting Results*

The Subcontractor will prepare a report describing the method to determine the costs of service by type, and the results of applying the cost indexes to each of the five development scenarios. This information will be used to create the *Cost of Service Summary Report* described in Task 13.

Deliverable: CONNECT Our Future, Cost to Serve Summary Report

### *Task 8F: Final Meeting*

The Subcontractor will attend a meeting with the CONNECT Consortium Program Forum to present the findings of the cost to serve analysis, including the comparison of all five growth scenarios.

### Task 9: Trend Growth Scenario

The Subcontractor will prepare a trend growth scenario in CommunityViz for the CONNECT Our Future Region that represents continuance of currently adopted plans, programs, and policies administered by local jurisdictions. The planning horizon for the growth scenario will be 2050. Control totals for allocating growth in the region will rely on information developed under Task 5. Results from the CommunityViz model (i.e., graduated grid data set) will be summarized in table, chart, and map formats for communicating information to other working groups and interested stakeholders in the region.

The Subcontractor also will work closely with the blueprinting and public engagement work groups during this task to describe the growth scenario and summarize key features. Information provided by the Subcontractor will help the Grantee develop the narrative and supporting images used in the public engagement campaign.

Project Partner: UNC Charlotte, Design + Society Research Center (Artist Renderings / Desktop Publishing)

Deliverable: CONNECT Our Future, Alternative Growth Scenario Summary Document (Trend Growth Scenario)

### Task 10: Sub-Region Character Workshops

A series of sub-region character workshops will be used to explore growth and development alternatives in the region. Participatory exercises, including a development chip game and dot voting exercises, will be used to solicit citizen input on development preferences for areas in defined sub-regions. A narrative summarizing the event (including all visual materials presented that evening) will be made available to the public on the project website.

The primary tool used at the event will be a development chip game. It is a hands-on, interactive opportunity to plan for a community's future. It lets participants manipulate key policy components, deal with trade-offs as they would in the real world, and achieve results that are the beginnings of a

common vision for growth and development in the sub-region. The participants' task will be to devise a plan that is their version of the most livable sub-region, and one that accommodates expected population and employment growth expected for the area. Workshop participants will place chips that represent community types for CONNECT Our Future and draw proposed conservation areas and/or infrastructure improvements on a map. They will also develop brief policy statements about implementation that address specific issues such as social equality and affordable housing. At the end of the process, participants will present their alternative growth scenarios to each other.

The Grantee will be responsible for scheduling all workshops and securing workshop locations. The Subcontractor will prepare a slide presentation and other resources (as appropriate) to facilitate the workshops. The Grantee will be responsible for all meeting materials identified to facilitate the event (including chip game pieces, resource documents, and tabletop work maps).

Number of Workshops: 16

Project Partner: UNC Charlotte, Design + Society Research Center (Artist Renderings / Desktop Publishing)

Deliverable: Sub-Region Character Workshops, Meeting Materials

#### Task 11: Alternative Development Scenarios

Following the sub-region character workshops, the Subcontractor will work with the Grantee and their project partners to develop up to four different growth scenarios for testing with CommunityViz. Each scenario will be different enough to pose real alternative choices for addressing regional goals and community values. Alternative growth scenarios will evolve from public involvement activities or technical analyses performed prior to this step in the planning process.

The Subcontractor also will work closely with the blueprinting and public engagement work groups during this task to describe the growth scenarios and summarize key features. Information provided by the Subcontractor will help the Grantee develop the narrative and supporting images used in the public engagement campaign.

Project Partner: Centralina Council of Governments (Desktop Publishing)

Deliverable: CONNECT Our Future, Alternative Growth Scenario Summary Document (Alternative Growth Scenarios)

#### Task 12: Preferred Growth Scenario

The scenario planning initiative will highlight the trade-offs associated with competing growth scenarios contemplated for the CONNECT Our Future Region. The Subcontractor will work with the Grantee and their project partners to prepare a preferred growth scenario from one or more of the alternatives using public input and technical analysis. Preferred land use patterns, building types, and development

intensities reflected in the preferred growth scenario will help set goals and guiding principles for future phases of the project (completed independent of the Subcontractor).

The Subcontractor also will work closely with the blueprinting and public engagement work groups during this task to describe the growth scenarios and summarize key features. Information provided by the Subcontractor will help the Grantee develop the narrative and supporting images used in the public engagement campaign.

Project Partner: Centralina Council of Governments (Desktop Publishing)

Deliverable: CONNECT Our Future, Scenario Planning Initiative, Summary Report

### Task 13: Documentation

The Subcontractor will prepare a series of documents to summarize the scenario planning process and key findings from the scenario planning initiative. An inventory of documents includes:

*CONNECT Our Future, Regional Scan Document* — a summary of current conditions in the CONNECT Our Future Region, which will become the baseline for measuring and evaluating the trade-offs of alternative future year growth scenarios. It will provide a general overview of key trends and indicators that influence growth and development in the region while acknowledging community-led initiatives to keep towns, cities, and counties unique within the planning area. Headings in the document may include: study area description, growth trends & consequence, regional partners, regional influences, regional indicators, community assessments (county-level issues and opportunities), and emerging trends.

*CONNECT Our Future, Site Validation Summary Report* — a summary of data collected in the region to calibrate values in the general development lookup tables created for the CommunityViz model.

*CONNECT Our Future, Alternative Growth Scenario Summary Document* — a summary of the five different growth scenarios contemplated for the region, including a growth scenario report card comparing model indicator values for each of the scenarios. It will be a resource to stakeholder groups in the planning process as they contemplate the region's future, and select a preferred growth scenario that meets stated regional goals and community values. Headings in the document may include: scenario planning overview, partnerships for developing scenarios, general themes for guiding scenarios (i.e., findings from ULI Reality Check), alternative growth scenarios, growth scenario report card, and stakeholder awareness.

*CONNECT Our Future, Cost to Serve Summary Report* — a report describing the method to determine the costs of service by type, and the results of applying the cost indexes to each of the five development scenarios.

*CONNECT Our Future, Scenario Planning Initiative, Summary Report* — informs stakeholders about the scenario planning process for CONNECT Our Future, including a description of the five different

growth scenarios contemplated for the region. Headings in the document may include: study area description, growth trends & consequence, scenario planning overview, partnerships for developing scenarios, general themes for guiding scenarios, alternative growth scenarios, growth scenario report card, stakeholder awareness, preferred growth scenario, and moving forward.

All five documents will be graphically-oriented and supported by text and tables appropriate for conveying the information. A draft outline for each document will be submitted to the Grantee for approval prior to preparation of the document. The Subcontractor will respond to one round of consolidated comments transmitted by the Grantee on draft documents. Final documents will be transmitted to the Grantee in paper (camera ready copy) and electronic formats for posting to the project website and/or use in other publications created to support CONNECT Our Future.

Project Partner: Centralina Council of Governments (Desktop Publishing)

#### **IV. Information Provided by the Grantee**

The following information / services will be provided by the Grantee to perform the Scope of Services. The Subcontractor is entitled to rely on the completeness and accuracy of all information provided by the Grantee. The Grantee will provide, in writing, acknowledgment that data listed below is available concurrent with execution of the contract.

- Maintain a Microsoft Sharepoint site for CONNECT Our Future through December 2014, which will be used to by the Grantee and the Subcontractor to exchange data, resources, draft models, etc. important to the scenario planning initiative.
- Schedule and advertise all meetings identified in the Scope of Services, and secure all meeting locations with host groups or agencies.
- Maintain a folder on the Centralina Council of Governments FTP site through December 2014, which will be used to exchange data with cities, towns, and counties in the region to support the scenario planning initiative.
- Provide desktop publishing services (using InDesign software) where identified in the Scope of Services.
- Coordinate information for the Region Scan Document described in the Scope of Services.
- Provide GIS data (in partnership with the Catawba Regional Council of Governments) for building the region-wide scenario planning model using CommunityViz software.
- Provide population and employment control totals described in the Scope of Services (by county) for 2050.
- Provide average household size statistics and employee space ratios described in the Scope of Services (by county).

- Produce / secure all meeting materials identified to facilitate the sub-region character workshops (including chip game pieces, resource documents, and tabletop work maps).

## V. Additional Services

Any services not specifically provided for in the Scope of Services above will be considered Additional Services and performed consistent with Section VI (F) of the Agreement.

## VI. Project Schedule

[A project schedule is attached to the end of Exhibit A.]

## VII. Key Personnel

Key personnel will lead / contribute to tasks described in the Scope of Services. The Subcontractor is prohibited from assigning roles and responsibilities for performing the Scope of Services without prior written consent from the Grantee; including hiring and/or diverting to others work for key personnel identified on page A15 without prior written consent from the Grantee.

### Seven Hills Town Planning Group, Inc.

Matt Noonkester	Project Manager / All Tasks
-----------------	-----------------------------

### Kimley-Horn and Associates, Inc.

Camille Barchers	CommunityViz Model / CommunityViz Model Indicators
Frank Warren	Cost to Serve Model Indicators
Jessica Rossi	Cost to Serve Model Indicators

### UNC Charlotte, DSRC

David Walters	Trend Growth Scenario
Jose Gamez	Trend Growth Scenario

### Placeways, LLC

Doug Walker	CommunityViz Model
Amy Anderson	CommunityViz Model

### PlaceMatters

Ken Snyder	Sub-Region Character Workshops
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Jocelyn Hittle

Sub-Region Character Workshops

**VIII. Project Budget**

The Subcontractor will provide the professional services described in this Scope of Services for a lump sum fee of \$467,600.00 (including expenses). A breakdown, by task, is provided below for budgetary purposes:

Task 1: Meetings & Coordination	\$103,600.00
Task 2: CommunityViz Training Sessions	\$7,500.00
Task 3: Data Review	\$2,400.00
Task 4: Regional Scan	\$7,500.00
Task 5: Population and Employment Control	\$4,400.00
Totals	\$4,400.00
Task 6: CommunityViz Model	\$31,600.00
Task 7: CommunityViz Model Indicators	\$64,100.00
Task 8: Cost to Serve Model Indictors	\$48,000.00
Task 9: Trend Growth Scenario	\$20,500.00
Task 10: Sub-Region Character Workshops	\$56,800.00
Task 11: Alternative Development Scenarios	\$32,600.00
Task 12: Preferred Growth Scenario	\$30,400.00
Task 13: Documentation	\$47,200.00
Expenses	<u>\$11,000.00</u>
Total	\$467,600.00

**EXHIBIT B**  
**Amendments**

[Reserved for future use.]

**EXHIBIT C**  
**Cooperative Agreement Terms and Conditions**

**[See attached.]**



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**Office of Sustainable Housing and Communities**  
WASHINGTON, DC 20410-0050

February 2, 2012

Mr. Jim Prosser  
Executive Director  
Centralina Council of Governments  
525 North Tryon Street 12<sup>th</sup> Floor  
Charlotte, NC 28202-0202

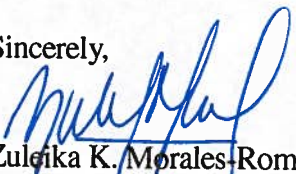
Reference: Ratified Cooperative Agreement number NCRIP0058-11

Dear Ms. Pigg:

Enclosed is the ratified grant agreement of your Sustainable Communities Regional Planning Grant. Your period of performance begins on February 1, 2012 and ends on January 31, 2015. Please keep in mind that the first deliverables are due 60 days following the effective date of the award, or April 1, 2012. If there are any questions or concerns, please contact your Government Technical Representative, Dwayne S. Marsh, at 202-402-6316 or by email at [Dwayne.S.Marsh@hud.gov](mailto:Dwayne.S.Marsh@hud.gov).

Thank you for your continued cooperation and we look forward working with you implementing a successful program.

Sincerely,



Zuleika K. Morales-Romero  
Grants and Budget Division Director

cc: Dwayne S. Marsh

**Assistance Award/Amendment**

**U.S. Department of Housing and  
Urban Development  
Office of Administration**

1. Assistance Instrument <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Grant		2. Type of Action <input type="checkbox"/> Award <input checked="" type="checkbox"/> Amendment	
3. Instrument Number NCRIP0058-11	4. Amendment Number 1	5. Effective Date of this Action February 1, 2012	6. Control Number
7. Name and Address of Recipient Centralina Council of Governments 525 North Tryon Street 12th Floor Charlotte, NC: North Carolina 28202-0202  Phone: 704-372-2416 Fax: 704-347-4710		8. HUD Administering Office Office of Sustainable Housing and Communities 451 7 <sup>th</sup> Street, SW, Room 10180 Washington, DC 20410	
10. Recipient Project Manager Jim Prosser		8a. Name of Administrator J. Malcom Smith	8b. Telephone Number 202-402-6472
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		9. HUD Government Technical Representative Dwayne S. Marsh, 202-402-6316, Dwayne.S.Marsh@hud.gov	
12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input type="checkbox"/> Automated Clearinghouse		13. HUD Payment Office 801 Cherry Street Unit #45, Suite 2500 Fort Worth, TX 76102	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount	\$0.00	15a. Appropriation Number	15b. Reservation number
HUD Amount this action	\$4,907,544.00	861/30162	NCRIP0058-11
Total HUD Amount	\$4,907,544.00	Amount Previously Obligated	\$ 0.00
Recipient Amount	\$ 3,071,791.00	Obligation by this action	\$4,907,544.00
Total Instrument Amount	\$ 7,979,335.00	Total Obligation	\$4,907,544.00

16. Description

Employer Identification Number: 56-0930373

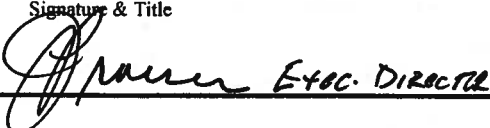

Program Code: RIP

This instrument (the HUD-1044, HUD-1044 Continuation Sheet) sets forth a legally binding agreement between the parties as to all amounts, deliverables, tasks, period of performance, terms and conditions, here within, whether implicitly stated or referenced. The Recipient certifies that all administrative and financial provisions of this instrument are in and will continue to be in compliance for the duration of the period of performance. All covenants, referenced or stated, are agreed to by the recipient upon signing this instrument.

The grantee has been set-up in LOCCS and approved; and

1. HUD-1044 and HUD-1044 Continuation Sheet(s)
2. Grant Agreement Terms and Conditions
3. HUD 424-CBW, Total Budget Summary
4. Grant Deliverables (See HUD 1044 Continuation Sheet)
5. Work Plan (Tasks within Work Plan are considered deliverables)
6. OMB Circulars A-87 and A-102, which is incorporated in 24 Part 85
7. Office of Sustainable Housing and Communities (OSHC) Program Policy Guidance.
8. Notice of Funding Availability (Docket No. FR-5500-N-30FA)

Period of Performance is 36 months from February 1, 2012 to January 31, 2015.

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Jim Prosser		20. HUD (By Name) J. Malcom Smith, Grant Officer	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title	Date (mm/dd/yyyy)
 Exec. Director	1/31/12		02/01/2012

Instrument Number: NCRIP0058-11

HUD CONTINUATION SHEET

1. **BUDGET**

	HUD Amount	Match /Leverage Amount	Total
Direct Labor	\$666,714.00	\$496,455.00	\$1,163,169.00
Fringe Benefits	\$309,796.00	\$241,055.00	\$550,851.00
Travel	\$3,300.00	\$9,742.00	\$13,042.00
Equipment	\$116,500.00	\$0.00	\$116,500.00
Supplies/Materials	\$76,000.00	\$2,800.00	\$78,800.00
Consultants	\$110,000.00	\$0.00	\$110,000.00
Contracts	\$2,923,999.00	\$1,805,930.00	\$4,729,929.00
Construction	\$0.00	\$0.00	\$0.00
Other Direct Cost	\$61,189.00	\$39,210.00	\$100,399.00
Indirect Cost	\$640,046.00	\$476,599.00	\$1,116,645.00
<b>Total</b>	<b>\$4,907,544.00</b>	<b>\$3,071,791.00</b>	<b>\$7,979,335.00</b>

If the grantee's match/leverage contribution is less than **\$3,071,791.00** the Government reserves the right to negotiate new line items and/or amounts to satisfy the grantee's requirement or to reduce the Government's share proportionally. The grantee shall notify HUD at any time it believes it will not meet its match requirement. In addition, the grantee shall obtain HUD approval regarding any changes concerning the intended use of matching funds. If the grantee exceeds the dollar amount shown above, there will be no impact on the Federal share.

2. **AMOUNT OF COST SHARE**

The estimated cost for the performance of this grant is **\$7,979,335.00**. HUD shall not be obligated to reimburse Centralina Council of Governments in excess of **\$4,907,544**. The Grantee agrees to bear without reimbursement from HUD **\$3,071,791.00** of the total costs. However, in the event that the Grantee incurs cost in excess of the total estimated project cost of **\$7,979,335.00**; all such excess costs shall be borne entirely by the Grantee.

3. **KEY PERSONNEL**

The personnel specified below are considered to be essential to the work being performed hereunder:

Name	Title	% of time on the grant
Prosser Jim	Executive Director	50%
(new hire)	Project Manager	100%
Bill Duston	Planning Director (retiring 1/31/12)	25%
(new hire)	Planning Director (post 1/31/12)	25%
Rebecca Yarbrough	Assistant Director	32.1%
Mike MAnis	Community & Economic Development Director	14.4%

4. **SUBSTANTIAL INVOLVEMENT**

HUD's Office of Sustainable Housing and Communities will work in partnership with its grantees to advance the program objectives of the grant program. The Cooperative Agreement allows for substantial involvement of HUD staff to enhance the performance of the grantee in the completion of their deliverables.

Anticipated substantial involvement by HUD staff may include, but will not be limited to:

Studies and Reports

- Review potential amendment recommendations to the study design and/or Workplan.
- Review and provide recommendations in response to semi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide recommendations on the final report/study, including final interpretation of study results.

Approvals and Reviews

- Authority to halt activity if specifications or work statements are not met;
- Review and approval of one stage of work before another can begin;

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### HUD CONTINUATION SHEET

- Review and approval of substantive provisions of proposed sub-grants or contracts beyond existing Federal policy;
- Approval of workplan adjustments based on changing conditions and needs documented in the cohort targeted for capacity building.
- Review and approval of key personnel

#### Participation and Monitoring

- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects;
- HUD and recipient collaboration or joint participation;
- Implementing HUD requirements which limit recipient discretion;
- Coordination of complementary activities from respective capacity building intermediaries, including determining if workplans require adjustments based on changing conditions;
- Where appropriate substantial, direct HUD operational involvement or participation during the assisted activity.

#### 5. INDIRECT COSTS/PROVISIONAL RATE

67.99%

The United States Department of Interior is Centralina's Council of Governments federal cognizant agency.

#### 6. AUDIT INFORMATION

Centralina Council of Governments submitted an audit report conducted by the Dixon Hughes, PLLC for the year ending June 30, 2010. The audit report attests to Centralina Council of Governments practice of generally accepted accounting principles and compliance with laws and regulations relating to government auditing standards. The internal control structure has been reviewed in accordance with OMB Circular A-133 and found to be in compliance with requirements that are applicable to certain of its major federal programs.

#### 7. REPORTS AND DELIVERABLES

##### List of Deliverables:

1. Final Workplan: 60 calendar days from the effective date of the cooperative agreement.
2. Logic Model: 60 calendar days from the effective date of the cooperative agreement.
3. Verification of Outreach to Public Housing Authorities: 60 calendar days from the effective date of the cooperative agreement.
4. Consortium Agreement: 120 calendar days from the effective date of the cooperative agreement.
5. Comprehensive Regional Plan for Sustainable Development 34 months from the effective date of the cooperative agreement.
6. Commitment to participate in performance measurement and evaluation conducted by third party.
7. Activities pertaining to the Fair Housing Equity Assessment as referenced in the NOFA (FR-5500-N-30FA).

##### Reports:

1. Semi-annual Reporting (two reports per calendar year).
2. Additional Reporting Requirements: Additional reporting requirements as outlined in the NOFA (FR-5500-N-30FA), FY11 HUD General Section (FR-5500-N-01) and 24 CFR 85.40.

#### 8. SPECIAL CONDITIONS

N/A

U.S. Department of Housing and Urban Development  
Office of Sustainable Housing And Communities

**COOPERATIVE AGREEMENT PROVISIONS**

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## A. GENERAL

### 1. Overview of Award Implementation

This cooperative agreement/grant (also referred to as *Agreement*) is between the Grantee (*Recipient*) identified in Block 7 of the form HUD-1044, and the U.S. Department of Housing and Urban Development. The award agreement consists of the form HUD-1044, any special conditions, and these Cooperative Agreement Terms and Conditions.

In signing this *Agreement*, the Grantee agrees to comply with all the requirements and conditions contained herein.

The provisions of the Notice of Funding Availability (NOFA) are hereby incorporated into this *Agreement*.

The Grantee's rights under this *Agreement* may not be assigned without the prior written approval of HUD.

The Grantee shall complete and submit a revised management and work plan, deliverables outcomes and budget within 60 calendar days after the effective date of the grant. These revisions shall update the general/basic plan submitted with the proposal and include any changes to the proposed work plan, budget, performance measures and deliverables, negotiated between HUD and the grantee. These revisions should be developed according to the instructions provided by the HUD Government Technical Representative identified on the form HUD-1044. Should you not address these specific issues, your grant may be terminated on the basis of failure to conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which you applied.

### 2. Purpose

The purpose of this *Agreement* is as stated in the "Purpose of the Program" section of the NOFA.

### 3. Definitions

- a. "Cooperative Agreement" means an agreement in which the Federal Government provides funding authorized by public statute where the government plays a substantial role in assisting the funding recipient.
- b. "Equipment" means a tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
- c. "DUNS" means Dun and Bradstreet Data Universal Numbering System.

- d. “Grant Officer (GO)” means the HUD individual who is responsible for processing and executing grant award, change in key personnel, change of scope, budget transfers, change of period of performance, and other administrative changes that would require a modification to the agreement. This term also refers to designated HUD Officials authorized to execute and/or administer this grant.
- e. “Government Technical Representative (GTR)” means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.
- f. “Government Technical Monitor (GTM)” means the individual responsible for assisting a Government Technical Representative (GTR) in the latter's performance of his/her duties. The GTM is also the responsible individual that will comply with the Office of Sustainable Housing and Communities devolution of authority under our Continuity of Operations Plan (COOP). Should the National Capital Region become non-operational due to emergency conditions, the approval of vouchers and the authority to pay vouchers will transfer to the GTM until such time as the designation is lifted. The Government Technical Representative (GTR) will continue to be the point of contact for day-to-day management issues and responsibilities described above. In a state of emergency, HUD reserves the right to designate a GTR for COOP purposes.
- g. “Grantee” as used herein refers to the recipient of this cooperative agreement.
- h. “NOFA” means the Notice of Funding Availability, which announced the availability of funding for this grant.
- i. “NOPI” means Notice of Public Interest
- j. “OSHC” means the HUD Office of Sustainable Housing and Communities, or its successor Office, if any.
- k. “Publication” includes:
  - (1) Any document containing information for public consumption; or
  - (2) The act of, or any act which may result in, disclosing information to the public.
- l. “Recipient” Any entity other than an individual that received grant funds in the form of a grant, cooperative agreement or loan directly from the Federal government.

m. "Subaward" means:

(1) A legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that:

(a) The recipient awards to an eligible sub-recipient; or

(b) The sub-recipient at one tier awards to a sub-recipient at the next lower tier.

(2) The term does not include the recipient's procurement of property and services needed to carry out the project or program (see, generally, §\_.210 of the attachment to OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations").

(3) A subaward may be provided through any legal agreement, including an agreement that the recipient or a sub-recipient considers a contract.

n. "Sub-recipient" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary to such a program. The sub-recipient may also be a recipient of other Federal awards directly from the Federal awarding agency. Guidance on distinguishing between a sub-recipient and a vendor is provided in §\_\_.210 of OMB Circular A-133 (2 CFR Part 180).

o. "Total Instrument Amount" is the amount under line item 14 of the HUD Form-1044 (Total Instrument Amount). This is the sum of the federal award and grantee match.

p. "Work Plan" refers to the Grantee's plan for addressing a specific service delivery need, and consists of designated work activities including tasks and subtasks as required by the program office; a timeline for completing the work; performance measures; outputs and outcomes identified to achieve the performance measures/goals; budget; and resources designated to complete the work.

## **B. PROGRAM REQUIREMENTS**

### **1. Allowable Costs**

a. This is a cost reimbursement award; the Grantee shall be reimbursed for certain costs, as described below, incurred in the performance of work in an amount not to exceed the obligated amount shown in block 15 on the Assistance Award Form (form HUD-1044). In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee.

- b. HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR and the Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as follows:

Cost Principles for State, Local, and Indian Tribal Governments	OMB Circular A-87	Relocated to 2 CFR, Part 225; <a href="http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html">http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html</a>
Cost Principles for Non-profit Organizations	OMB Circular A-122	Relocated to 2 CFR, Part 230; <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf</a>
Cost Principles for Educational Institutions	OMB Circular A-21	Relocated to 2 CFR, Part 220; <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf</a>
Audits of States, Local Governments, and Non-Profit Organizations	OMB Circular A-133	Relocated to 2 CFR Part 180; <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf</a>
Cost Principles for Commercial/For-profits	Federal Acquisition Regulations at 48 CFR Part 31.2	<a href="http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948">http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948</a>

- c. Direct Costs are the allocable portion of allowable costs incurred directly for the purposes of the grant. Detailed explanations of direct costs are provided in applicable OMB Circulars (A-21 (2 CFR Part 220), Cost Principles for Educational Institutions, A-87 (2 CFR Part 225), Cost Principles for State, Local, and Indian Tribal Governments, or A-122 (2 CFR Part 230), Cost Principles for Nonprofit Organizations, as applicable) that can be accessed at the White House website, [www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)

## **2. Administrative Requirements**

The grantee must adhere to all respective uniform administrative rules for Federal grants and cooperative agreements and subawards as follows:

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations	24 CFR Part 84	<a href="http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_36446.doc">http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_36446.doc</a>
Administrative Requirements for Grants	24 CFR Part 85	<a href="http://www.hud.gov/offices/lead/librar">www.hud.gov/offices/lead/librar</a>

and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments		<a href="#">y/lead/24_CFRPART_85.pdf</a>
Grants and Cooperative Agreements with State and Local Governments	OMB Circular A-102	<a href="http://www.whitehouse.gov/omb/circulars_a102">http://www.whitehouse.gov/omb/circulars_a102</a>
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations	OMB Circular A-110 (Relocated to 2 CFR Part 215)	<a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf</a>
Audits of States, Local Governments, and Non-Profit Organizations; and	OMB Circular A-133 (Relocated to 2 CFR Part 180),	<a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf</a>

### **3. Advance Payment By Treasury Check Or Electronic Funds Transfer**

Advance payments by Treasury check or electronic funds transfer are hereby authorized under this grant. A Grantee that is subject to existing State program accreditation requirements may request an advance payment in writing, if applicable. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the start up activities of this agreement and as agreed to by the Grant Officer. Neither these HUD funds nor non-HUD funds may be used for conducting interventions, remediation, rehabilitation, renovation or other activities that would physically alter any structure or property in any way. Refer to 24 CFR 58.34(a) for a list of exempt activities.

### **4. Amendments**

This grant may be modified at any time by written amendment. Amendments, which reflect the rights and obligations of either party, shall be executed by both HUD (the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

### **5. Amount of Cost Share (Estimated Cost And Payment – Leveraging) (See Block 14 of form HUD-1044)**

The estimated cost for the performance of this grant is the “**Total Instrument Amount**”.

The Grantee shall be reimbursed by HUD for costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the Grantee in excess of the “**Total HUD Amount**”. HUD reserves the right to withhold five-percent (5%) of the Federal grant amount pending the receipt and approval of a final progress report. See clause entitled “Final Report” for

more information. The proposed contribution to supplement HUD funds is the “Recipient Amount.” The Grantee agrees to bear without reimbursement by HUD the “**Recipient Amount**” of the total costs. The Grantee is not obligated to contribute more than the “**Recipient Amount**”. However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the “**Total Instrument Amount**”.

The Grantee must satisfy all leveraging requirements in the NOFA. If the Grantee's actual leveraging contribution is less than “**Recipient Amount**” under Block 14 of the HUD 1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's leveraged funds requirement, or to reduce the Government's share proportionally. The Grantee shall notify the Government at any time it believes it will not meet its leveraged funds requirement by the completion of the grant. If the Grantee exceeds the leveraged amount, there will be no impact on the Federal share. HUD reserves the right to withhold payments if leveraged funds are not spent.

Any funds requested by the Grantee shall be requested in accordance with the clause entitled, “Estimated Cost and Payment - Line Of Credit Control System (LOCCS).”

HUD reserves the right to withhold payment if leveraged resources are not spent.

## **6. Budget**

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

If the Grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, the Grantee will not be allowed to draw down funds in excess of 10% of the federal amount, until such time that the requirements have been met. HUD reserves the right to terminate an award if the required documents are not provided within 1 month from the date the written request was made.

Standard Form 425, Federal Financial Report (24 CFR Part 84.52 and/or 85.52), detailing leveraged funds or in-kind contributions shall be submitted on a bi-annual basis. As part of the closeout process a final narrative and a final Standard Form 425 detailing the progress made in achieving the purpose of the grant and adequate documentation of the total federal funds expended in support of the activities to achieve this purpose are due to the GTR 90 days after the end of the period of performance (See clause entitled “Closeout”).

The Federal Financial Report (Standard Form 425) shall be submitted on a bi-annual basis and is due 30 days after the reporting period.

## **7. Central Contractor Registration (CCR)**

Recipients and their first-tier sub-recipients must maintain current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards.

## **8. Certifications and Assurances**

The certifications and assurances submitted in the Grantee's application are hereby incorporated into this agreement. They include:

- a. Standard Form 424 or HUD 424, Application for Federal Assistance
- b. Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- c. Applicant/Recipient Disclosure Update Report (HUD-2880)
- d. Certification Regarding Parties Excluded From Procurements
- e. Certification Prohibiting Excessive Force Against Non-Violent Civil Rights Demonstrators
- f. Certification/Disclosure Regarding federal Debt
- g. Certification Regarding a Drug-Free Workplace
- h. Codes of Conduct and Conflict of Interest

A grantee must notify the GTR of any changes in the status or information on the above items.

## **9. Changes**

In accordance with 24 CFR 85.30 or 84.25, as applicable, Grantees or sub-grantees must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Budget revisions that are 10% or more of the total HUD amount among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- c) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.
- d) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.



## **10. Closeout**

The Grantee shall provide the Grant Officer with closeout documentation 90 days after to the end of the performance period, consisting of the following five elements:

- Narrative Final Report summarizing activities conducted under the award, including significant outcomes resulting from the activities and problems encountered during the performance period;
- Federal Financial Report (SF-425) of the total Federal Funds expended;
- Completed Inventions, Patents, and Copyright Statement; and
- Completed Closeout Certification.

HUD will notify the Grantee in writing when the grant is closed. The Grantee has three areas of continuing responsibility after closeout of the grant:

- Records and materials must be kept in a safe place and be accessible to auditors and other government officials for three years after the grantee and all subgrantees/subcontractors make final payments and all other pending matters are closed. (If the grant is covered by 24 CFR Part 84, see related record retention requirements in 24 CFR 84.85(c)(2).) This requirement also extends to all subcontracts the Grantee has executed.
- Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the agreement. Disposal of property must be in accordance with the rules established in the Property Management Standards referred to in the award. Program income, including royalties, must be used to support eligible activities.
- Notification to the Grant Officer if, at any time during the three-year period after project completion, the Grantee organization is discontinued or changes location. The Grant Officer should be notified immediately of the new address or the address of the party retaining all records.

## **11. Collection Of Data**

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501— 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a) The Grantee is conducting the collection of information at the specific request of HUD; or

- b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the “sponsor” of the information collection.

## **12. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act)**

Applicants receiving an award from HUD should be aware of the requirements of the Transparency Act. The Transparency Act requires the establishment of a central website that makes information available to the public regarding entities receiving federal financial assistance, by not later than January 1, 2008. In fulfillment of the requirements of the Act, OMB launched <http://www.USAspending.gov> in December 2007. The website makes information available to the public on the direct awards made by the federal government. The Transparency Act also requires, beginning not later than January 2009, that data on subawards be made available on the same website.

In anticipation of the implementation of this requirement, HUD is placing awardees of its FY2010 competitive funding on notice of these requirements and that, once implemented, grantees will be required to report their subaward data to HUD or a central federal database. The only exceptions to this requirement under the Transparency Act are:

- 1) Federal transactions below \$25,000;
- 2) Credit card transactions prior to October 1, 2008;
- 3) Awards to entities that demonstrate to the Director of OMB that the gross income of such entity from all sources did not exceed \$300,000 in the previous tax year of such entity; and
- 4) Awards to individuals. Guidance for receiving an exception under item (3) above has not been finalized by OMB.

HUD is responsible for placing award information for direct grantees on the government website. The reporting of subaward data is the responsibility of the grantee. Grantees should be aware that the law requires the information provided on the federal website to include the following elements related to all subaward transactions, except as noted above:

- 1) The name of the entity receiving the award;
- 2) The amount of the award;
- 3) Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- 4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;

- 5) A unique identifier of the entity receiving the award and of the parent entity of the recipient (the DUNS number), should the entity be owned by another entity; and
- 6) Any other relevant information specified by OMB.

### **13. Conduct of Work**

During the effective period of this grant, the GTR and/or the GTM identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the Grantee, unless the Grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Work Plan. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto shall be borne by, the Grantee.

### **14. Confidentiality**

The service provider (e.g., the Grantee and any subgrantees, subcontractors or vendors) must maintain confidential files on individual program beneficiaries served. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and HUD staff. Recipient staff must only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to recipient staff and management staff. The recipient must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or the recipient organization itself.

### **15. Contact Information Updates**

The Grantee shall inform the Grant Officer and GTR of any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel.

### **16. Copyrights**

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this

grant; and (b) any rights of copyright to which a Grantee or sub-grantee or a contractor purchases ownership with award funds.

### **17. Default and Disputes**

The Grantee is in default if one or more of the following occurs:

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;
2. Any material noncompliance with Federal, State, or local laws or regulations as determined by HUD;
3. Any other material breach of this award agreement, or
4. Any misrepresentation in the application submissions which, if known to HUD, would have resulted in this award not being provided.
5. Failure to meet any reporting requirement.

If HUD determines preliminarily that the recipient is in default as described in items 1-5, above, HUD will give the recipient notice of this determination and the corrective or remedial action proposed by HUD. The recipient shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action.

Where HUD determines that corrective or remedial actions by the recipient have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this award agreement:

1. Reduce the award in the amount affected by the default.
2. Take action against the recipient under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards.
3. Demand repayment of all award amounts.
4. Initiate litigation or other legal proceedings designed to require compliance with the statute, regulations, any terms or conditions of this award agreement, or other pertinent authorities.
5. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee.
6. Withhold further payments.
7. Take any other remedial action legally available.

During performance of the grant, disagreements may arise between the Grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal the decision in writing within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative,

the Director, Office of Sustainable Housing and Communities.

Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in HUD taking action to limit access to program funds. Actions by HUD may include, but are not limited to: requiring that reports and financial statements be submitted to the Grant Officer/GTR for approval before drawing down any funds; removing the Grantee from the eLOCCS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant for non-performance.

HUD may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period for cause when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

### **18. Deliverable Products**

During the performance period, the recipient is required to submit to the GTR Official Work Products. These include but are not limited to progress reports; financial reports, closeout documentation; products specified in the Work Plans, such as reports for HUD and the public on activities conducted and results achieved, etc. Failure to submit required documents on time may cause the Grant Officer to take action to suspend or terminate the award.

### **19. Equipment**

When acquiring equipment, the Grantee shall comply with the requirements set forth in 24 CFR 84.34 or 24 CFR 85.32, whichever is applicable, OMB Circular A-87 (2 CFR Part 225), and OMB Circular A-122 (2 CFR Part 230).

### **20. Estimated Cost and Payment - Line Of Credit Control System (LOCCS/eLOCCS)**

The Grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "**Total HUD Amount**" in Block 14 of the HUD 1044. In the event the Grantee incurs cost in excess of this amount, the excess shall be borne entirely by the Grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the eLOCCS web based system. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

Before receiving funds from the eLOCCS, the Grantee must designate a financial institution for HUD to make direct deposit payments through the ACH system. In the event the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer 30 days prior to the date such change is to become effective.

To have access to LOCCS and the eLOCCS, the Grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response /eLOCCS Access Authorization Form.

The Grantee shall submit the original vouchers for work performed to the GTR identified in Block 9 of the form HUD-1044. The voucher shall be supported by a detailed breakdown of the cost(s) claimed (Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03). In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the eLOCCS. Payment requires the Grantee to go to eLOCCS and provide the Security ID number and requested information. Detailed instructions for using the LOCCS/eLOCCS were provided in HUD's Transmittal Letter for your award.

Funds advanced to the Grantee shall be maintained in an interest bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD.

All check remittances should be sent to the new Miscellaneous Lockbox as follows:

Bank of America  
DHUD P.O. Box 277303  
Atlanta, GA 30384-7303

If the Grantee is a State, local government or Indian Tribe, the Grantee may retain up to \$100.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 85.21).

If the Grantee is a University, non-profit or for profit organization, the Grantee may retain up to \$250.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 84.22).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA), as it pertains to interest.

Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any

required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital and payment to the Grantee may be made by Treasury check to reimburse it for actual cash disbursements that are approved by the GTR.

## **21. Environmental Review**

This Environmental Review section applies to grantees that will conduct site control or land acquisition (Category 2- Detailed Execution Plans and Programs), as described in the NOFA.

Activities that involve site control or acquisition are subject to HUD environmental review under 24 CFR Part 50. For projects involving these activities, HUD's notification of award constituted only a preliminary approval by HUD subject to the completion of an environmental review of the proposed site(s). Selection for participation and the execution of this Agreement do not constitute approval of the proposed site(s). Each proposal involving site control or acquisition is subject to a HUD environmental review, and the Grantee's proposal may be modified or the proposed sites rejected as a result of that review.

The Grantee shall not acquire, rehabilitate, demolish, convert, lease, repair, or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received. An option agreement on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is subject to a determination by HUD on the desirability of the property for the project as a result of the completion of the HUD environmental review and the cost of the option is a nominal portion of the purchase price.

The Grantee shall assist HUD in complying with 24 CFR Part 50; shall supply HUD with all available, relevant information necessary for HUD to perform an environmental review for each property, as requested by HUD; and, shall carry out mitigating measures required by HUD or select alternate eligible property if required by HUD..

## **22. Fair Housing and Civil Rights Laws**

- a) The Grantee represents, warrants, and certifies to HUD that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity identified in HUD's regulations at 24 CFR § 5.105(a), and assure such compliance of any of its sub-grantees under this Agreement, including the following:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681:1683, 1685:1688) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
  3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;
  4. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and implementing regulations at 28 CFR part 35;
  5. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act;
  6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
  7. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- b) The Grantee represents, warrants, and certifies to HUD that it shall administer its grant in a manner that affirmatively furthers fair housing and that, at a minimum, it shall carry out all actions to affirmatively further fair housing as proposed in its application for financial assistance under the Sustainable Communities Initiative Grant Programs.
  - c) The Grantee represents, warrants, and certifies to HUD that it shall ensure that employment, contracting, and other economic opportunities generated by the Sustainable Communities Initiative Grant Programs shall, to the greatest extent feasible, be directed to low- and very low-income persons pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135.
  - d) Grantees are required to cooperate and assist HUD in its nondiscrimination and equal opportunity compliance activities and are required to maintain and submit racial, ethnic, disability, and other demographic data pursuant to HUD's nondiscrimination and equal opportunity regulations including those at 24 CFR §§ 1.6, 8.55, 107.30, and 121.2.



### **23. Flow Down Provisions**

If the Grantee contracts or subawards funds under this agreement with a person or entity to perform work under this award, the Grantee shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by HUD and the Office of Management and Budget (OMB)

The Terms and Conditions of this agreement flow down to all tiers of subgrantees. First tier subgrantees are required to obtain a DUNS numbers (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; [www.ccr.gov](http://www.ccr.gov)) no later than 120 days after execution of this agreement.

### **24. HUD's Right to Audit and Disallow and Recover Funds**

The government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this agreement based upon HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

### **25. HUD's SUBSTANTIAL INVOLVEMENT**

HUD's Office of Sustainable Housing and Communities will work in partnership with its grantees to advance the program objectives of the grant program. The Cooperative Agreement allows for substantial involvement of HUD staff to enhance the performance of the grantee in the completion of their deliverables.

Anticipated substantial involvement by HUD staff may include, but will not be limited to:  
Studies and Reports

- Review potential amendment recommendations to the study design and/or Workplan.
- Review and provide recommendations in response to bi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide recommendations on the final report/study, including final interpretation of study results.

Approvals and Reviews

- Authority to halt activity if specifications or work statements are not met;
- Review and approval of one stage of work before another can begin;
- Review and approval of substantive provisions of proposed sub-grants or contracts beyond existing Federal policy;
- Approval of workplan adjustments based on changing conditions and needs documented in the cohort targeted for capacity building.
- Review and approval of key personnel

Participation and Monitoring

- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects;
- HUD and recipient collaboration or joint participation;
- Implementing HUD requirements which limit recipient discretion;
- Coordination of complementary activities from respective capacity building intermediaries, including determining if workplans require adjustments based on changing conditions;
- Where appropriate substantial, direct HUD operational involvement or participation during the assisted activity.

#### **26. Incurrence of Costs**

The Grantee is allowed to incur costs for activities beginning the effective date of the award as stated on the HUD-1044 under period of performance. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer or GTR.

At a minimum, grantees are required to drawdown funds on a quarterly basis. An e-LOCCS Request Voucher for Grant Payment (HUD form 27053) must be used to be reimbursed for award funds. Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line of Credit Control System (LOCCS)."

#### **27. Indirect Costs**

For grantees without a federally approved indirect cost rate, a provisional indirect cost rate, pending establishment of a final rate, will be applied to this grant. Reimbursement will be made on the basis of the provisional rate. By accepting this agreement, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective. Adjustments will be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block #15 of the HUD-1044.

#### **28. Inspection and Acceptance**

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned GTMs.

#### **29. Inspector General Referrals**

The Grantee or any subgrantee, subcontractor or other sub-recipient awarded funds shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

#### **30. Limitation on Consultant Payments**

Per the requirements of the NOFA, federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant, whether retained by the federal Government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, [www.opm.gov](http://www.opm.gov), and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

### **31. Limitation on Payments to Influence Certain Federal Transactions**

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

### **32. Lobbying Activities Prohibition**

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

### **33. Management and Work Plan**

The management and work plan, deliverables and budget revisions shall comply with the requirements established by the NOFA. The Grantee shall complete and submit a detailed management and work plan within 60 days after the effective date of the grant; this plan is subject to review and approval by HUD. The revisions to the general plan submitted in the proposal shall include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions that will be provided by the GTR.

The management and work plan consist of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary).

### **34. Monitoring**

The responsible Departmental official, GTR, or designee may review and monitor the practices of the Grantee to determine whether it is in compliance with this Agreement or other requirements that arise as a result of the Grant Award. The GTR will also provide performance monitoring by tracking Grantee's progress in meeting the goals and objectives of the program.

### **35. Order of Precedence**

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a) HUD 1044 Cooperative Agreement
- b) NOFA
- c) Management and Work Plan.
- d) Uniform Administrative Requirements.
- e) Grantee's Proposal (if incorporated)

### **36. Patent Rights (Small Business Firms And Nonprofit Organizations)**

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer  
Office of Sustainable Housing and Communities  
U.S. Department of Housing and Urban Development  
451 Seventh Street SW, Room 10180  
Washington, DC 20410-3000

### **37. Period of Performance and Extensions and Incurring Costs or Obligor Federal Funds Beyond the Expiration Date**

a) The Grantee shall provide all services stipulated in this cooperative agreement for the period of months specified in the form HUD 1044, "Assistance Award/Amendment," or its Continuation Sheet, from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated within the period of performance.

b) The Grantee shall not incur costs or obligate federal funds for any purpose pertaining to the operation of the project or program, 30 days prior to the end of the period of performance. The only costs which are authorized during the last 30 days of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

The Office of Sustainable Housing and Communities has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding is at the sole discretion of that Office.

### **38. Personnel**

The personnel, specified as key personnel in the original or amended HUD form 2010 (Rating Factor Form), Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, the Grantee shall notify the Grant Officer and GTR reasonably in advance in writing and shall submit justification (including proposed substitutions (with the qualifications and experience of the substitute personnel)) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the Grantee without the written consent of the Grant Officer.

### **39. Profit/Fee**

No increment above cost, fee, or profit may be paid to the Grantee or any subgrantee under this award.

### **40. Program Income**

Any program income derived as a result of this award shall be added to funds committed under the award to further activities eligible for assistance under this agreement. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable grant program for which this grant is awarded in accordance with 24 CFR 84.24 or 85.25, as applicable.

### **41. Prohibited Use of Funds**

You may not use funds for the following ineligible activities:

- (a) Ineligible administrative activities under OMB Circular A-102 (24 CFR Part 85), Grants and Cooperative Agreements with States and Local Governments; OMB Circular A-110 (2 CFR Part 215) Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- (b) Ineligible costs under OMB Circular A-87 (2 CFR Part 225), Cost Principles for State and Local and Indian Tribal Governments; and OMB Circular A-122 (2 CFR Part 230), Cost Principles for Non-Profit Organizations;
- (c) Developing plans that would assist business or industry to relocate to an area to the detriment of communities where the business or industry is currently located. This funding restriction does not apply to businesses that are displaced as a result of Category 2 projects. The requirements of the Uniform Relocation Assistance and Real

## HUD OSHC Terms and Conditions for FY 2011 NOFA

Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) (codified at 49 CFR Part 24) cover any person who moves permanently from real property or moves personal property from real property as a result of direct acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (See the General Section).

- (d) Substitution of Sustainable Communities funds for funding already pledged to support community development; housing; watershed, air and water quality; transportation planning; food production and distribution planning; and other planning activities eligible under the sustainable communities planning program.

#### **42. Publications and News Releases and Social Media**

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine.

All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include Grantee and Grantee's sub-recipients.

Interim and final reports (including, if applicable, scientific manuscripts) may not be published by the Grantee or any sub-recipients participating in the work for a period of sixty days after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the Grantee or its staff, or any sub-grantee or other person or organization participating in the work of the award, shall, be provided to the GTR for review and comment before the planned release. Whenever possible, these should be provided to the GTR for review and comment at least two weeks before the planned release, but in no event simultaneously with the release.

The use of Social Media, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, and microblogs is acceptable under OSHC grant programs. Information to be released

through Social Media must be provided to the GTR for review and comment at least 2 business days before the planned release.

### **43. Reporting**

#### **a) Deliverables**

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including biannual project reports, interim reports where appropriate, the final report, and financial reports utilizing Standard Form 425, the Federal Financial Report. Upon approval of the Work Plan, the Grantee should ensure all deliverables identified in the Work Plan are delivered on time.

#### **b) Bi-Annual Progress Reports**

A template to be used in the preparation of each biannual report will be provided by HUD after grant award. Bi-annual reports must reflect activities undertaken, obstacles encountered and solutions achieved, and accomplishments. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the biannual reports as attachments.

Grantees shall submit reports as specified in this clause. The reports submitted to HUD require the submission of a work plan with specific, time phased, and realistic goals, objectives established. Bi-annual status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives are to be submitted.

Grantees are advised that failure to submit timely biannual progress reports will result in not having their "eLOCCS Request Voucher for Grant Payment" processed and also may result in a low performance rating, which could result in grant termination. Reports are due 30 days after the reporting period.

#### **c) Required Reports**

- Grantees are required to submit biannual progress reports. Reporting requirements are specified in the Notice of Funding Availability and these Terms and Conditions. In case of conflict, the more-stringent provisions apply.
- Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by January 10th, and yearly thereafter.
- Federal Financial Report (Standard Form 425)

**d) Final Report**

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant. See clause entitled "Closeout" for the specific elements to be included with your final report. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

**44. Reproduction of Reports**

**BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED**

Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

- 1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- 2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.

As used in this section, the term "printing" includes the processes of composition, platemaking, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.

**45. Review of Deliverables**

- a) Definition - For the purpose of this clause, "Deliverables" include:
  - 1) All interim and final reports;
  - 2) Survey instruments required by Work Plan, if applicable;
  - 3) Other physical materials and products produced directly under the Work Plan of this grant, if applicable; and
  - 4) In-kind and leverage commitments, if applicable.
- b) General



- 1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee.
- 2) The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.
- 3) The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant.
- 4) The GTR's review, correction, and acceptance of deliverables shall be limited to: (i) corrections of omissions or errors of fact, methodology, or analysis; ii) deletion of irrelevant materials; and (iii) improvements in style readability.
- 5) In the review and acceptance of deliverables, the GTR may not require any change in the Grantee's stated views, opinions, or conclusions.
- 6) Should there be any disagreement between the Grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the Grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause. Such dissent(s) shall not apply to any independent publication by the Grantee of Independent Products that may arise from the work or findings of this grant.

#### **46. Scope of Services**

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the original/revised application under the this NOFA, as well as the subsequent Management and Work Plan schedule.

#### **47. Section 508 Compliance**

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at [www.hud.gov/assist/webpolicies.cfm](http://www.hud.gov/assist/webpolicies.cfm).

#### **48. Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.**

a) Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 (24 CFR Part 85) Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of funds.

b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133 (2 CFR Part 180).

c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of funds.

d) Recipients agree to require their sub-recipients to include on their SEFA. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

#### **49. Special Conditions**

Special Conditions to this award are listed in the form HUD-1044 Continuation Sheets.

#### **50. Sub-recipient Monitoring and Management**

Recipients will be responsible for the monitoring and management of all sub-recipient awards. Management and reporting requirements applied to direct recipients tier-down to employees, affiliates, sub-recipients, and subcontractors, and recipients will be responsible for ensuring compliance and submitting required reports to HUD. Recipients may incorporate all sub-recipient reporting into a consolidated report with the exception of the requirements established for compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) also known as FFATA or the Transparency Act.

#### **51. Whistleblower Protection**

Each grantee or sub-grantee awarded funds made available shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to the HUD Office of Inspector General through any of the following means:

Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

Faxing at (202) 708-4829

E-mailing to [hotline@hudoig.gov](mailto:hotline@hudoig.gov)

Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

**EXHIBIT D**

**Subcontractor Monitoring Documentation Requirements**

**[See attached.]**



## Exhibit D

### CONNECT Subcontractor Monitoring Documentation

The Cooperative Agreement requires Grantee to monitor Subcontractor's performance under this Agreement, including Subcontractor's use of the federal funds, compliance with the Agreement's terms and conditions, and achievement of performance goals, and Subcontractor agrees to assist Grantee in its monitoring responsibilities by providing documentation of its compliance as specified in this Agreement and as may be needed to document Subcontractor's resolution of any non-compliance on its part.

In addition to documentation of Subcontractor's compliance with requirements for its selection and use of subcontractors as required elsewhere under this Agreement, Subcontractor agrees to provide to Grantee documentation of Subcontractor's compliance with other requirements as follows:

1. At or prior to execution of this Agreement, a completed and executed CONNECT Our Future "Subcontractor Initial Certifications" form provided by Grantee, a sample of which is attached to this Exhibit D.
2. Annually thereafter by July 15 and within 30 days of expiration of notice of termination of this Agreement, for each fiscal year ending June 30 or portion thereof, a completed and executed CONNECT Our Future "Subcontractor Annual Certifications" form provided by Grantee, a sample of which is also attached to this Exhibit D.



**CEDC Board Member Recommendations for Confirmation**

Term: March 1, 2013 - February 28, 2016

Name	Representing	Recommended by	Organization
Joe Carpenter	Gaston County	Gaston County BOC	Gaston County BOC
John Pruitt	Rowan County- Private Sector	Rowan County BOC	Trinity Healthcare
Astrid Chirinos	Regional	CCOG	Latin American Chamber of Commerce
Manuel Rey	Charlotte/Mecklenburg	CCOG	Fifth Third Bank
Robert Van Geons	Rowan County	CCOG	Rowan Works EDC

**CEDC Board Members-Pending Recommendations**

Term March 1, 2013 - February 28, 2016

Board Member	Representing		Organization
Jarvis Woodburn	Anson County - Public		
Vacant	City of Charlotte		
Vacant	Gaston County - Private		
Tracy Jackson	Iredell County- Public		
Vacant	Lincoln County - Public		
George Dunlap	Mecklenburg County - Private		
Robert Hillman	Mecklenburg County - Public		
Mark Brady	Mooreville- Private		
Vacant	Union County - Private		

**Current CEDC Board Members**

Term: March 1, 2013 - February 28, 2016

Name	Representing	Recommended by	Organization
George Arena	Lincoln County (Private)	CCOG	Retired

# Region of Excellence Awards



Please nominate your jurisdiction for a Region of Excellence Award by **Friday, April 19, 2013**. Award categories are listed below. All submittals will be reviewed by a panel of impartial judges who serve the region. Questions? Please contact Audrey McCaskill at 704.348.2700 or [amccaskill@centralina.org](mailto:amccaskill@centralina.org).

## Excellence Award Categories

- Controlling the Cost of Government
- Growing the Economy
- Improving Quality of Life

*Serving Anson, Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly and Union Counties and the municipalities throughout the region.*



## REGION OF EXCELLENCE AWARDS Eligibility & Criteria

**Nominations can be projects, programs, or plans completed in a city, town, village or county in the Centralina region. To be considered for nomination, the project, program or plan must be currently underway or completed during Calendar Year 2012. Communities may make multiple submittals. Each submittal must be on a separate award application form.**

**Please consider the following award criteria in your application:**

- Innovation and creativity
- Program success and sustainable benefits
- Commitment to goals
- Engagement of community members
- Contributions to Regionalism
- Interaction with public and private partners

### AWARD CATEGORIES

**“Controlling the Cost of Government”**

*Local governments are being asked to do more with less at a time when the role of government is under increasing scrutiny. Governments must make optimum use of resources as we improve and build the systems required for growth.*

The recipient of this award has been creative in implementing a new or innovative program or initiative that is effective and delivers the most value with public funds. Such program exemplifies efficiency through: utilizing economies of scale; partnering with other local governments to maximize the impact of public funds; and/or encouraging best practices to maintain or expand services.

**“Growing the Economy”**

*Growing the economy is vitally important to the health of the region. To achieve a strong, diverse economy, we need to ensure economic growth occurs in areas where people live throughout the region.*

The recipient of this award has implemented innovative solutions to community development/investment challenges and engages in best practice strategies that: utilize public/private sector partnerships to maximize investment opportunities; prepares existing sites and infrastructure to meet the needs of target industries; and/or implements economic development including job creation/retention initiatives, etc.

**“Improving Quality of Life”**

*The communities in the region must work to ensure that they can be lifelong communities where people have a high quality of life, regardless of age or disability.*

The recipient of this award best leverages resources to improve the quality of life for citizens. The award recipient has implemented innovative program offerings such as those that: enhance social equity; encourage community participation through public and private sector leadership; develop solutions that build on the community’s strengths and improve upon its weaknesses; or use cooperative volunteerism to maintain or expand services.

*\*The Centralina Clean Fuels Coalition will also recognize an organization that best demonstrates excellence in clean transportation and clean fuel activities.*

**AWARD SCHEDULE**

Application Deadline:  
**Friday, April 19, 2013**

Award Recipients Notified:  
**Tuesday, April 30, 2013**

Award Ceremony:  
**Wednesday, May 8, 2013**

**CONTACT**

Audrey McCaskill  
704-348-2700  
amccaskill@centralina.org



# REGION OF EXCELLENCE AWARDS Application Form

**CHECK APPROPRIATE AWARD CATEGORY:**

Controlling the Cost of Government

Growing the Economy

Improving Quality of Life

**Name of Jurisdiction:** \_\_\_\_\_

**Department/Agency:** \_\_\_\_\_

**Partner Organizations (if any):** \_\_\_\_\_

**Name of Nominated project, program, or plan:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_ **Website:** \_\_\_\_\_

**All entries must include four (4) copies of each of the following:**

- Application Form
- Summary Description of Nomination **\*(Maximum of 3 typed pages)\***
  - Provide a brief description on the project’s development, time period of preparation, key participants and why the project, program or plan is deserving of the award.
  - Include evidence of innovation as well as positive reception from the community.
  - Include an explanation of how and to what extent this project has been implemented.
- Supporting Materials (i.e. newspaper articles, pictures, brochures, videos, etc)

**SEND YOUR SUBMITTALS TO:**  
**CCOG, ATTN: Audrey McCaskill, 525 N. Tryon Street, 12<sup>th</sup> Floor, Charlotte, NC 28202**

**All applications must be submitted in full by 5:00 p.m. on Friday, April 19, 2013**



# *Centralina 2013 Strategic Report*

**CENTRALINA 2013  
STRATEGIC REPORT  
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To: Centralina Council of Governments  
From: Jim Prosser, Executive Director  
Date: March 1, 2013  
Subject: Strategic Planning Report

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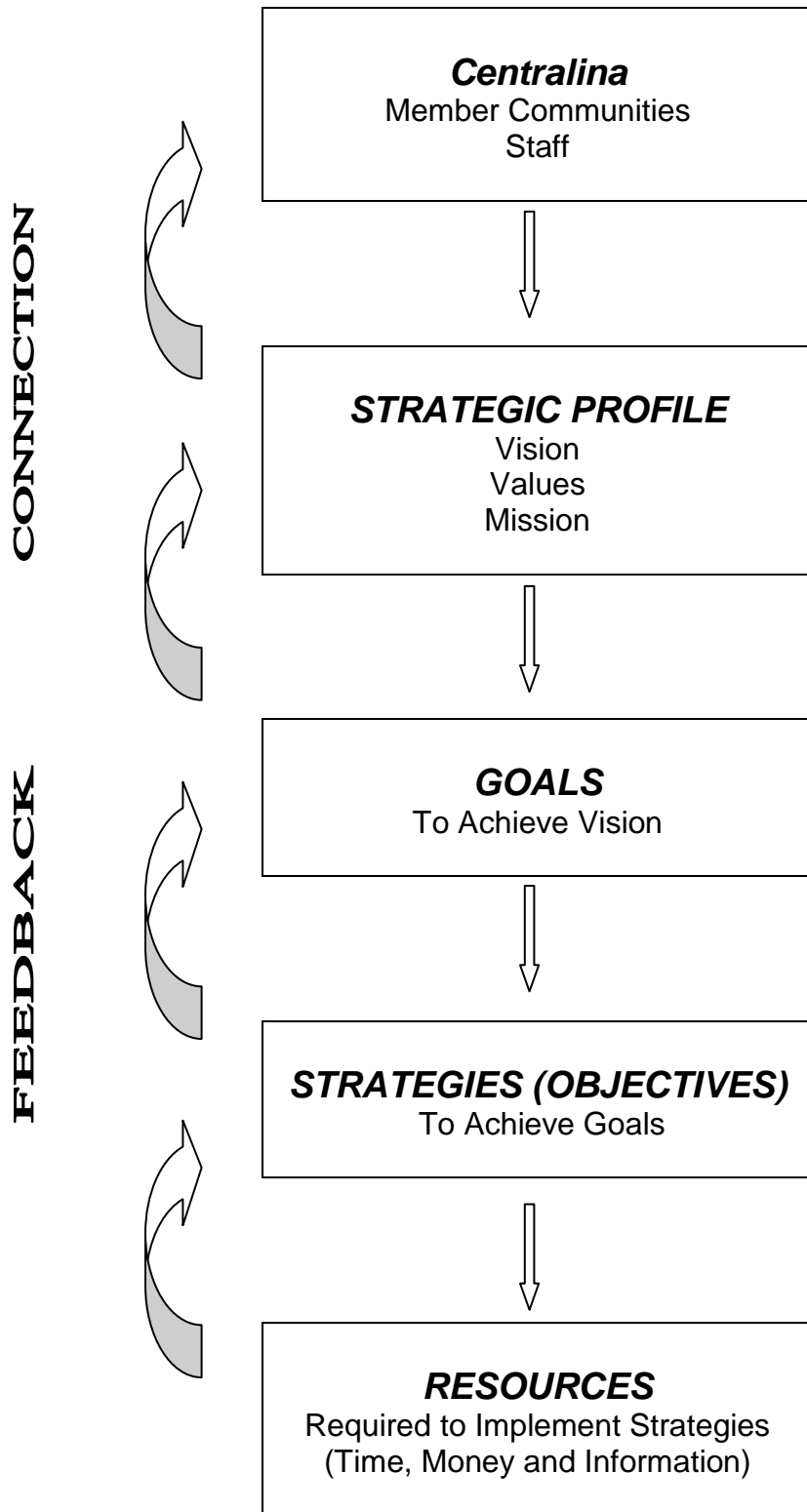
Please find attached the 2013 Strategic Plan for the Centralina Council of Governments. This plan was prepared based on a strategic planning session conducted on February 11, 2013 with members of the Centralina Executive Committee.

Several key implementation issues include the following:

1. The plan has been prepared based on general direction from the Executive Board of Directors. The implementation program will be reviewed by the Executive Board and adopted with any required changes.
2. The Board directed that special efforts be made to communicate the strategic plan to its member governments as soon as possible.
3. The plan is not intended to provide specific direction for every aspect of the work of Centralina. Rather it is intended to provide strategic direction for major policy initiatives of the Board.
4. The Board identified four goals (included below) that provide the framework for the work of Centralina. It is not intended that these goals encompass every aspect for the work of Centralina, rather it is intended to provide the basis for strategic initiatives over the next few years:
  - Communicate the value of Centralina in developing and implementing regional strategies and systems to complement the work of member governments.
  - Develop legislative support for the mission of Councils of Governments particularly in relationship with CONNECT.
  - Complete the initial work of CONNECT, including development of on-going capacity for coordinating the systems essential to economic and community growth including but not limited to water quality and quantity, sewer, workforce, housing and air quality.
  - Continue to build organizational capacity to undertake the role of regional planning focused on growing the economy and jobs, controlling cost of government and improving quality of life.

5. The Board will select the goals to be discussed at quarterly meetings. A "Feedback Connection Checklist" will be used to verify that the strategic plan is being tracked appropriately.
6. Written updates to the plan indicating progress on goals will be prepared quarterly. The updates should focus on problems or barriers to progress.
7. It is expected that "course corrections" in the strategic plan will be necessary and should be made as needed. This may mean that issues will be presented outside of the scheduled quarterly updates.
8. It is recommended that the Strategic Report be communicated to members and the residents of our region using our website, newsletters, media releases and other means as determined by the Executive Board

We are pleased to present this report to the Executive Board.



## ***Strategic Planning Feedback Connection Checklist***

This series of questions is used to verify the on-going validity for the strategic plan based on changes that have occurred within the region.

### **Regional Community**

- Have we communicated a vision to our member governments?
- Do we have adequate methods to hear member needs and concerns?

### **Strategic Profile**

- Is this the right vision/value for the region?
- What happens if we do not achieve this vision?

### **Goals**

- How will these goals help achieve our vision?
- Have we explored other goals that may better help achieve our vision?
- Have we made an effort to communicate how our goals help achieve our vision?
- Have we identified any alternate goals that will help achieve our Vision?
- Should we adjust our goals when there is a change in environment?

### **Strategies (Objectives)**

- Have we selected strategies that will best help achieve our goals?
- Have we considered alternative strategies?
- Are we progressing with the implementation of our strategies?
- Have we identified any alternate strategies that may help achieve our goals using fewer or more appropriate resources?
- How should we adjust our strategies when there is a lack of resources?

### **Resources**

- Are we dedicating the required and appropriate resources to implement our strategy?
- Are there other resources required than first anticipated?
- Are there additional resources required than first anticipated?

## **Cornerstones of Effective Regions**

### **Shared Vision**

The shared vision (purpose) statement communicates the regional aspirations. It should reflect a future idealized state of the region that describes how the region will compete to ***grow the economy and jobs, control cost of government and improve quality of life***. Preparation of the shared vision is ultimately the responsibility of the elected officials. Development should include stakeholders including delegates, member communities, employees, and other investors. The shared vision needs to be regularly updated and communicated.

### **Shared Values**

Shared values reflect a contract between and among member governments, communities, staff, and regional affiliate organizations regarding standard expectations for interactions with each other, community residents, and stakeholders. To be effective, the values must be clearly communicated and self-enforced within the official/staff team.

### **Strategic Plan**

The strategic plan outlines goals (and strategies required to achieve those goals) necessary to progress toward achieving a shared regional vision. To be effective, the plan must include a manageable and measurable set of goals with clearly defined strategies. The strategies should include timetables and resource requirements (time and money) required to achieve goals. Commitment of elected officials of time to monitor, adjust, and guide the strategic planning process is critical to achieving goals.

### **Operating System**

The operating system refers to the structure that accomplishes identifying shared strategies and organizational alignment, identifies gaps and overlaps, and implements the strategic plan. It encompasses regional plans, public policy development, financial plans, public participation and communication, customer service systems, and service evaluations. It is the method used to get things done (and done right) within the region.

## **Strategic Profile**

### **Our Vision**

To be recognized as an outstanding region in which to live, work, play and visit, where future generations will inherit an even better community.

### **Our Regional Values**

Regional values were adopted as part of the Connect Vision process. The values include:

- Sustainable, well managed growth
- A strong, diverse economy
- A safe and healthy environment
- Increased collaboration among jurisdictions
- High quality educational opportunities
- Enhanced social equity

### **Our Mission**

To grow the economy and jobs, control cost of government and improve quality of life within the Centralina region.

### **Goals**

1. Communicate the value of Centralina in developing and implementing regional strategies and systems to complement the work of member governments.
2. Develop legislative support for the mission of Councils of Governments particularly in relationship with CONNECT.
3. Complete the initial work of CONNECT, including development of on-going capacity for coordinating the systems essential to economic and community growth including but not limited to water quality and quantity, sewer, workforce, housing and air quality.
4. Continue to build organizational capacity to undertake the role of regional planning focused on growing the economy and jobs, controlling cost of government and improving quality of life.



## ***Understanding the Strategic Plan***

The focus of the strategic plan is to provide a framework for the work of Centralina Council of Governments. In this manner, we will be better able to ensure organizational alignment and continued integration of Centralina's management system.

The goals defined by the Board are those in which we must excel or perform exceptionally well to achieve Centralina's mission and values. The goals help to simplify and conceptually focus the efforts. Strategies were developed that are expected to result in the achievement of those goals.

A strategic plan will be prepared for each goal with a list of specific strategies and required tasks that will be used to achieve the goal and implement the strategy. A timetable will also be developed that will include timeframe and resources required for each task.

Each strategy will be assigned to a specific staff person who will be responsible for managing the respective strategy.

These "Strategy Owners" then develop measurable targets that serve to clarify the desired end results, or outcomes, and allow us to measure our progress toward achieving those goals.

Item	Strategies
<p><b>1. Review agenda, discuss expectations and rules</b></p>	<p><b><u>Expectations:</u></b></p> <ul style="list-style-type: none"> <li>• Review Core Services</li> <li>• Strategies for regional, state and federal influence</li> <li>• Communicate value and results for:               <ul style="list-style-type: none"> <li>○ COG</li> <li>○ Delegates/Elected Officials                   <ul style="list-style-type: none"> <li>▪ Local</li> <li>▪ State</li> <li>▪ Federal</li> </ul> </li> <li>○ What’s in it for me (WIIFM)</li> <li>○ Show examples</li> </ul> </li> <li>• Changes with plans</li> <li>• Trim Services               <ul style="list-style-type: none"> <li>○ Provide services paid</li> <li>○ Discontinue services that we do not do well</li> </ul> </li> </ul>
<p><b>2. Accomplishments</b></p>	<p><b><u>Done Well:</u></b></p> <ul style="list-style-type: none"> <li>• Sustainable Communities Regional Program Grant (SCRPG) process HUD</li> <li>• CEDS update</li> <li>• Advanced Manufacture               <ul style="list-style-type: none"> <li>○ Energy focus</li> </ul> </li> <li>• Managing programs               <ul style="list-style-type: none"> <li>○ Area Agency on Aging (pass through funds)</li> <li>○ Workforce Development</li> <li>○ Housing</li> <li>○ Transportation</li> </ul> </li> <li>• Local Awards               <ul style="list-style-type: none"> <li>○ Regional Excellences Awards</li> </ul> </li> </ul> <p><b><u>Do Better:</u></b></p> <ul style="list-style-type: none"> <li>• Better communication about activities               <ul style="list-style-type: none"> <li>○ Marketing should encompass the level of knowledge</li> </ul> </li> <li>• Take aways from meetings</li> <li>• Special projects – benefits               <ul style="list-style-type: none"> <li>○ Bike and pedestrian plans</li> <li>○ Lake Norman Bike Route</li> <li>○ Mobility Management Plan</li> </ul> </li> <li>• CONNECT communication               <ul style="list-style-type: none"> <li>○ Get the message out</li> <li>○ Marketing and branding</li> </ul> </li> <li>• Forum to discuss global issues               <ul style="list-style-type: none"> <li>○ Air</li> <li>○ Transportation</li> <li>○ Water</li> <li>○ Economic Development</li> </ul> </li> <li>• Power point presentation about CCOG</li> <li>• Work smarter.</li> </ul>
<p><b>3. Identify 2013 Challenges</b></p>	<p><b><u>Top Five Choices:</u></b></p> <ul style="list-style-type: none"> <li>• Communicate values of CCOG – 11</li> </ul>

Item	Strategies
	<ul style="list-style-type: none"> <li>• Develop legislative support for COG mission (CONNECT) – 4</li> <li>• Establish regional framework for coordinating systems forum for projects – 4               <ul style="list-style-type: none"> <li>○ Air</li> <li>○ Water</li> <li>○ Transportation</li> </ul> </li> <li>• Complete CONNECT – 4</li> <li>• Strengthen organization – 4</li> </ul> <p>Other Challenges:</p> <ul style="list-style-type: none"> <li>• Recruit members that have left CCOG</li> <li>• COG members act as retention committee</li> <li>• Membership/Outreach Committee</li> <li>• Meet with newly Elected Officials               <ul style="list-style-type: none"> <li>○ Local</li> <li>○ State</li> <li>○ Federal</li> </ul> </li> <li>• Turnover of Elected Officials               <ul style="list-style-type: none"> <li>○ Local</li> <li>○ State</li> <li>○ Federal</li> </ul> </li> <li>• Strategies for communicating in multiple mediums</li> <li>• Strategies for regional/statewide influence</li> <li>• County and Municipal Clerks</li> <li>• Provide service hours that are more beneficial to smaller communities</li> <li>• Keep the organization fresh</li> <li>• Cross Train staff</li> <li>• Develop relationships with local member governments</li> <li>• Proactively forecast regional challenges that impact local member governments</li> <li>• Cultivate County and Municipal relationships with others in the region</li> <li>• Keep it simple and make sure the message is clear</li> </ul>
<p>4. Brainstorming and developing options</p>	<ol style="list-style-type: none"> <li>1. Communicate What’s In It For Me (WIIFM)</li> <li>2. Dedicated staff for communications, marketing and publications service relationship management.</li> <li>3. Communication strategy.</li> <li>4. Restructure the Board of Delegates meetings.</li> <li>5. Branding – “What is COG” “voice of the region.”</li> <li>6. Clarify services.</li> <li>7. CONNECT engagement.</li> <li>8. COG’s focus on services outside of pass through funding.</li> <li>9. Keep CONNECT on target.</li> <li>10. Keep Mobility Management on target.</li> <li>11. Fulfill mission and vision of COG.</li> <li>12. What does COG do?</li> <li>13. Support staff development and communicate the opportunity and importance to staff.</li> <li>14. Clarity and understanding of staff support.</li> <li>15. Align CCOG with state goals.</li> <li>16. Educate new legislators on what is COG.</li> </ol>

Item	Strategies
	17. Addressing more global issues such as air, transportation, and water.
5. Prioritizing options	Staff Development Cross-training Look at what we do well Work smarter
6. Barriers analysis	1. Lack of information. 2. Carefully framed, specific and timely information with a clear response to a specific request.
Barrier Solutions	1. Communicate and sell problem 2. Engagement plan 3. Involve Thom Tillis – crossover is May 15, 2013 4. Establish a regional framework for coordinating systems.
Progress	1. Existing capacity analysis with graphics 2. Plan with milestones 3. Benchmarking 4. KISS- 5. plan approval by the Executive Board 6. monthly talking points on these issues
7. Working the plan	1. How do we make sure we get results? 2. What is role of Board? 3. What is role of staff?
8. Follow-up	1. Develop first draft of the plan and strategies by March 13, 2013 2. Timeline 3. Status and progress made 4. Opportunity for feedback from Board (focus groups) 5. Seek to continually improve
9. Wrap up and Evaluation	Continue to give local governments the reason to be involved. Open communication-listening, asking, and disseminate Regional entity to address the issues of the region. Develop a go-to entity (CCOG) Develop a program that sells regionalism and sustainability Regional collaboration on issues More discussion on workforce development Strong foundation and make sure the fundamental infrastructure for local communities Engage the Board of Delegates in the discussions during the board meetings Define the problem Legislative issues Update of programs
10. Finish	

<b>Strategic Planning Evaluations</b>	<b>1 Strongly Disagree</b>	<b>2 Disagree</b>	<b>3 Neutral</b>	<b>4 Agree</b>	<b>5 Strongly Agree</b>
<b>Questions:</b>					
1. The amount of time allotted for this session was appropriate.	0	0	0	5	4
2. Session material was useful in development of the final product.	0	0	0	7	2
3. I had a reasonable opportunity to participate in the process.	0	0	0	2	7
4. My input was reflected in the final product.	0	0	1	5	3
5. The facilitator coordinated the process effectively.	0	0	0	4	5
6. The goal setting process provided an opportunity to identify financial issues.	0	1	4	2	0
7. Overall, I believe this session will enhance strategic planning for our community.	0	0	0	7	2
<b>Total</b>	<b>0</b>	<b>1</b>	<b>5</b>	<b>32</b>	<b>23</b>

<b>Question:</b>	<b>1 Superior</b>	<b>2 About the Same</b>	<b>3 Not as Good</b>
8. Compared to other planning sessions, I would rate this session as:	5.5	3	0
<b>9. Suggestions/Comments:</b>			
<ul style="list-style-type: none"> <li>• Overall good session!</li> </ul>			
<ul style="list-style-type: none"> <li>• Great opportunity again for us to make our voices heard.</li> <li>• Great job by staff putting this together.</li> </ul>			
<ul style="list-style-type: none"> <li>• Good exchange of ideas, good discussion.</li> <li>• Materials provide were helpful.</li> <li>• Agenda was followed well, process beneficial</li> </ul>			
<ul style="list-style-type: none"> <li>• Simple, timely</li> <li>• Better understanding of CCOG</li> <li>• Very helpful.</li> <li>• Heard all voices "great and small"</li> </ul>			