Sub-Grantee Agreement by and between the
Capitol Region Council of Governments and
and the
Central Connecticut Regional Planning Agency
for work in support of the
U.S. Department of Housing and Urban Development's (HUD)
Sustainable Communities Regional Planning Grant
CTRIP007-10

This Agreement is by and between the **Capitol Region Council of Governments**, having its principal address at 241 Main Street, Hartford, Connecticut 06106 acting herein by Lyle D. Wray, its Executive Director, duly authorized, hereinafter referred to as "**CRCOG**", and the **Central Connecticut Regional Planning Agency**, having its principal address at 225 North Main Street, Suite 304, Bristol, CT 06010, acting herein by Carl J. Stephani, Executive Director duly authorized, hereinafter referred to as the "**CCRPA**".

WITNESSTH THAT:

Whereas, this project shall be conducted in accordance with:
1. This Agreement;
2. Attachment A—All applicable provisions of the terms and Conditions of the Cooperative Agreement CTRIP007-10 between the CRCOG and HUD ("Flow Down Provisions");
3. Attachment B—Authorization to Proceed Letter from CRCOG to CCRPA dated February 28, 2011;
4. Attachment C—HUD-Approved Work Plan and Project Schedule;
5. Attachment D—HUD-Approved Budget;
6. Attachment E—Reporting Forms, including Request for Payment, Quarterly Report; and Match/Leverage Certification.

Whereas, this Agreement and the Scope of Services represents the entire understanding of the parties, and neither is relying upon any representation not contained herein;

NOW THEREFORE, CRCOG and CCRPA do mutually covenant and agree as follows:

1. **TERM OF AGREEMENT**
The term of this Agreement shall be from **February 15, 2011 through and including February 14, 2014**. It shall remain in force until terminated by either party in accordance with the terms and provisions of this Agreement as specified in Section 13 Termination of Agreement.

2. **SCOPE OF SERVICES**
The CCRPA agrees to provide professional services in support of HUD Sustainable Communities Regional Planning Grant CTRIP007-10 as set forth in Attachment C, HUD-Approved Work Plan and Project Schedule, and Attachment D, HUD-Approved Budget, which are incorporated herein as if fully set forth. By signing this agreement, CCRPA confirms that it has reviewed the Terms and Conditions of the HUD Cooperative Agreement (Attachment A) and will comply with them.

The CCRPA will:

2.1 Fulfill the following responsibilities of a Sustainable Knowledge Corridor Consortium Contributing Partner:

2.1.1. To designate a voting representative and alternate representative to participate in the Massachusetts-Connecticut Sustainable Knowledge Corridor Consortium;

2.1.2. To participate in meetings and deliberations of the Consortium to represent the interests of their constituencies;

2.1.3. To participate in and encourage broad public involvement in the development of updated sub-state regional plans, and the ***Detailed Execution Plan for a Sustainable Knowledge Corridor***, including the involvement of traditionally under-represented populations;

2.1.4. To identify and work to implement projects and actions that will carry out the goals and recommendations of the ***Detailed Execution Plan for a Sustainable Knowledge Corridor***;

2.1.5. To complete high quality deliverable products for all contracted elements of this agreement; and

2.1.5. To provide matching or leveraged funds, or in-kind services, as committed to in this agreement.

2.2 Commence work on the assigned project as approved, promptly and subsequent to necessary approvals. Key tasks in which CCRPA will participate, and which are further defined in Attachment C, are:

Task I.A: Update and Integrate Existing Regional Plans for a More Sustainable Knowledge Corridor Region. CRCOG, CCRPA and PVPC, in consultation with consortium partners, will update, integrate and supplement existing regional plans to support creation of a Sustainable Knowledge Corridor. Work will include review and analysis of existing plans and conducting additional analyses and studies to address gaps in and the integration of work already done by the three MPO regions. The goal of this task is to develop and reach consensus on clearly stated regional goals, policies, and strategies that will enhance regional sustainability and equity, that are supported by a wide range of regional stakeholders and consortium partners, and that provide a framework for future coordinated planning and investment within and across the three planning regions that comprise the Massachusetts/Connecticut Knowledge Corridor.

Timeline: February 15, 2011 through November 31, 2012.

Task I.B: Prepare Knowledge Corridor Detailed Execution Plan for a Sustainable Region. Under this task, the Knowledge Corridor Consortium will develop and adopt a ***Knowledge Corridor Detailed Execution Plan for a Sustainable Region***, which will provide a blueprint for future implementation actions and investment decisions within the Knowledge Corridor. As with Task I.A, the goal is to develop and reach consensus on clearly stated Knowledge Corridor goals, policies, and detailed execution strategies that will enhance regional sustainability and equity, that are supported by a wide range of regional stakeholders and consortium partners, and that provide a framework for future coordinated planning and investment within and across the three planning regions that comprise the Massachusetts/Connecticut Knowledge Corridor.

Timeline: November 1, 2012 through February 14, 2014

Task I.C: Civic Engagement. This task calls for implementation of an inclusive Civic Engagement Process, which ensures that all Knowledge Corridor Consortium partners and constituencies, and a broad range of stakeholders and citizens of the region—including low-income and minority individuals who may not normally participate in regional planning processes—are actively engaged in creating the updated sub-state regional plans and the ***Detailed Execution Plan for a Sustainable Knowledge Corridor***. In addition to this broad civic engagement, CRCOG, PVPC and CCRPC comprise elected and appointed representatives from each of their member communities, and will represent the interests of their member communities throughout the planning process, and will use their respective board meetings to inform and involve member communities.

Timeline: March 1, 2011 through February 14, 2014

Task IV.A: Development of Metrics. This task will establish metrics that can be used to measure the success of efforts to build a more livable, sustainable, and equitable Knowledge Corridor. The work will expand upon current data capabilities by developing an expanded database that will house sustainability indicators for easy tracking and sharing of data. This database will house data for the entire Knowledge Corridor region, and will provide the back end of the Sustainability Dashboard website. The goal of this task is to provide an efficient and transparent way to track and share trends in sustainability data with the public, partner organizations, and other stakeholders.

Timeline: March 1, 2011 through February 14, 2014

2.3 Provide status reports for the project in the format and frequency as requested by the CRCOG staff.

2.4 The CCRPA shall not be authorized to perform any work not covered by this agreement unless and until CRCOG executes and delivers a Letter of Amendment to the CCRPA. Upon receipt of any such executed Letter of Amendment, the CCRPA shall perform the services contained in said Amendment at the fee and in accordance with the timetable agreed to by the parties as set forth in the Letter of Amendment. Any and all work scope amendments will require prior approval by HUD.

3. COMPENSATION/FEE SCHEDULE AND REPORTING

3.1 Fixed Price Contract

This is a fixed price contract. The fixed price for this project to be paid for by HUD grant funds is **$100,000.00** as set forth in Attachment D, Approved Budget. In signing this agreement, CCRPA also agrees to document expenditures in support of this project, including the Match/Leverage Amount specified in this agreement. Payments shall be rendered in accordance with the agreed upon schedule between CRCOG and the CCRPA. No advance payments will be made to the CCRPA.

3.2 Source of Funding

The funding for services under this Agreement is provided by a grant from HUD and the agreement is wholly dependent on the availability of funds from this source.

3.3 Fee Schedule and Compensation

The CCRPA shall submit Requests for Payments at agreed upon intervals for services performed. Such Requests for Payment shall be accompanied by related materials and deliverables due to the CRCOG. Requests for Payments and Match/Leverage Certification shall be submitted on the forms provided in Attachment E.

At a minimum, Requests for Payment and Match/Leverage certification forms shall be submitted to CRCOG within 5 days of the end of each quarter in accordance with the following schedule: July 5, 2011; October 5, 2011; January 5, 2012; April 5, 2012; July 5, 2012; October 5, 2012; January 5, 2013; April 5, 2013; July 5, 2013; October 5, 2013; and January 5, 2014.

Requests for Payment and Match/Leverage Certification may be filed more frequently, but no more than once a month.

The CCRPA agrees to meet with representatives of CRCOG to discuss subject reports and billings as CRCOG deems necessary. Approval and acceptance of said reports and billings by CRCOG shall constitute an acceptance of the product by CRCOG and shall be prerequisite to payment for the rendered services. Payment will be made within thirty (30) days of acceptance and approval, and of the CRCOG being reimbursed by HUD.

HUD reserves the right to withhold 5% of the federal grant amount until the receipt and approval of the Final Report. If HUD exercises this right, CRCOG will distribute the final 5% of payments due to be reimbursed to CCRPA within thirty (30) days of receipt from HUD after its approval of the Final Report, which may be after the end date of this Agreement.

Payments to the CCRPA will be made conditioned upon the completion of all assignments in accordance with the terms and conditions of this Agreement. In the event, that CRCOG reasonably determines the CCRPA to be in nonconformance with the terms of this Agreement or if in CRCOG judgment the CCRPA's provision of services is not satisfactory, CRCOG may take corrective action, including but not limited to the following:

a. Delay of payment, and or

b. Adjustment of payment, and/or
c. Suspension or termination of this Agreement

4. **MANAGEMENT**

The CRCOG as the Lead Agency of the HUD Sustainable Communities Regional Planning Grant is responsible for the overall coordination of the project and related administrative duties including the preparation of invoices and reports, including the Final Report, required by HUD. However, CCRPA is required to provide written narratives, invoices, and match certification reports for those activities undertaken by CCRPA in relation to this grant.

This contract will be managed for CRCOG by Mary Ellen Kowalewski, Director of Policy and Planning, its project director

The CCRPA's contact person shall be Carl J. Stephani, Executive Director, who will be responsible for directing and coordinating the activities of the firm's personnel in all aspects of project(s) assigned.

5. **PERFORMANCE STANDARDS**

The CCRPA agrees that all of the services required of the CCRPA hereunder shall be performed in accordance with the terms and conditions of this Agreement with professional skill and competence.

6. **EVALUATION**

The CCRPA hereby agrees to participate fully with the guidance and assistance of CRCOG in the implementation and maintenance of an evaluation system whereby the services provided under this Agreement may be continuously monitored. CRCOG agrees to share such data and reports derived therefrom.

The CCRPA shall have an opportunity to review and comment on all drafts and final reports incorporating recommendations by CRCOG regarding future directions or modifications of the Scope of Work. The CCRPA agrees to comply with the reasonable evaluation and information requirements issued by the CRCOG. Any changes to the Scope of Work must be incorporated into the Work Plan, and will become effective when approved by HUD

The CCRPA shall comply with any and all reasonable recommendations of CRCOG in regard to improvements and changes in services being performed which may result from evaluation, as they pertain to the provision of services as specified in the Scope of Work of this Agreement. The CCRPA shall correct any deficiencies identified by CRCOG in a reasonable period of time to be determined by the CRCOG.

Failure to comply with the recommendations of CRCOG in the provision of services herein described may be considered a violation of this Agreement and sufficient reason for termination of same.

7. **ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CCRPA agrees to abide Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063.

In carrying out this contract, the CCRPA shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The CCRPA shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship.

The CCRPA shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause. The CCRPA shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The CCRPA shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement.

8. **RELATIONSHIP BETWEEN PARTIES**

The CCRPA is an independent contractor and not an officer, employee or agent of the CRCOG. Therefore, it is mutually agreed that this Agreement is a contract for services and not a contract of employment, and that, as such, the CCRPA and any and all subcontractors shall not be entitled to any employment benefits of CRCOG such as, but not limited to: vacation, sick leave, insurance, worker's compensation, and pension and retirement benefits.

All personnel matters affecting project team members will be the responsibility of the CCRPA and CRCOG shall be notified in writing of any changes of to said team. As required by the HUD Assistance Agreement, any changes in key personnel must be reported to and approved by HUD.

9. **INSURANCE**

The CCRPA shall be required to furnish a Certificate of Insurance evidencing the following insurance coverage prior to the execution of this Agreement. Failure to maintain insurance coverage as required and to name the Capitol Region Council of Governments as the Additional Insured will be grounds for termination of the contract. In addition:

a. The insurance requirements shall apply to all subcontractors and/or consultants.
b. All policy forms shall be on the occurrence form. Exceptions must be authorized by CRCOG unless the coverage is for Professional Liability where the common form is claims made.
c. Acceptable evidence of coverage will be on the ACORD form or a form with the same format.
d. All renewal certificates shall be furnished at least 10 days prior to policy expiration.
e. Each certificate shall contain a 30 day notice of cancellation.
f. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-"VIII policy holders rating according to Best Publications latest edition Key Rating Guide.

9.1 **Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance**, as applicable, with limits not less than $1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and $1,000,000 bodily injury aggregate per policy year and limits of $1,000,000 for all property damage sustained by each person as a result of any one occurrence and $1,000,000 property damage aggregate per policy year or a combined single limit of $1,000,000. All, if any, deductibles are the sole responsibility of the CCRPA to pay and/or indemnify.

9.2 **Automobile Liability Insurance** including non-owned and hired vehicles in the same limits as indicated in Section 9.1, above.

9.3 **Workers' Compensation Insurance** at the Connecticut statutory limit including Employers' Liability with limits of $100,000 each accident, $500,000 for each disease/policy limit, and $100,000 for disease for each employee.

9.4 **Excess Liability Umbrella Form** over sections 9.1, 9.2, and 9.3-Employers' Liability with limits up to $1,000,000.

9.5. **The Capitol Region Council of Governments shall be named as an Additional Insured as its interest may appear on the appropriate coverage in sections 9.1, 9.2, 9.3-Employers' Liability and 9.4 in the section reserved for comments on the ACORD Form insurance certificate.**

10. **HOLD HARMLESS AND INDEMNIFICATION**

In addition to its obligation to provide insurance as specified above, the CCRPA, its subcontractors, agents and assigns shall indemnify and hold harmless the Capitol Region Council of Governments , including but not limited to, its elected officials, and its officers, ("the CRCOG") from any and all claims made against the CRCOG, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the negligent acts, errors, or omissions in performance of services by the CCRPA during the CCRPA's performance of this Agreement or any other Agreements of the CCRPA entered into by reason thereof. CRCOG agrees to give the CCRPA prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

11. **CONFLICT OF INTEREST**

CRCOG and the CCRPA hereby covenant and agree that no member of the governing body of CRCOG, or its designees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this program during the individual's tenure or for one (1) year thereafter, shall have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the program assisted under this Agreement. The CCRPA shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

12. **EVENTS OF DEFAULT AND REMEDIES**

12.1 **Events of Default**

Any of the following occurrences of acts shall constitute an Event of Default under this Agreement:

12.1.1 If default shall be made by the CCRPA, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the CCRPA set forth in this Agreement; or

12.1.2 If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the CCRPA's management or any accounting for its funding, form whatever source, is improper, inadequate or illegal; or

12.1.3 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the CCRPA bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the CCRPA under the federal bankruptcy laws, or any other similar applicable federal or state law; or

12.1.4 If any competent authority shall have determined that the CCRPA is in default of any federal, state or local tax obligation.

12.2 **Election of Remedies**

If any Event of Default hereunder shall have occurred and be continuing, CRCOG may elect to pursue any one or more of the following remedies, in any combination or sequence:

12.2.1 Take such action as it deems necessary, including, without limitation, the assessment of liquidated damages as described herein; and/or

12.2.2 Suspend the provision of services; and/or

12.2.3 Require the CCRPA to correct or cure such default to the satisfaction of the CRCOG; and/or

12.2.4 Terminate this Agreement for cause in accordance with Section 13 hereof.

The selection of any remedy shall not prevent or stop CRCOG from pursuing any other remedy and shall not constitute a waiver by CRCOG of any other right or remedy.

13. TERMINATION OF AGREEMENT

13.1 Termination

"Termination", for purposes of this Agreement, shall mean the cessation, upon the effective date of termination, of the following obligations only: the CCRPA's obligation to perform the services described in the Scope of Services of this Agreement, and CRCOG obligation, as described in Section 3 of this Agreement, to compensate the CCRPA for such services performed.

13.2 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 12 hereof, CRCOG may terminate this Agreement by giving five (5) days written notice thereof to the CCRPA.

13.3 Termination at Will

CRCOG may terminate this Agreement at any time by giving thirty (30) days written notice thereof to the CCRPA.

13.4 Reimbursement upon Termination

In the event this Agreement is terminated by CRCOG as herein provided, the CCRPA shall receive compensation for services performed prior to the effective date of termination, which conform to the Scope of Services and the Fee Schedule. However, if the CCRPA has damaged the CRCOG, such payment may be withheld until CRCOG determines whether or by how much such payment should be reduced.

14. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The CCRPA's duly authorized representatives shall be **Carl J. Stephani, Executive Director** and CRCOG duly authorized representative shall be **Lyle D. Wray, its Executive Director**. Any amendments to this agreement shall also require approval by HUD.

CRCOG and the CCRPA may require changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between CRCOG and the CCRPA shall be incorporated in written amendments to this Agreement. Any amendments to the Scope of Services shall also require approval by HUD.

15. SUBCONTRACTORS

No portions of this work may be subcontracted, except for Sub-Grantee Agreements specified in Section 2.3, unless:

15.1 CRCOG and HUD shall give prior approval to such subcontract in writing; and

15.2 Any document incorporated into any such subcontract shall be approved as to form and legality by CRCOG legal counsel and HUD; and

15.3 All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontract and the subcontractor shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof, and shall have made the representation as to its expertise in the same form as set forth in paragraph four (4) hereof; and

15.4 CRCOG shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

16. **DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS**
In no event shall anything in this Agreement be deemed to confer upon any person or entity agency status or third party beneficiary rights against the CRCOG.

17. **REPORTS, INFORMATION AND MAINTENANCE OF RECORDS**
The CCRPA shall furnish CRCOG with such information and reports concerning the progress and management of this Agreement as may be required from time to time. The form of said reports shall be determined by CRCOG and consistent with CRCOG requirements.

The CCRPA agrees that all records with respect to all matters covered by this Agreement shall be maintained for a period of seven (7) years after expiration or termination of this Contract or any renewal or extension thereof.

18. **AUDITS**
At any time during normal business hours, and as often as may be deemed necessary, the CCRPA shall make available to the CRCOG, for examination, all records with respect to all matters covered by this Agreement.

19. **COPYRIGHT**
No reports or other documents produced in whole or in part under this Agreement shall be subject to an application for copyright by or on behalf of the CCRPA.

20. **ASSIGNABILITY**
The CCRPA shall not assign or transfer any interest in this Agreement without prior written consent of the CRCOG.

21. **OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**
This project is being conducted for the benefit of the MA/CT Knowledge Corridor which encompasses the area of operation of the Capitol Region Council of Governments, the Central Connecticut Regional Planning Agency (CCRPA), and the Central Connecticut Regional Planning Agency. All of the information, reports, and documents prepared or assembled under this agreement, are the property of the CRCOG, CCRPA, CCRPA and HUD.

22. **SEVERABILITY**
If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

23. **CUMULATIVE REMEDIES**
All rights exercisable by and remedies of CRCOG hereunder shall be cumulative and the exercise or beginning of the exercise by CRCOG of any of its rights or remedies hereunder shall not preclude CRCOG from exercising any other right or remedy granted hereunder or permitted by law.

24. **NOTICES**
All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this project, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, at the following address:

As to the CRCOG:

Lyle D. Wray, Executive Director
Capitol Region Council of Governments
241 Main Street
Hartford CT 06106

As to the CCRPA:

Carl J. Stephani, Executive Director
Central Connecticut Regional Planning Agency
225 North Main Street
Suite 304
Bristol, CT 06010

Neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

25. **SUCCESSORS**
This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors.

26. **NON-WAIVER**
Any failure by CRCOG or CCRPA to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

27. **CONDITIONS**
The CCRPA agrees to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and Capitol Region Council of Governments, including but not limited to the following:

27.1 Civil Rights Act of 1964, as amended
27.2 Civil Rights Act of 1991, as amended
27.3 Executive Orders Numbers 3 & 17 of the State of Connecticut
27.4 Davis Bacon Act
27.5 Copeland "Anti-Kickback" Act
27.6 Hatch Act (Title 5 USC Chapter 15)
27.7 Section 504 of the Rehabilitation Act of 1973
27.8 Architectural Barriers Act of 1969
27.9 Fair Labor Standards

28. **AMERICANS WITH DISABILITIES ACT**
The CCRPA shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a the CCRPA, or be subjected to discrimination by the CCRPA. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by the CCRPA.

Any television public service announcement that is produced or funded in whole or in part under this Contract shall include closed captioning of the verbal content of such announcement. The CCRPA shall not

discriminate against any individual because such individual has opposed any act or practice made unlawful by this Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Act.

The CCRPA shall not permit coercion, intimidation, threatening, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Act.

29. **TAXPAYER IDENTIFICATION NUMBER**

The Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* as submitted by the CCRPA to the CRCOG, is hereby made a part of this Contract and is incorporated herein by reference. It is understood and agreed that CRCOG shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to the CCRPA under this agreement. It is further understood and agreed that CRCOG shall not be liable for inaccurate information contained on said IRS Form W-9.

30. **GENDER/NUMBER/TITLE**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

31. **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and the by-laws, policies and procedures of the Capitol Region Council of Governments. The parties agree that the venue for any legal proceeding with respect to this Agreement shall be Connecticut Superior Court, Judicial District of Hartford at Hartford.

32. **ARBITRATION**

Any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement shall be settled solely by confidential binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association (AAA) in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. The prevailing party shall be entitled to recover, as part of its judgment, reasonable legal fees and costs from the other party. The arbitration shall be in Hartford County, Connecticut.

33. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter.

IN WITNESS THEREOF, CRCOG and CCRPA, have executed this Agreement as of the date written below:

CAPITOL REGION COUNCIL OF GOVERNMENTS

By:_____ Date: _____
Lyle D. Wray
Its Executive Director

WITNESS:
Signature:_____ Date:_____

Printed Name: _____

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY

By:_____ Date: _____
Carl J. Stephani
Its Executive Director

WITNESS:
Signature:_____ Date:_____

Printed Name: _____

Attachment A
Cooperative Agreement CTRIP007-10 between the CRCOG and HUD

Assistance Award/ Amendment

U.S. Department of Housing and Urban Development

Office of Administration

1. Assistance Instrument ☒ Cooperative Agreement ☐ Grant		2. Type of Action ☒ Award ☐ Amendment	
3. Instrument Number CTRIP0007-10	4. Amendment Number	5. Effective Date of this Action **February 15, 2011**	6. Control Number
7. Name and Address of Recipient Capitol Region Council of Governments 241 Main Street Hartford, CT: Connecticut 06106-1862 Phone: 860-522-2217 ext. 222 Fax: 860-724-1274		8. HUD Administering Office HUD, Office of Sustainable Housing and Communities 451 Seventh Street, SW Room 10180 Washington, DC 20410	
		8a. Name of Administrator J. Malcom Smith	8b. Telephone Number 202-402-6472
10. Recipient Project Manager Mary Kowalewski, Director of Policy and Planning		9. HUD Government Technical Representative Rachel Kirby, 202-402-6543, Rachel.T.Kirby@hud.gov	
11. Assistance Arrangement ☒ Cost Reimbursement ☐ Cost Sharing ☐ Fixed Price	12. Payment Method ☐ Treasury Check Reimbursement ☐ Advance Check ☒ Automated Clearing House	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 860/20162		15b. Reservation Number
HUD Amount this action	$	4,200,000.00			
Total HUD Amount	$	4,200,000.00	Amount Previously Obligated	$	0.00
Recipient Amount	$	16,430,999.00	Obligated by this action	$	4,200,000.00
Total Instrument Amount	$	20,630,999.00	Total Obligated	$	4,200,000.00

16. Description

Employer Identification Number: 06-0845880 Program: SCRPG

This instrument sets for the agreement between the parties as to all terms and conditions, amounts, tasks, and period of performance. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference:

1. **HUD-1044 and HUD-1044 Continuation Sheets**
2. **Grant Agreement Terms and Conditions**
3. **HUD 424-CBW, Total Budget Summary**
4. **Grant Deliverables (See HUD 1044 Continuation Sheet)**
5. **Work Plan/Logic Model (Tasks within Work Plan are considered deliverables)**
6. **OMB Circular A-87, A-133 and A-102, which is incorporated at 24 CFR Part 85**
7. **Notice of Funding Availability (75 Federal Register 37458, Dock No. FR-5396-N-03, Doc No. 2010-15717)**

Period of Performance is from February 15, 2011 to February 14, 2014 (36 months)

17. ☒ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.		18. ☐ Recipient is not required to sign this document.	
19. Recipient (By Name): Mr. Lyle Wray		20. HUD (By Name): John Malcom Smith, Grant Officer	
Signature & Title	Date: 2-8-2011	Signature & Title	Date: 2/10/11

Previous editions are obsolete

form HUD 1044 (8/90)
ref. Handbook 2210.17

HUD 1044 CONTINUATION SHEET

INSTRUMENT NO: CTRIP0007-10

BUDGET	HUD Amount	Match/Leverage Amount
Direct Labor	$196,653.00	$263,475.00
Fringe Benefits	$75,180.00	$36,502.00
Travel	$5,742.00	$0.00
Equipment	$0.00	$0.00
Supplies/Materials	$28,240.00	$0.00
Consultants	$718,138.00	$2,967,790.00
Contracts/Subcontracts	$2,971,768.00	$13,064,002.00
Construction	$0.00	$0.00
Other Direct Cost	$0.00	$0.00
Indirect Cost	$204,280.00	$99,230.00
TOTALS	$4,200,000.00	$16,430,999.00

If the grantee's match/leverage contribution is less than **$16,430,999.00**, 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.

I. AMOUNT OF COST SHARE

The estimated cost for the performance of this grant is $20,630,999.00. HUD shall not be obligated to reimburse the Capitol Region Council of Governments in excess of $4,200,000. The Grantee agrees to bear without reimbursement from HUD $16,430,999.00 of the total costs. However, in the event that the Grantee incurs cost in excess of the total estimated project cost of $20,630,999.00; all such excess costs shall be borne entirely by the Grantee.

I. DELIVERABLES IN ACCORDANCE WITH THE NOFA AND APPROVED WORK PLAN AND LOGIC MODEL

A) **Final and approved workplan** (60 days after the effective date of the award)
B) **Logic Model** (60 days after the effective date of the award)
C) **Outreach to Public Housing Authorities** (60 days after the effective date of the award)
D) **Signed and GTR-approved Consortium Agreement** (120 days after the effective date of the award) that at the minimum must include the following organizations:

Partnership(s):

- Connecticut Economic Resource Center
- Connecticut Fair Housing Center
- Connecticut Housing Coalition
- UConn CLEAR & LULA
- Partnership for Strong Communities

HUD 1044 CONTINUATION SHEET

- City of Hartford, CT
- City of New Britain, CT
- Pioneer Valley Planning Commission
- Knowledge Corridor Consortium
- University of Massachusetts
- Pioneer Valley Sustainability Network
- City of Springfield, MA
- City of Chicopee, MA
- City of Holyoke, MA
- Leadership Pioneer Valley
- Greater Hartford Transit District
- Goodwin College
- Town of Enfield, CT
- Town of Manchester, CT
- Town of Windsor, CT
- State of CT Department of Economic and Community Development
- Central Connecticut Regional Planning Agency

E) **Comprehensive Sustainable Communities Regional Plan** (24-36 months)
F) Commitment to participate in performance measurement and evaluation conducted by third party.
G) Activities pertaining to the Regional Analysis of Impediments

2. INDIRECT COST RATE

104%

Note: Grantee has agreed to process an indirect cost rate following HUD's policies and procedures. This process should begin no later than 90 days after the execution of this cooperative agreement.

3. KEY PERSONNEL

Name	Title	% of time on the grant
Mary Ellen Kowalewski	Director	36%
Emily Moos	Senior Planner	30%
Lynne Pike-DiSanto	Senior Planner	30%
Sandra Fry	Transportation Planner	33%

4. PERIOD OF PERFORMANCE

36 months

7. AUDIT INFORMATION

N/A

8. SPECIAL CONDITIONS

Environmental Review

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.

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

COOPERATIVE AGREEMENT PROVISIONS

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I. GENERAL

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 with Logic Model, 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.

Purpose

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

Definitions

"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.

"Equipment" means 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.

"Grant/Cooperative Officer" (Grant Officer) 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.

"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.

"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.

"Grantee" as used herein refers to the recipient of this cooperative agreement.

"NOFA" means the Notice of Funding Availability, which announced the availability of funding for this grant.

"OSHC" means the HUD Office of Sustainable Housing and Communities, or its successor Office, if any.

"Publication" includes: (a) any document containing information for public consumption; or (b) the act of, or any act which may result in, disclosing information to the public.

"Recipient" means 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.

"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.

"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).

"Total Instrument Amount" is the amount under line item 14 of the HUD Form-1044 (Total Instrument Amount).

"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.

II. PROGRAM REQUIREMENTS

Allowable Costs

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.

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; http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html
Cost Principles for Non-profit Organizations	OMB Circular A-122	Relocated to 2 CFR, Part 230; http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf
Cost Principles for Educational Institutions	OMB Circular A-21	Relocated to 2 CFR, Part 220; http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf
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; http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf
Audits of States, Local Governments, and Non-Profit Organizations	OMB Circular A-133	Relocated to 2 CFR Part 180; http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf
Cost Principles for Commercial/For-profits	Federal Acquisition Regulations at 48 CFR Part 31.2	http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948

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

Administrative Requirements

For non-profits, awards will be governed by:

- 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations http://ecfr.poaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a0f201e9fd6fec5af8c07d6c0cedf957&rgn=div5&view=text&node=24:1.1.1.1.38&idno=24
- OMB Circular A-133 (2 CFR Part 180), Audits of States, Local Governments, and Non-Profit Organizations; and
- These grant provisions.

For State and local governments, awards will be governed by:

- 24 CFR Part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a0f201e9fd6fec5af8e07d6e0eedf957&rgn=div5&view=text&node=24:1.1.1.1.39&idno=24
- OMB Circular A-133 (2 CFR Part 180), Audits of States, Local Governments, and Non-Profit Organizations; and
- These grant provisions.

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.

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.

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.

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, detailing leveraged funds or in-kind contributions shall be submitted on a quarterly 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 30 days prior to the end of the period of performance (See clause entitled "Closeout").

The Federal Financial Report (Standard Form 425) shall be submitted on a quarterly basis and is due 10 days after the end of each quarter.

Central Contractor Registration (CCR)

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

Certifications and Assurances

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

- Standard Form 424 or HUD 424, Application for Federal Assistance
- Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- Applicant/Recipient Disclosure Update Report (HUD-2880)
- Certification Regarding Parties Excluded From Procurements
- Certification Prohibiting Excessive Force Against Non-Violent Civil Rights Demonstrators
- Certification/Disclosure Regarding federal Debt
- Certification Regarding a Drug-Free Workplace
- 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.

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 cumulative transfers 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.

Closeout

The Grantee shall provide the Grant Officer with closeout documentation 30 days prior 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 Property Statement;
- Completed Inventions, Patents, and Copyright Statement; and
- Completed Closeout Certification.
- Final Logic Model Report.

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.

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.

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 on 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 shall be exempt from the requirement to report subawards; and
4) An individual recipient of Federal assistance.

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.

HUD expects OMB to issue further guidance on subaward reporting. Based on preliminary input from the various federal agencies, applicants should be aware that consideration is being given to requiring the disclosure of additional data elements to help track the flow of funding from the original federal award. Such data elements under consideration

include the tier at which the subaward was made, the federal award number issued to the direct awardee, the dollar amount of the federal award emanating from the direct award going to the subawardee, as well as the total subaward amount, which could include funds from other sources, and registration in the CCR. Additional information regarding these requirements when determined will be provided when available. Subawardees and direct awardees should always use an Employer Identification Number (EIN) when registering with CCR, not a Social Security Number, to ensure personal information and data is protected. To obtain an EIN, go to http://search.irs.gov/web/query.html?col=allirs&charset=utf-8&qp=&qs=-Wet%3A%22Internal+Revenue+Manual%22&qc=&qm=0&rf=0&oq=&qt=form+SS4.

To obtain form SS-4, Application for Employer Identification Number, and if you need assistance in completing the SS-4, you can contact the IRS helpline at 800-829-4933. The helpline is open from 7a.m. to 10 p.m. your local time (Alaska and Hawaii follow Pacific Time), Monday to Friday, except federal holidays.

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.

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.

Consortia Agreement

This provision pertains to agreements awarded to a consortium or consortia. The designated Lead Agency is the official funding recipient. As such, the Lead Agency performs functions including the following:

- Maintaining the LOCCS account,
- Drawing down and dispersing grant funds,
- Paying related administrative expenses,
- Monitoring the work of the consortia members, and
- Submitting all required reports to the OSHC staff.

All recipients and sub-recipients in an OSHC grant program Consortium must enter into a memorandum of understanding that binds them to this award. By doing so, all entities are legally bound to comply with all the terms and conditions of the award. Should one or more parties not comply with the terms of this agreement at any time, and not be replaced by the Lead Agency, the portion of that entity's allotted award will be dropped from the award agreement. Non-lead agencies, in complying with this award agreement, are responsible for monitoring the time and work of the service providers at their site and for assuring that the Lead Agency has the proper information it needs to submit required reports to HUD and to maintain the award's LOCCS account.

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.

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.

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.

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, Logic Model reports, etc. Failure to submit required documents on time may cause the Grant Officer to take action to suspend or terminate the award.

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.

Environmental Review

This Environmental Review section applies to Category 2 Grants (Detailed Execution Plans and Programs), as described in the NOFA, for projects that involve site control or acquisition.

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.

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).

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.

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 Regional Planning Grant Program.

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 Regional Planning Grant Program 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.

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. All 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) no later than 120 days after execution of this agreement.

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.

HUD's Substantial Involvement

Because this is a Cooperative Agreement, HUD intends to have substantial involvement in the review, development, and approval of all aspects of the work to be carried out under this cooperative agreement. The substantial involvement will be focused through the GTR and GTM. Anticipated substantial involvement by HUD staff may include, but will not be limited to:

- Review and possibly suggest amendments to the study design, including:
    - study objectives
    - field sampling plan
    - sample handling and preparation
    - sample and data analysis
    - quality assurance
- Review and provide scientific and technical recommendations in response to quarterly progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide scientific and technical recommendations on the final study report, including final interpretation of study results.

Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning the date in Box #5 on the HUD-1044. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer or GTR.

Indirect Costs

If the Grantee has received a provisional rate, pending establishment of a final rate, 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.

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.

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.

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, and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

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.

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).

Management and Work Plan (with Logic Model Standards)

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 (with Logic Model) 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 and Logic Model standards that will be provided by the GTR.

The management and work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. A Logic Model (milestones) has been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary).

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.

Order of Precedence

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

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

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

Period of Performance and Extensions and Incurring Costs or Obligating 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. The preparation of the final administrative and financial reports is to be completed 30 days prior to the end of 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.

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.

Profit/Fee

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

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.

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 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.

Publications and News Releases

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.

Reporting

a) Deliverables

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including quarterly 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 and Logic Model schedule are delivered on time.

b) Biannual Progress Reports

A template to be used in the preparation of each biannual report will be provided by HUD after grant award. Biannual reports must reflect activities undertaken, obstacles encountered and solutions achieved, and accomplishments in each calendar quarter. 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 quarterly 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, and Logic Model milestones established. Biannual status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and Logic Model milestones 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.

c) **Required Reports**

- Grantees are required to submit biannual reports, including Logic Model 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.

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.

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.

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 and Logic Model schedule.

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.

Special Conditions

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

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.

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

Attachment B
Authorization to Proceed Letter from CRCOG to CCRPA dated February 28, 2011

Capitol Region Council of Governments

241 Main Street • Hartford • Connecticut • 06106
Telephone (860) 522-2217 • Fax (860) 724-1274
www.crcog.org

Mary Glassman, Chairman
Lyle D. Wray, Executive Director

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Wethersfield
Windsor
Windsor Locks

February 28, 2011

Carl J. Stephani, Executive Director
Central Connecticut Regional Planning Agency
225 North Main Street, Suite 304
Bristol, CT 06010-4993

Dear Mr. Stephani:

As you know, the Assistance Agreement between the Capitol Region Council of Governments (CRCOG) and the U.S. Department of Housing and Urban Development (HUD) for a Sustainable Communities Regional Planning Grant was executed on February 10, 2011 (Instrument No.: CTRIP0007-10). The grant period is February 15, 2011 through February 14, 2014.

This letter authorizes the Central Connecticut Regional Planning Agency (CCRPA) to proceed with project activities and charge expenditures to this grant, in accordance with the HUD-approved Assistance Agreement, budget and work plan, effective March 1, 2011. Our agencies are in the process of developing a formal Subgrantee Agreement, which must be approved by HUD prior to execution. You will proceed with the project with the understanding that payment for services under this grant will not be rendered until we have a fully executed Subgrantee Agreement in place between CRCOG and CCRPA.

I hereby designate Mary Ellen Kowalewski, Director of Policy and Planning, as my representative on all matters of correspondence and management of our agreement with CCRPA. All written correspondence should be addressed to Ms. Mary Ellen Kowalewski, Director of Policy and Planning, 241 Main Street, Hartford, CT 06106 or emailed to mkowalewski@crcog.org. Please inform Ms. Kowalewski if you wish to delegate such responsibilities within your agency.

We look forward to working with the Central Connecticut Regional Planning Agency on this project.

Sincerely,

Lyle D. Wray, Ph.D.
Executive Director

cc. Rachel Kirby, HUD Government Technical Representative

Attachment C
HUD-Approved Work Plan and Project Schedule

Sustainable Knowledge Corridor
HUD Sustainable Communities Regional Planning Grant
Workplan Narratives CTRIP007-10

CCRPA Excerpts

June 2011

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Sustainable Knowledge Corridor Project Overview

Timeline: February 15, 2011 through February 14, 2014.

Description of Project:

The Knowledge Corridor Consortium was awarded a $4,200,000 grant from HUD's FY 2010 Sustainable Communities Regional Planning Grant program. The Consortium will use these funds to carry out activities which will build on the work of the three metropolitan planning areas of the Hartford-Springfield Knowledge Corridor to advance opportunity, sustainability and livability in our combined regions. The Knowledge Corridor, a concept that has evolved over the last 10 years through the work of the MPO's and the partner agencies of the Hartford Springfield Economic Partnership (HSEP), has identified the interrelatedness of these three regions as a single economic unit tied together by a wide range of regional assets including: excellent highway and air access, and soon to be excellent bus rapid transit and rail access; a concentration of population and employment; a well-educated workforce and a shared labor market; intellectual and research resources of the region's 32 universities and colleges; businesses in historically stable sectors (finance and insurance) and growth sectors (alternative energy and health care); and exceptional natural resources that enhance the region's quality of life, including the ecological, recreational, cultural, and agricultural resources of the Connecticut River Valley.

The Knowledge Corridor is home to 1.6 million residents. It will be the beneficiary of $1.53 billion dollars in new transit investment over the next 10 years for the construction of the New Britain to Hartford Bus Rapid Transit System (operational in 2014), and the Springfield, MA to New Haven, CT Commuter and High Speed Rail (operational in 2016). The challenge facing Knowledge Corridor communities is how to use these new investments and other regional assets to expand opportunity to all residents of the region. The work to be carried out under this Sustainable Communities Regional Planning Grant will help us meet this challenge.

The lead applicant is the Capitol Region Council of Governments, the MPO serving the City of Hartford, CT and 29 surrounding suburban and rural communities. The other MPO partners in this application are the Pioneer Valley Regional Planning Commission which serves Springfield, MA and 42 other communities, and the Central Connecticut Regional Planning Agency of Bristol, CT which serves the City of New Britain, CT and six additional municipalities. In all, 80 communities will benefit from the activities we will undertake. We have formed a Consortium Partnership of more than twenty diverse organizations—municipal governments, housing and community development organizations, economic development interests, educational institutions, and smart growth and sustainable communities advocates, so that we may better focus our work on the goal of building a sustainable, economically competitive, and equitable Knowledge Corridor. Consortium partners will supplement the grant with cash match and leveraged contributions.

The Knowledge Corridor Consortium will use this grant to create a foundation of opportunity—in housing, education, transportation, employment, nutrition, and community resources—for all the residents the region.

Goal: To conduct planning activities at the regional, municipal, and neighborhood level in order to preserve, create, and maintain a sustainable, economically competitive, and equitable CT/MA Knowledge Corridor, now and in the future.

Objectives:

- To ***update and integrate existing regional plans*** of sub-state regions to provide a guide for ***building and maintaining a more sustainable Knowledge Corridor***.
- To use the updated regional plans of the sub-state regions as a springboard for creating a ***Detailed Execution Plan for a Sustainable Knowledge Corridor***.
- To implement an inclusive ***Civic Engagement Process***, that ensures that all Knowledge Corridor Consortium partners and constituencies, and a broad range of stakeholders and citizens of the region—including low-income and minority individuals who may not normally participate in regional planning processes—are actively engaged in creating the updated sub-state regional plans and the Detailed Execution Plan for a Sustainable Knowledge Corridor.
- To ***build capacity for ongoing planning and implementation activities in support of a more sustainable Knowledge Corridor*** through: leadership training; planning and market analysis to support transit oriented development; planning to enhance existing on-street transit systems to better link people to jobs, entertainment and natural resources, and the region's new rapid transit investments; development of municipal land use codes that incorporate sustainable design and development principles—so that these principles may be implemented on an ongoing basis; development of municipal land use codes that support the development of affordable housing and mixed use development in order to expand housing choice in the region; and development of an affordable housing regulation training program to educate municipal officials on how to expand affordable and equitable housing opportunities in the region.
- To ***provide models of how place-based activities*** in four Knowledge Corridor cities ***are working to enhance the livability of urban communities***.
- To ***establish metrics that can be used to measure the success of our efforts to build a more livable and sustainable Knowledge Corridor.***
- To establish a ***Sustainability Dashboard on which we can post the metrics tracking our progress and share information*** on the grant activities, work products, and models being created to build a more livable and sustainable Knowledge Corridor.

Task I – Regional Planning for a Sustainable Knowledge Corridor

I.A. Update and Integrate Existing Regional Plans for a More Sustainable Knowledge Corridor Region

I.A.1. Task Overview

Timeline: February 15, 2011 through January 31, 2013

Task Description: CRCOG, CCRPA and PVPC will update, integrate and supplement existing regional plans to support creation of a Sustainable Knowledge Corridor. Work will include review and analysis of existing plans and conducting additional analyses and studies to address gaps in and integrate the work already done by the three MPO regions.

Goal: To develop and reach consensus on clearly stated regional goals, policies, and strategies that will enhance regional sustainability, that are supported by a wide range of regional stakeholders and consortium partners, and that provide a framework for future coordinated planning and investment within and across the three planning regions that comprise the Massachusetts/Connecticut Knowledge Corridor.

Objectives:

- Update component plans of three MPO regions to ensure inclusion and integration of key elements of sustainable/livable communities.
- Actively involve key stakeholders and consortium partners in the plan update process, in order to incorporate diverse perspectives and achieve broad-based community support for the updated plans.
- Utilize the summary reports on ***Key Findings, Strategies and Priorities for Sustainable CRCOG, CCRPA and PVPC Regions*** to identify overarching issues affecting the bi-state Knowledge Corridor Region that will benefit from the next stage of planning, the development of a ***Detailed Execution Plan for a Sustainable Knowledge Corridor***.

Major Activities (with responsible party in bold and parentheses):

1) Select consultants, and execute contracts with consultants and consortium partners who will assist in the planning process **(CRCOG, CCRPA and PVPC)**
2) Update component plans of 3 MPO regions to ensure inclusion and integration of key elements of sustainable/livable communities. **(CRCOG, CCRPA, PVPC, Consultants, Consortium Partners)**
3) Create new plan elements, or execute substantial update of existing plan elements, in support of regional sustainability, including the development and execution of shared methodologies and approaches in the three MPO regions. **(CRCOG, CCRPA, PVPC, Consultants, Consortium Partners)**
4) Apply Civic Engagement strategy throughout the planning process (see Task I.C). **(CRCOG, CCRPA,PVPC, UMass, Consortium Partners)**
5) Amend existing regional plans to incorporate updated and new plan elements, goals, policy recommendations and implementation strategies. **(CRCOG, CCRPA, PVPC, Consortium Partners)**
6) Prepare summary reports (one for each region): ***Key Findings, Strategies and Priorities for a Sustainable Region*** to guide development of the ***Detailed Execution Plan for a Sustainable Knowledge Corridor***. **(CRCOG, CCRPA and PVPC)**

7) Create descriptive ***Knowledge Corridor Overview Maps*** that graphically depict information contained in the Key Findings, Strategies and Priorities reports and other plans prepared by the MPO regions. These maps will summarize the development and conservation vision for the Knowledge Corridor. **(CRCOG, CCRPA and PVPC)**

Products/Outcomes: The major products/outcomes of this task will be updated regional plans that incorporate and integrate the key tenets of sustainability and livability, and three summary documents that clearly articulate key findings, strategies and priorities identified in the updated regional plans. The summary documents will be used to guide the next phase of the planning process—development of a ***Detailed Execution Plan for a Sustainable Knowledge Corridor***. Major products and outcomes include:

1) **Development and adoption of updated Plans of Conservation and Development** in the three sub-state planning regions that include and integrate the key elements of sustainable and livable communities. While the regions will focus on updating and filling gaps in existing regional plans, new or substantially changed elements of the regional plans will include the following:
   a. Regional Housing Plan, including regional impediments to fair housing analysis (all regions)
   b. 2011 updates of MPO Long-Range Transportation Plans (all regions)
   c. Regional Workforce Development Plan (all regions—a new plan for the whole Knowledge Corridor will be developed)
   d. Regional Food Security Plan (PVPC)
   e. Regional Climate Change Element (all regions)
   f. Environment Element (PVPC)
   g. Sustainable Green Infrastructure/Clean Water Element (PVPC)
2) Summary reports (three reports--one each for CRCOG, CCRPA, and PVPC regions) entitled Key Findings, Strategies and Priorities for Sustainable Capitol, Pioneer Valley, and Central Connecticut Regions
3) ***Knowledge Corridor Overview Narrative and Maps*** that capture key elements of the summary reports described in 2) above, and combine them into an overview document for the Knowledge Corridor Region.

I.A.4. Central Connecticut Regional Planning Agency (CCRPA) Planning Detail

Timeline: February 15, 2011 through January 31, 2013

Task Description: CCRPA will update, integrate and supplement existing Central Connecticut Region plans to support creation of a Sustainable Knowledge Corridor. Work will include review and analysis of existing plans and conducting additional analyses and studies to address gaps in and integrate the work already completed by CCRPA and other regional partners.

Goal: To develop and reach consensus on clearly stated regional goals, policies, and strategies that will enhance regional sustainability, that are supported by a wide range of regional stakeholders and consortium partners, and that provide a framework for future coordinated planning and investment within and across the three planning regions that comprise the Massachusetts/Connecticut Knowledge Corridor.

Objectives:

- Update component plans of the Central Connecticut Region to ensure inclusion and integration of key elements of sustainable/livable communities.
- Actively involve key stakeholders and consortium partners in the plan update process, in order to incorporate diverse perspectives and achieve broad-based community support for the updated plans.
- Create a summary report on ***Key Findings, Strategies and Priorities for a Sustainable Central Connecticut Region***. This report will be combined with summary reports prepared by the CRCOG and PVPC regions to identify overarching issues affecting the bi-state Knowledge Corridor Region that will benefit from the next stage of planning, the development of a ***Detailed Execution Plan for a Sustainable Knowledge Corridor***.

Major Activities (with responsible party in bold and parentheses)

1) Establish regional advisory committees to provide guidance in the planning process, both in regard to specific issue areas, and also cross-disciplinary concerns related to enhancing the region's sustainability and livability. In addition to involving newly-formed advisory committees, the planning process will also seek input from the CCRPA governing board, since this board is charged under the Connecticut General Statutes with developing and adopting the Regional Plan of Conservation and Development **(CCRPA, consortium partners)**
2) Apply Civic Engagement strategy throughout the planning process (see Task I.C). **(CCRPA, consortium partners)**
3) Update and fill gaps in the Central Connecticut Region's component plans to ensure inclusion and integration of key elements of sustainable/livable communities. **(CCRPA, consortium partners).** Key Central Connecticut Region plans that will be reviewed, updated and integrated are:
   a. ***Plan of Conservation and Development for the Central Connecticut Region*** (2007)
   b. ***Long-Range Transportation Plan for Central Connecticut*** (2007; 2011 update underway)
   c. ***Comprehensive Economic Development Strategy*** (2004; 2011 update underway)
   d. ***Central Connecticut Plan for Alternative Transportation and Health*** (2005)
   e. ***Central Connecticut Region Pre-Disaster Natural Hazard Mitigation Plan*** (2010)
   f. Other regional plans as appropriate.
4) Create new plan elements, or execute substantial update of existing plan elements, in support of regional sustainability, including the development and execution of shared methodologies and approaches for the following three subject areas: **Housing, Workforce Development, and Climate Change**. PVPC has taken the lead in developing element scopes for these topics (see

Tasks I.A.2.a; I.A.2.c; and I.A.2.f). CCRPA and CRCOG will use these scopes as a foundation for work in the Connecticut regions, making adjustments as necessary to reflect local conditions and concerns. Regional Transportation Plan updates are underway in all three regions in accordance with federal FHWA guidelines, and additional work will be done to coordinate the findings and recommendations of these transportation plans. **(CCRPA, consortium partners)**

5) Amend existing regional plans to incorporate updated and new plan elements, goals, policy recommendations and implementation strategies. **(CCRPA, consortium partners)**
6) Prepare summary reports: ***Key Findings, Strategies and Priorities for a Sustainable Central Connecticut Region*** to guide development of the ***Detailed Execution Plan for a Sustainable Knowledge Corridor***. **(CCRPA, consortium partners)**

Products/Outcomes:

The major products/outcomes of this task will be updated regional plans that incorporate and integrate the key tenets of sustainability and livability, and a summary document that clearly articulates key findings, strategies and priorities identified in the updated regional plans. The summary documents will be used to guide the next phase of the planning process—development of a ***Detailed Execution Plan for a Sustainable Knowledge Corridor***. Major products and outcomes include:

1) **Development and adoption of updated Central Connecticut Regional Plan of Conservation and Development, the Long-Range Transportation Plan for Central Connecticut, and the Central Connecticut Comprehensive Economic Development Strategy** that include and integrate the key elements of sustainable and livable communities. The Central Connecticut Region will focus on updating and filling gaps in existing regional plans. In addition, new or substantially changed regional plans or plan elements will include the following:
    a. Regional Housing Plan, including regional impediments to fair housing analysis—to be incorporated into the Regional Plan of Conservation and Development
    b. 2011 update of Central Connecticut Region Long-Range Transportation Plan
    c. Regional Workforce Development Plan (all regions—a new plan for the whole Knowledge Corridor will be developed)
    d. Regional Climate Change Element—to be incorporated into the Regional Plan of Conservation and Development
    e. Updated Central Connecticut Comprehensive Economic Development Strategy (CEDS)
2) Summary report entitled ***Key Findings, Strategies and Priorities for a Sustainable Central Connecticut Region.***
3) Updates of other regional plans and policies that may be identified through the planning process.

I.B. Prepare Knowledge Corridor Detailed Execution Plan for a Sustainable Region

Timeline: February 15, 2011 through February 14, 2014

Task Description: Under this task, the Knowledge Corridor Consortium will develop and adopt a ***Knowledge Corridor Detailed Execution Plan for a Sustainable Region***, which will provide a blueprint for future implementation actions and investment decisions within the Knowledge Corridor.

Goal: To develop and reach consensus on clearly stated Knowledge Corridor goals, policies, and detailed execution strategies that will enhance regional sustainability, that are supported by a wide range of regional stakeholders and consortium partners, and that provide a framework for future coordinated planning and investment within and across the three planning regions that comprise the Massachusetts/Connecticut Knowledge Corridor.

Objectives:

- Create ***Knowledge Corridor Detailed Execution Plan for a Sustainable Region***. This plan will serve as a blueprint for future collaborative action and investment by Knowledge Corridor Consortium partners, and other stakeholders, in support of building and maintaining vibrant, healthy communities, protected natural resources and open spaces, equitable access to opportunities and an economically competitive Knowledge Corridor. The planning activities conducted under Task I.A, Update and Integrate Existing Regional Plans for a More Sustainable Knowledge Corridor Region, will provide the foundation for development of the ***Detailed Execution Plan***.
- Actively involve key stakeholders and consortium partners in the development of the ***Detailed Execution Plan***, in order to incorporate diverse perspectives and achieve broad-based community support for the plan.
- Create a Knowledge Corridor Consortium that is fully engaged in the planning process, and committed to working during and after the grant period to implement the ***Detailed Execution Plan*** in cooperation with other stakeholders.

Major Activities (with responsible party in bold and parentheses):

1) Establish the Knowledge Corridor Consortium and the Consortium Agreement—see Task V.A for more detail **(CRCOG, PVPC, CCRPA, Consortium Partners)**.
2) Convene full consortium quarterly, with individual partners and working committees engaged more frequently to support planning work. The Hartford Springfield Economic Partnership (HSEP), which has guided the Knowledge Corridor collaboration for 10 years, meets monthly and will serve in an advisory capacity throughout the project. HSEP members are also Consortium Partners. **(CRCOG, CCRPA, PVPC, Consortium Partners)**
3) Utilize summary reports (one for each region): ***Key Findings, Strategies and Priorities for a Sustainable Region*** to guide development of the ***Detailed Execution Plan for a Sustainable Knowledge Corridor***. **(CRCOG, PVPC, CCRPA, Consortium Partners)**
4) Apply Civic Engagement strategy throughout the planning process—see Task I.C. **(CRCOG, CCRPA,PVPC, UMass, Consortium Partners)**
5) Request that Knowledge Corridor Consortium Partners endorse ***Detailed Execution Plan for a Sustainable Knowledge Corridor***. **(CRCOG, CCRPA, PVPC, Consortium Partners)**
6) Knowledge Corridor consortium adopts the ***Detailed Execution Plan for a Sustainable Knowledge Corridor.***

Products/Outcomes:

The major product/outcome of this task will be a ***Knowledge Corridor Detailed Execution Plan for a Sustainable Region***. Through creation of the ***Knowledge Corridor Consortium***, we will also be creating an ongoing partnership to advance the tenets of livable and sustainable communities in the bi-state region. The desired long-term outcome of this project is that Knowledge Corridor Consortium and like-minded agencies and individuals will continue to work together after the grant period—developing and supporting integrated, regional approaches to planning, projects and investments that will promote vibrant, healthy communities, protected natural resources and open spaces, equitable access to opportunities and an economically competitive Knowledge Corridor to serve all our citizens today, and in the future.

1) Final Consortium Partnership Agreement developed and signed by partner agencies.
2) Draft ***Knowledge Corridor Detailed Execution Plan for a Sustainable Region*** completed.
3) ***Knowledge Corridor Detailed Execution Plan for a Sustainable Region*** endorsed by Consortium Partner Agencies.
4) ***Knowledge Corridor Detailed Execution Plan for a Sustainable Region*** adopted by Knowledge Corridor Consortium.

I.C. Civic Engagement

Timeline: March 1, 2011 through February 14, 2014.

<u>NOTE</u>: CCRPA will be asked to participate in Civic Engagement activities as needed, to ensure involvement from the Central Connecticut Region.

Task Description: A key component of the success of this regional plan for sustainable development is authentic community and civic engagement. The public we serve must be involved in this regional planning process from start to finish—defining what sustainability means in our region, articulating a vision of what sustainability is, identifying barriers to sustainability, and collaborating with experts to identify and define ways to overcome identified barriers and achieve our region's vision of sustainability. Therefore, we embrace a broad civic engagement/public outreach process designed to assure diverse participation in the development of our regional plan for sustainability focusing especially on populations sometimes left out of traditional planning processes, specifically economically disadvantaged people, racial minorities, limited English speakers, persons with disabilities and the elderly. We will utilize a combination of civic leadership labs, stakeholder interviews, on-line tools such as Metroquest, Twitter, Facebook, and SurveyMonkey, focus groups, meetings, shared meals, workshops, traditional media outreach, and visioning sessions, to reach out to a broad cross-section of the regions' residents, to gather input and create mechanisms for participation in all elements of this regional plan development process: visioning, development of element plans, and ultimately development of our Regional Execution Plan for Sustainability.

Goal: To assure substantive and meaningful involvement of populations too often left out of traditional planning processes in the development of our missing element plans and in the implementation of our regional execution plan for enhanced sustainability in the Knowledge Corridor region of northern Connecticut and western Massachusetts.

Objectives:

- 2011, year one: innovative civic engagement assuring participation of populations too often left out of traditional planning processes focusing on eight new and updated element plans in Massachusetts: transportation, workforce, housing, climate action/energy, food security, environment, water infrastructure, and land use, and four in Connecticut: transportation, workforce, housing, climate action/energy, and on launching of catalytic projects and other consultants/sub-contract projects and activities.
- 2012, year two: innovative civic engagement assuring participation of populations too often left out of traditional planning processes focusing on regional execution plan for sustainable development—whole Knowledge Corridor—Hartford to Hatfield and civic engagement → transitioning from planning to doing.
- 2013, year three: innovative civic engagement assuring participation of populations too often left out of traditional planning processes in ongoing implementation of element actions and concurrent planning and implementation of detailed execution plan for region—assure public involvement in prioritization of bi-state regional recommendations.

Task IV. A. Development of Metrics

Timeline: March 1, 2011 through March 1, 2014 and ongoing.

NOTE: CCRPA will be asked to participate in Development of Metrics activity as needed, to ensure involvement from the Central Connecticut Region.

Task Description: Expand upon current data capabilities by developing an expanded database that will house sustainability indicators (including HUD rating factor metrics) for easy tracking and sharing of data. This database will house data for the entire Knowledge Corridor region, and will provide the back end of the Sustainability Dashboard website (see Task IV.: Knowledge Corridor Sustainability Dashboard). Sustainability indicators and all other data will be updated annually and shared with the public in ways that are easy to understand and use for planning and evaluation.

Goal: To provide an efficient and transparent way to track and share trends in sustainability data with the public, partner organizations, and planners.

Objectives:

- Create robust database with ability to share data transparently through multiple websites.
- Refine list of data to be collected and housed within the database and create queries that focus on specific indicator sets including the Sustainability Indicators.
- Collect relevant data annually, share through online Knowledge Corridor Sustainability Dashboard and other websites.
- Track information about progress in all Sustainable Communities task areas and provide updates through Knowledge Corridor Sustainable Communities website.

Major Activities (with responsible party in bold and parentheses):\

1) Determine needs for database development as well as online sustainability dashboard, and engage consultant to create both of these integrated systems. **(PVPC with CRCOG assistance)**
2) Work with consultant to develop database and website structure and needs. **(PVPC, CRCOG, Consultant)**
3) Collect data for Knowledge Corridor region and add to database. **(PVPC, CRCOG)**
4) Determine innovated ways to display and share data so that it will be useful and meaningful to the public. **(PVPC, CRCOG)**
5) Collect information from lead staff on all Sustainable Communities project tasks about progress of task work to be shared with the public. **(PVPC, CRCOG)**
6) Update data annually and project task updates ongoing and publish online in a similar time frame. **(PVPC, CRCOG)**

Products/Outcomes:

1) Robust database system that contains Sustainability Indicators and other regional data that can be shared easily with multiple relevant parties through a variety of methods including the Knowledge Corridor Consortium Sustainability Dashboard.
2) Ongoing, publically available information about progress in all Sustainable Communities project tasks published on easy to navigate website.

Attachment D

HUD-Approved Budget and In-Kind Match
Central Connecticut Regional Planning Agency

Task I.A: Update and Integrate Existing Regional Plans for a More Sustainable Knowledge Corridor Region	$50,000.00
Task I.B: Prepare Knowledge Corridor Detailed Execution Plan for a Sustainable Region	$50,000.00
Total HUD Funds	**$100,000.00**
In-Kind Match Commitment: Support for Task I.C. Civic Engagement, Task IV.A. Development of Metrics, and other activities in support of grant activities	**$20,000.00**

Attachment E
Reporting Forms, including Request for Payment, Quarterly Report, and Match/Leverage Certification.

HUD SUSTAINABLE COMMUNITIES REGIONAL PLANNING GRANT
REQUEST FOR REIMBURSEMENT

Agency:
Central Connecticut Regional Planning Agency
225 North Main Street
Suite 304
Bristol, CT 06010

Requisition Period: Date to Date

Person Submitting Invoice:
Name:
Title:
Signature
Date:

Invoice Number: Use your own procedures for assigning an invoice #
Total Reimbursement Request this Invoice: Total $ amount for all activities

Description and Cost of Services Provided: NOTE: you only need to include tasks worked on this period

---

TASK I.A: UPDATE AND INTEGRATE EXISTING REGIONAL PLANS FOR A MORE SUSTAINABLE KNOWLEDGE CORRIDOR REGION

NARRATIVE DESCRIPTION OF SERVICES PROVIDED: Include a brief narrative description of work completed in conjunction with this requisition

COST OF SERVICES PROVIDED:

Personnel	Hours	Rate	Direct Labor Amt.	Fringe Amt.	Indirect Costs
1)Staff Name	#	$	$ hrs x rate	Total fringe $	Total Ind. $
2) Staff Name	#	$	$ hrs x rate	Total fringe $	Total Ind. $
3)etc.					

Travel	Mileage	Rate	Amount
1) Staff Name	#	$	$ hrs x rate
2) Staff Name	#	$	$ hrs x rate
3)etc.			

Supplies and Materials
Itemize expenditures, if any

Total Reimbursement Request for Task IA: Total $ amount for all budget categories

TASK I.B: PREPARE KNOWLEDGE CORRIDOR DETAILED EXECUTION PLAN FOR A SUSTAINABLE REGION

NARRATIVE DESCRIPTION OF SERVICES PROVIDED: Include a brief narrative description of work completed in conjunction with this requisition

COST OF SERVICES PROVIDED:

Personnel	Hours	Rate	Direct Labor Amt.	Fringe Amt.	Indirect Costs
1) Staff Name	#	$	$ hrs x rate	Total fringe $	Total Ind. $
2) Staff Name	#	$	$ hrs x rate	Total fringe $	Total Ind. $
3)etc.					

Travel	Mileage	Rate	Amount
1) Staff Name	#	$	$ hrs x rate
2) Staff Name	#	$	$ hrs x rate
3)etc.			

Supplies and Materials
Itemize expenditures, if any

Total Reimbursement Request for Task IB: Total $ amount for all budget categories

TASK I.C: CIVIC ENGAGEMENT—IN-KIND MATCH FOR CCRPA

NARRATIVE DESCRIPTION OF SERVICES PROVIDED: Include a brief narrative description of work completed in conjunction with this requisition

COST OF SERVICES PROVIDED:

Personnel	Hours	Rate	Direct Labor Amt.	Fringe Amt.	Indirect Costs
1) Staff Name	#	$	$ hrs x rate	Total fringe $	Total Ind. $
2) Staff Name	#	$	$ hrs x rate	Total fringe $	Total Ind. $
3)etc.					

Travel	Mileage	Rate	Amount
1) Staff Name	#	$	$ hrs x rate
2) Staff Name	#	$	$ hrs x rate
3)etc.			

Supplies and Materials
Itemize expenditures, if any

Total In-Kind Match for Task IC: Total $ amount for all budget categories

---

TASK IV.A: DEVELOPMENT OF METRICS—IN-KIND MATCH FOR CCRPA

NARRATIVE DESCRIPTION OF SERVICES PROVIDED: Include a brief narrative description of work completed in conjunction with this requisition

COST OF SERVICES PROVIDED:

Personnel	Hours	Rate	Direct Labor Amt.	Fringe Amt.	Indirect Costs
1) Staff Name	#	$	$ hrs x rate	Total fringe $	Total Ind. $
2) Staff Name	#	$	$ hrs x rate	Total fringe $	Total Ind. $
3)etc.					

Travel	Mileage	Rate	Amount
1) Staff Name	#	$	$ hrs x rate
2) Staff Name	#	$	$ hrs x rate
3)etc.			

Supplies and Materials
Itemize expenditures, if any

Subrecipients and Contractors
Itemize services for which you are requesting reimbursement

Total In-Kind Match for Task IV.A: Total $ amount for budget categories

Match Certification Form

PROJECT NUMBER: CTRIP007-10 PROJECT NAME: HUD Sustainable Communities Regional Planning Grant Program

Contractor: Central Connecticut Regional Planning Agency

Contact: Carl J. Stephani, Executive Director
860-589-7820 ext. 115 Phone
860-589-7820 Fax

Address: 225 North Main Street, Suite 304, Bristol, CT 06010

BUDGET PERIOD: February 15, 2011 – February 14, 2014

MATCH REPORTING PERIOD:

The following must be completed and attached to your periodic bill in order to certify your organization's required match portion of federal funds you receive. The match and expenses listed below must be in accordance with the Sub-Grantee Agreement with CRCOG, and must not be used as a match for another grant. Payment may be withheld if this form is missing or incomplete. If CRCOG is audited, CCRPA will provide documentation of the match.

Total Federal Funding: $100,000.00 Agency Match Required: $20,000.00

PERSONNEL

Name / Position/ Source of Funding (e.g. CDBG, Chapter 90, etc.) for Match	Task # and Activities performed	Number of Hours X Hourly Rate	Overhead Rate (Fringe +Indirect)	= Contractor Cost
Subtotal				

OTHER MATCH EXPENSES (e.g. - equipment, supplies, construction, travel, etc. - attach additional sheets as necessary)

Expense	Task # and Activities performed	Rate	Total Expense
Subtotal			

TOTAL FOR THIS QUARTER: $0

TOTAL MATCH TO DATE:

CERTIFICATION: I certify the costs detailed above were expended in the course of completing the work described in a Contract with the U.S. Department of Housing & Urban Development's Sustainable Communities Regional Planning Grant Program, and that detailed documentation of the above is on file and available for review.

Authorized Signatory for Contractor: Date:

Received Capitol Region Council of Governments : Date:

Quarterly Performance Narrative: Summary of Work Performed

TASK I: REGIONAL PLANNING FOR A SUSTAINABLE KNOWLEDGE CORRIDOR

Task I.A: Update and Integrate Existing Regional Plans for a More Sustainable Knowledge Corridor Region

1. **Briefly Describe Activities or Work Performed During the Quarter.** Report only on high-level activities, not lower level tasks.
   a. General narrative here. If there was no work on an activity, simply state "no work this quarter", and move on to b. and c.
   b. Status: completed, not completed or ongoing, and note if there are any deviations from the agreed-upon schedule or scope.
   c. Explanation: Provide detail on the status of the activity, if necessary, and justification for any deviations. Note important scheduled milestones that have been met this quarter. Include key tasks that closed any issues previously reported.
2. **Describe Problems or Anticipated Issues that Will Affect Project Scope, Schedule or Budget.** If there are no problems of issues at this time, simply state that.
3. **Describe What Actions are Being Taken or Have Been Taken to Address the Above Issues.**
4. **Estimate Percent of Work Completed**

Task I.B: Prepare Knowledge Corridor Detailed Execution Plan for a Sustainable Region

1. **Briefly Describe Activities or Work Performed During the Quarter.** Report only on high-level activities, not lower level tasks.
   a. General narrative here. If there was no work on an activity, simply state "no work this quarter", and move on to b. and c.
   b. Status: completed, not completed or ongoing, and note if there are any deviations from the agreed-upon schedule or scope.
   c. Explanation: Provide detail on the status of the activity, if necessary, and justification for any deviations. Note important scheduled milestones that have been met this quarter. Include key tasks that closed any issues previously reported.
2. **Describe Problems or Anticipated Issues that Will Affect Project Scope, Schedule or Budget.** If there are no problems of issues at this time, simply state that.
3. **Describe What Actions are Being Taken or Have Been Taken to Address the Above Issues.**
4. **Estimate Percent of Work Completed**

Task I.C: Civic Engagement

1. **Briefly Describe Activities or Work Performed During the Quarter.** Report only on high-level activities, not lower level tasks.
   a. General narrative here. If there was no work on an activity, simply state "no work this quarter", and move on to b. and c.
   b. Status: completed, not completed or ongoing, and note if there are any deviations from the agreed-upon schedule or scope.
   c. Explanation: Provide detail on the status of the activity, if necessary, and justification for any deviations. Note important scheduled milestones that have been met this quarter. Include key tasks that closed any issues previously reported.
2. **Describe Problems or Anticipated Issues that Will Affect Project Scope, Schedule or Budget.** If there are no problems of issues at this time, simply state that.
3. **Describe What Actions are Being Taken or Have Been Taken to Address the Above Issues.**
4. **Estimate Percent of Work Completed**

TASK IV: METRICS AND INFORMATION SHARING

Task IV.A: Development of Metrics

1. **Briefly Describe Activities or Work Performed During the Quarter.** Report only on high-level activities, not lower level tasks.
   a. General narrative here. If there was no work on an activity, simply state "no work this quarter", and move on to b. and c.
   b. Status: completed, not completed or ongoing, and note if there are any deviations from the agreed-upon schedule or scope.
   c. Explanation: Provide detail on the status of the activity, if necessary, and justification for any deviations. Note important scheduled milestones that have been met this quarter. Include key tasks that closed any issues previously reported.
2. **Describe Problems or Anticipated Issues that Will Affect Project Scope, Schedule or Budget.** If there are no problems of issues at this time, simply state that.
3. **Describe What Actions are Being Taken or Have Been Taken to Address the Above Issues.**
4. **Estimate Percent of Work Completed**

ADD OTHER TASKS AS NECESSARY