

SUSTAINABLE COMMUNITIES REGIONAL PLANNING GRANT CONSORTIUM AGREEMENT

BACKGROUND

The United States Department of Housing and Urban Development (HUD), the United States Department of Transportation (DOT), and the United States Environmental Protection Agency (EPA) are collaborating through an Interagency Partnership on Sustainable Communities (Partnership).

The Des Moines Area Metropolitan Planning Organization (MPO) was awarded a \$2 million grant through the Partnership's *Sustainable Communities Regional Planning Grant Program*, hereinafter referred to as the Project. The MPO is leading a local consortium (Consortium) to complete the Project. The Consortium includes signatories to this Agreement, and also is expected to involve a Steering Committee, a Consultant Team, a Technical Committee, a Partners Committee, and the public.

CONSORTIUM GOALS

It is envisioned that the Project will be utilized to guide the planning process, its framework, and the completion and implementation of a Regional Plan for Sustainable Development (Plan) for the central Iowa region from this point forward. The Project seeks to:

- Provide a forum for local stakeholders to participate collaboratively in the regional planning process;
- Engage the public in the regional planning process;
- Promote regionalism;
- Encourage and increase sustainability in central Iowa;
- Foster new and leverage existing relationships; and,
- Serve as an example for local communities, for the state, and for the nation.

Furthermore, the Partnership has identified eight mandatory outcomes for the Project, which will:

- Create regional transportation, housing, water, and air quality plans that are deeply aligned and tied to local comprehensive land use and capital investment plans;
- Align federal planning and investment resources that mirror the local and regional strategies for achieving sustainable communities;
- Increase participation and decision-making in developing and implementing a long-range vision for the region by populations traditionally marginalized in public planning processes;
- Reduce social and economic disparities for the low-income, minority communities and other disadvantaged populations within the region;
- Decrease per capita vehicle miles traveled (VMT) and transportation-related emissions for the region;

- Decrease the overall combined housing and transportation costs per household;
- Increase the share of residential and commercial construction on underutilized infill development sites that encourages revitalization, while minimizing displacement in neighborhoods with significant disadvantaged populations; and,
- Increase the proportion of low- and very low-income households within a 30 minute transit commute to major employment centers;

Consortium members identified the following goals during the grant application process:

- Increased number of mixed use and racially, ethnically, and socioeconomically diverse neighborhoods with walkable and/or transit access to services (grocery, bank, retail), good jobs, good schools, park, and trails;
- Improved public health outcomes that results from creating safer, more walkable neighborhoods;
- Increased use of compact development as a tool for regional planning to accommodate population growth, to utilize infrastructure efficiently, and to preserve agricultural land and natural areas for environmental and recreational purposes;
- Decreased hazardous environmental threats due to regional increases in the rate and frequency of flooding; erosion; and, compromised water quality; and,
- Enhanced regional competitiveness through coordinated regional economic development and amenity planning;

MPO RESPONSIBILITIES

As the lead agency, the MPO and its staff will:

- Manage the Project over its three year duration;
- Act in a representative capacity with HUD on behalf of all members of the Consortium;
- Enter into a contract with a consultant to assist with the completion of the Project;
- Provide staff support to the Project team/Steering Committee;
- Coordinate Project meetings as necessary, with assistance from the consultant;
- Enter into memorandums of understanding with any participants receiving funding from the grant to ensure delivery of the required services and other deliverables;
- Assume fiscal responsibility for the grant on behalf of the Consortium in compliance with all HUD and program requirements;
- Distribute Project materials, with assistance from the consultant;
- Interface with consultants, the media, and the public;
- Make day-to-day decisions in executing the decisions of the Steering Committee; and,
- Complete other necessary activities to ensure Project success.

Per MPO Resolution 2011-15, the MPO will provide up to \$153,000 worth of professional services over the course of thirty-six months, at no increased cost to the MPO.

ROLES & RESPONSIBILITIES OF PARTICIPATING ENTITIES

Per the Cooperative Agreement signed with HUD, and within the framework of the 28E Agreement governing the MPO and its members, the following Consortium members are signatories to this Agreement:

- Greater Des Moines Partnership;
- Community Foundation of Greater Des Moines;

- Center on Sustainable Communities
- Des Moines Area Regional Transit Authority;
- Iowa State University;
- City of Altoona;
- City of Ankeny;
- City of Carlisle;
- City of Des Moines;
- City of Johnston;
- City of Pleasant Hill;
- City of Polk City;
- City of Urbandale;
- City of Waukee;
- City of West Des Moines;
- Dallas County; and,
- Polk County.

Roles & Responsibilities of Sub-Recipients

Per the attached memorandum of agreement (MOA) or comparable contractual arrangement, the MPO legal counsel will provide general legal advice during the thirty-six month planning process. The MPO legal counsel also will attend Steering Committee meetings, develop, and/or review formal agreements, and contracts with Project consultants and others. As stipulated in the MOA or comparable contractual arrangement, the MPO legal counsel will provide related legal services and receive up to \$35,000 for grant-related services provided toward fulfillment of the terms of the existing engagement as General Counsel to the MPO.

Per the attached MOA or comparable contractual arrangement, the program auditor will conduct annual financial and compliance audits for the Project. The program auditor will receive up to \$9,000 in grant funding for services provided.

Per the attached MOA or comparable contractual arrangement, the transit planning and alternatives analysis consultant will expand its current project for the Des Moines Area Regional Transit Authority (DART). The consultant will extend DART’s Forward 2035 transit plan to the year 2050 in order to align with the Project. As stipulated in the MOA, the transit planning and alternatives analysis consultant will receive up to \$100,000 in grant funding for services provided.

Per the attached MOA or comparable contractual arrangement, the regional visioning planning consultant will identify the economic opportunities and challenges for central Iowa through the Capital Crossroads initiative. Along with the scenario modeling elements of the Project, this initiative will help determine the transportation, housing, economic, and environmental needs of the region. As stipulated in the MOA, the regional visioning planning consultant will receive up to \$100,000 in grant funding to implement the recommendations of the Capital Crossroads initiative.

Per the attached MOA or comparable contractual arrangement, Iowa State University will provide research services throughout the thirty-six month Project duration. This will include the creation of a geospatial database, the review of development codes, a comparative analysis, and “ground-truthing” of potential future scenarios. As stipulated in the MOA, Iowa State University will receive up to \$110,000 in grant funding for services provided.

Roles & Responsibilities of Signatories to this Agreement

Per its initial letter of intent to support the Project, the City of Altoona will provide up to 780 hours of professional staff time over the course of thirty-six months, including, but not limited to, data collection, community outreach efforts, meeting participation, document review, and general multi-disciplinary planning work related to incorporating the Project with City of Altoona planning activities.

The City of Ankeny, through its Community Development Department, will provide up to 312 hours of professional staff time over the course of thirty-six months, including a minimum of 234 hours by the Director and 78 hours by support staff. This commitment will include, but not be limited to, data collection, community outreach, meeting participation, document review, and general multi-disciplinary planning work related to incorporating the Project with City of Ankeny planning activities.

Per its initial letter of intent to support the Project, the City of Carlisle will provide up to 36 hours of professional staff time over the course of thirty-six months, including, but not limited to, data collection, community outreach efforts, meeting participation, document review, and general multi-disciplinary planning work related to incorporating the Project with City of Carlisle planning activities.

Per its initial letter of intent to support the Project, the City of Des Moines will provide up to 4,992 hours of professional staff time over the course of thirty-six months, including, but not limited to, financial administration assistance, data collection, affordable housing planning work, multi-disciplinary planning work, incorporation of regional planning outcomes into its municipal comprehensive plan, and community outreach efforts.

Per its initial letter of intent to support the Project, the City of Johnston will provide up to 624 hours of professional staff time over the course of thirty-six months, including, but not limited to, data collection, community outreach efforts, meeting participation, document review, and general multi-disciplinary planning work related to incorporating the Project with City of Johnston planning activities.

Per its initial letter of intent to support the Project, the City of Pleasant Hill will provide up to 300 hours of professional staff time over the course of thirty-six months, including, but not limited to, data collection, community outreach efforts, meeting participation, document review, and general multi-disciplinary planning work related to incorporating the Project with City of Pleasant Hill planning activities.

Per its initial letter of intent to support the Project, the City of Polk City will provide up to 120 hours of professional staff time over the course of thirty-six months, including, but not limited to, data collection, community outreach efforts, meeting participation, document review, and general multi-disciplinary planning work related to incorporating the Project with City of Polk City planning activities.

Per its initial letter of intent to support the Project, the City of Urbandale will provide at least 900 hours of professional staff time over the course of thirty-six months, including, but not limited to, affordable housing planning, data collection for the western suburbs, community outreach to the western suburbs, incorporation of regional planning outcomes into its municipal comprehensive plan, and general multi-disciplinary planning work related to incorporating the Project with City of Urbandale planning activities.

Per its initial letter of intent to support the Project, the City of Waukee will provide up to 312 hours of professional staff time over the course of thirty-six months, including, but not limited to, data collection, community outreach efforts, meeting participation, document review, and general multi-disciplinary planning work related to incorporating the Project with City of Waukee planning activities.

Per its initial letter of intent to support the Project, the City of West Des Moines will provide up to 624 hours of professional staff time over the course of thirty-six months, including, but not limited to, data collection, community outreach efforts, meeting participation, document review, and general multi-disciplinary planning work related to incorporating the Project with City of West Des Moines planning activities.

Per its initial letter of intent to support the Project, Polk County will provide up to 1,560 hours of professional staff time over the course of thirty-six months, including, but not limited to, data collection, community outreach efforts, meeting participation, document review, air quality planning, community health aspects of the Project, and general multi-disciplinary planning work related to incorporating the Project with Polk County planning activities.

Per its initial letter of intent to support the Project, Dallas County will provide up to 624 hours of professional staff time over the course of thirty-six months, including, but not limited to, data collection, community outreach efforts, meeting participation, document review, public health planning, environmental planning, and general multi-disciplinary planning work related to incorporating the Project with Dallas County planning activities.

Per its initial letter of intent to support the Project, the Center on Sustainable Communities will provide up to 200 hours of professional staff time over the course of thirty-six months, including, but not limited to, data collection, community outreach efforts, meeting participation, document review, and general multi-disciplinary planning work related to incorporating the Project with Center on Sustainable Communities activities.

Per its initial letter of intent to support the Project, the Des Moines Area Regional Transit Authority (DART) will support the Project by leveraging up to \$706,978 in funds acquired for its *Forward 2035* transit services plan and alternatives analysis. DART will broaden the original scope of the *Forward 2035* plan to correspond to larger scope of the Project.

Per its initial letter of intent to support the Project, the Community Foundation of Greater Des Moines will support the Project by leveraging up to \$200,000 in funds acquired for its *Capital Crossroads* strategic visioning project and by providing up to 610 hours of professional staff time over the course of thirty-six months, including, but not limited to, amenity planning and cultural development.

Per its initial letter of intent to support the Project, the Greater Des Moines Partnership will support the Project by leveraging up to \$200,000 in funds acquired for its *Capital Crossroads* strategic visioning project and by providing up to \$50,000 worth of professional staff time over the course of thirty-six months, including, but not limited to, economic development and amenity planning.

PROJECT COMMITTEES

Steering Committee

The Project Steering Committee is appointed by and accountable to the MPO, and it shall:

- Provide guidance and oversight in the performance of the Project;
- Facilitate local collaborations and in-kind contributions to that effort;
- Oversee coordination with HUD, the EPA, and the DOT, with accountability to the MPO as lead agency and signatory to the Cooperative Agreement; and,
- Build public awareness and community consensus in support of the Project.

The Steering Committee will have general responsibility and authority for day-to-day administration and oversight of the performance of the Cooperative Agreement, administration of associated contracts, and the direction of assigned staff, subject to the following limitations:

- Provisions of applicable state and federal law;
- Provisions of the Cooperative Agreement;
- Policies and directives adopted by the MPO;
- Execution of contracts is reserved to the MPO;
- Provisions of applicable contracts;
- Any proposed action of the Steering Committee, other than recommendations to the MPO Executive Committee, that is not supported by at least 60 percent of the Steering Committee members present and voting at a duly called meeting of the Steering Committee; and,
- Appoint its members, subject to MPO approval.

The MPO has concurred with the following initial Steering Committee representatives, selected to represent various local governments and other agencies that are signatories to this Agreement:

- Bob Andeweg, City of Urbandale (representing the western suburbs)
- Rick Clark, City of Des Moines
- Chris Coleman, City of Des Moines
- Angela Connolly, Polk County – Chair
- Frank Cownie, City of Des Moines – Vice Chair
- Paula Dierenfeld, City of Johnston (representing the northern suburbs)
- Brad Golightly, Dallas County
- Barry Griswell, Community Foundation of Greater Des Moines
- Lynnae Hentzen, Center on Sustainable Communities
- Tom Hockensmith, Polk County (representing the eastern suburbs)
- Bob Mahaffey, City of Des Moines
- Brad Miller, Des Moines Area Regional Transit Authority
- Ted Ohmart, City of West Des Moines (representing the MPO)
- Ruth Randleman, City of Carlisle (representing Warren County)
- Russ Trimble, City of West Des Moines (representing the western suburbs)
- Martha Willits, Greater Des Moines Partnership

In fulfilling the Steering Committee responsibilities, the Steering Committee Chairperson shall:

- Preside at Steering Committee meetings;
- Recommend additions to the Steering Committee;
- Participate in public events to the greatest extent possible; and,
- Serve as a champion for the Project.

The Steering Committee Vice Chairperson shall:

- In the Chairperson's absence, preside at Steering Committee meetings;
- Participate in public events to the greatest extent possible; and,
- Serve as a champion for the Project.

The Steering Committee representative from the Center on Sustainable Communities shall:

- Assist the Consortium in engaging those individuals and entities focused on sustainability; and,
- Offer an independent perspective in order to allow the Steering Committee to consider sustainability more holistically.

The Steering Committee representatives from the Community Foundation of Greater Des Moines and the Greater Des Moines Partnership shall:

- Leverage existing relationships to facilitate the participation of the region's business community to address specific issues and concerns;
- Inform the Steering Committee about the progress of the Capital Crossroads initiative in order to ensure alignment with the Project; and,
- Advise the Consortium about workforce, quality of life, and economic development issues.

The Steering Committee representative from the Des Moines Area Regional Transit Authority shall:

- Inform the Steering Committee about the progress of the DART Forward 2035 plan in order to ensure alignment with the Project;
- Advise the Consortium about transit issues; and,
- Leverage available means to engage those populations traditionally marginalized in the planning process.

Technical Committees

Technical Committees, including a Planning Technical Committee and a Management & Finance Technical Committee, will provide insight to the MPO staff, the consultant, the Partners Committee, and the Steering Committee. The committees are open to representatives from any of the Consortium members and other interested parties as approved by the Steering Committee. Technical Committee representatives shall:

- Attend Technical Committee meetings;
- Review documents, plans, and other materials, as necessary;
- Assist the Consortium in its data collection efforts;
- Support community outreach efforts; and,
- Provide general multi-disciplinary planning support.

The Planning Technical Committee generally includes planners and engineers that are designated to support the Project. The following entities are represented on the Technical Committee:

- City of Altoona
- City of Ankeny
- City of Des Moines
- City of Johnston
- City of Newton
- City of Norwalk
- City of Urbandale
- City of Waukee
- City of West Des Moines
- City of Windsor Heights

- Community Foundation of Greater Des Moines
- Des Moines Area Regional Transit Authority
- Downtown Community Alliance
- Greater Des Moines Partnership
- Marion County
- National Trust for Historic Preservation
- Polk County
- Rebuild Iowa Office
- State Historical Society of Iowa

The Management & Finance Technical Committee generally includes managers and financial staff from the consortium members. Other technical committees may be created throughout the planning process as deemed necessary by the Steering Committee.

Partners Committee

The Partners Committee provides subject matter expertise to the MPO staff, consultant, the Technical Committee, and the Steering Committee. It is open to representatives of regional service providers as approved by the Steering Committee. Partners Committee representatives shall:

- Attend Partners Committee meetings;
- Contribute specialized knowledge that may contribute to the planning process;
- Review documents, plans, and other materials, as necessary;
- Participate in interviews and/or focus group meetings;
- Support community outreach efforts; and,
- Provide general planning support.

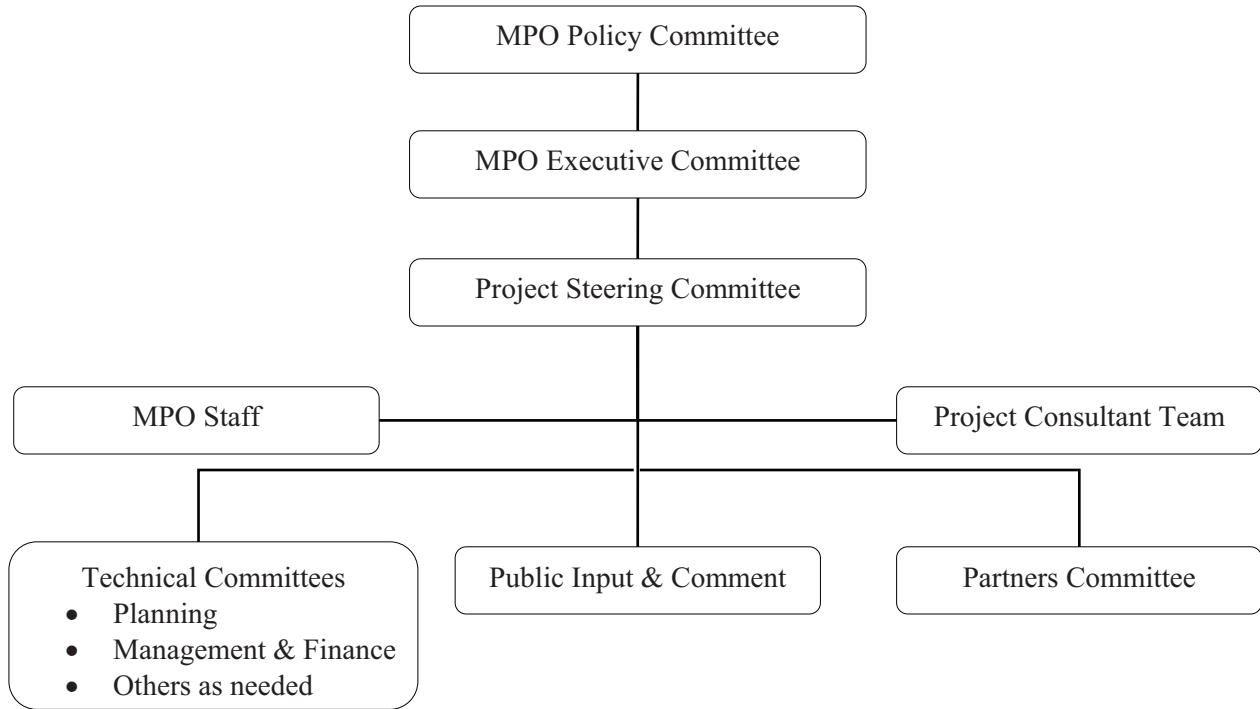
The following entities are proposed as part of the Partners Committee:

- BRAVO
- Central Iowa Greenways Task Force
- Des Moines Area Regional Transit Authority
- Des Moines Metropolitan Wastewater Reclamation Authority
- Des Moines Water Works
- Greater Des Moines Partnership
- Iowa Department of Natural Resources
- Iowa Food Systems Council
- Iowa State University
- Polk County Housing Trust Fund
- Polk Soil & Water Conservation District
- Purple Heart Highway Coalition
- United Way of Central Iowa

Decision Making Process

In developing recommendations, the MPO staff will work with the consultant to garner input from the public as well as from the Technical and the Partners Committees. The public input received through various means (outlined under *Community Engagement*) will be reviewed by the MPO staff and the consultant. It also will be shared with the Technical and the Partners Committees as they work to develop their own recommendations.

The MPO staff will present the aforementioned recommendations to the Steering Committee, which will make recommendations to the MPO Executive Committee. The MPO Executive Committee in turn will make recommendations to the MPO Policy Committee. Final decision-making authority will lie with the MPO Policy Committee.



The Steering Committee, the MPO Executive Committee, and the MPO Policy Committee all operate generally in conformity with Robert’s Rules of Order. These committees are subject to the Iowa Open Meetings Law (Iowa Code Chapter 21), and their records are subject to the Iowa Public Records Law (Iowa Code Chapter 22).

Ordinary business of the Steering Committee (subject to the super-majority requirement stated above), the MPO Executive Committee, and the MPO Policy Committee shall be determined by majority vote of those representatives present (in person or lawfully by electronic means) and eligible to vote, each representative having one vote. Proxy voting will not be permitted. The Steering Committee chair may vote and participate in discussion but shall not make or second a motion. In normal conduct of business, an item shall be voted upon by voice vote, with nay votes and abstentions recorded by name. If requested, an item shall be voted upon by roll call vote. Any weighted votes of the MPO Policy Committee will be roll call votes.

Subject to the provisions outlined in this Agreement and in the *Guidelines for Sustainable Communities Steering Committee* (see Appendix A), the Steering Committee will, from time-to-time, make decisions and adopt policies, procedures, and operating protocols as deemed necessary and proper in order to fulfill its charge.

Day-to-day decisions in executing the decisions of the Steering Committee will be reserved to the MPO Executive Director, the MPO Project manager, or their designees.

Joinability

Per the *Guidelines for Sustainable Communities Steering Committee*, the Steering Committee will, subject to approval of the MPO, select its membership from time-to-time. In doing so, the Steering Committee shall recommend representatives who will enhance the diversity of the Steering Committee and who will augment the Consortium's efforts in involving those populations traditionally marginalized in the planning process.

COMMUNITY ENGAGEMENT

The MPO, in cooperation with the consultant and with Consortium members, will strive to engage central Iowa residents, including those in traditionally underrepresented populations, through a variety of methods. Project Steering Committee members will help facilitate outreach, along with MPO staff and Technical and Partners Committee members.

The Project consultant team will be charged with utilizing both traditional public engagement techniques, as well as innovative strategies, to reach out to all representative constituencies of the region. With input and assistance from Consortium members, the consultant team will employ a variety of strategies to engage the public.

At the onset of the Project, the MPO and the consultant team will collaborate to design a tailored public participation and outreach process for the Project. The public participation process will emphasize ways to engage disadvantaged populations and those traditionally marginalized in the public planning process through activities that occur outside of the typical meeting format (e.g., go-to-the-public techniques, including neighborhood or church group meetings). The MPO also will work with existing committees (e.g., the Transportation Advisory Group, comprised of human service providers, and Partners Committee members) to reach those groups that traditionally are marginalized in the planning process. The Transportation Advisory Group and Partners Committee members will be expected to help publicize the Project and any upcoming outreach efforts.

The agreed-upon process will be summarized in a public participation working paper. At a minimum, the following strategies will be utilized:

- A speaker series designed to educate both the general public and policymakers about topics related to the Project
- A series of public input meetings held throughout the planning area
- An online presence, through the Project website and social media tools
- Media outreach, including local newspapers and radio and television outlets
- Focus group meetings involving a wide array of interests
- Outreach to constituents of Partners Committee organizations
- Public opinion surveys
- Project branding
- Community events/open houses
- Meetings in a box

The planning process will include several regional outreach events aimed at collecting public input. The team will use a values-driven planning approach that enables residents to voice their values and aspirations for the future of the central Iowa region. To reach a wider audience beyond those participating in the outreach events, the consultant team will conduct two statistically valid telephone/mail surveys to “test”

issues defined to date and to survey residents about how they perceive strengths, weaknesses, opportunities, and challenges for the region. Stakeholder and focus group meetings also will be held.

Outreach and other public engagement events will be conducted in different locations and will include interactive tools when possible. Furthermore, the Project website, social media, and the speaker series events will be used to broaden community participation and to engage a diverse audience.

Input from the public will directly influence Project-related decisions. The MPO staff will work with the consultant team to understand and interpret the input, to share the input with the appropriate committees, and to ensure that it is incorporated into the planning process.

The MPO staff, the consultant team, and representatives from the Steering Committee, the Technical Committee, and the Partners Committee will work to pursue and engage those populations traditionally marginalized and/or underrepresented in the planning process. The Consortium will look to Steering Committee and Partners Committee members to leverage existing relationships and to foster enhanced participation.

ACCOUNTABILITY MECHANISMS

All Consortium Agreement signatories shall submit progress reports detailing relevant work activities to the MPO on a monthly basis. The reports shall be submitted electronically.

Sub-recipients must submit to the MPO invoices detailing services and other deliverables in order to receive payment. If a sub-recipient fails to deliver any of its commitments in the specified timeframe, the MPO will not issue any reimbursements to this sub-recipient until the deliverable has been completed.

If any signatory fails to fulfill its responsibilities (i.e., its commitment, as stated under *Roles & Responsibilities of Signatories to this Agreement*), the entity will be required to tender an equivalent amount in a cash payment to the MPO in order to meet its share of the match/leverage amount, as noted on page 1 of the HUD 1044 Continuation Sheet (Appendix B).

SIGNATORIES

Now, therefore, the undersigned, being authorized representatives of the named entities, do evidence their mutual commitments to collaborate as a qualifying local Consortium; empowering it to carry out the activities necessary to complete the Project; to perform the activities and contribute the resources identified in this Agreement and necessary to satisfying the local cost-sharing requirements of the Project; and work together in a responsible and timely manner to achieve the laudable outcomes envisioned by the Project in order to enhance the quality of life in the central Iowa region on a sustainable basis.

Signed as of the ____ day of _____ in the year 2011 by multiple signature pages attached hereto.