

T.G.C.

**Lane Livability Consortium  
Memorandum of Understanding**



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## **Memorandum of Understanding Lane Livability Consortium**

This Memorandum of Understanding is made on March 27, 2011.

**BETWEEN:**

- Lane Transit District, represented by Mark Pangborn, General Manager;
- City of Eugene, represented by John Ruiz, City Manager;
- City of Springfield, represented by Gino Grimaldi, City Manager;
- St. Vincent de Paul, Terry McDonald, Executive Director;
- University of Oregon, Sustainable Cities Initiative, Robert Liberty, Executive Director;
- University of Oregon, Community Planning Workshop, Bob Parker, Director;
- Lane County, Liane Richardson, Acting County Administrator;
- Housing And Community Service Agency of Lane County, Larry Abel, Executive Director;
- Central Lane Metropolitan Planning Organization, George Kloeppel, Executive Director;
- Lane Council of Governments, George Kloeppel, Executive Director;
- Oregon Department of Transportation, Jerri Bohard, Operations Deputy Director; and
- Eugene Water & Electric Board, Steve Newcomb, Environmental Manager.

Hereinafter, jointly or individually, referred to as Parties or Party.

**Whereas:**

- A. The Parties presented the Lane Livability Consortium SMART Communities Project (Project), the subject of this Memorandum of Understanding, to the HUD Sustainable Communities Regional Planning Grant Program call for projects and the Project was selected by the US Department of Housing and Urban Development on October 15, 2010.
- B. The Parties previously executed a Memorandum of Understanding to fully participate in the Project and commit themselves to bring the Project forward and provide the budgeted staff support to it.
- C. A contract for the grant activities was executed between the US Department of Housing and Urban Development Office of Sustainable Housing and Communities and Lane Council of Governments. The period of performance for the grant is February 1, 2011 through January 31, 2014.
- D. Following these agreements, the Parties have decided to execute this Memorandum of Understanding in order to establish the basis for their collaboration and for their future activities within the framework of the Project.

**And Whereas**, this Memorandum of Understanding sets out the relationship between the Parties and the organization of the work.

**Now therefore it has been agreed as follows:**

1. This Memorandum of Understanding shall come into force as of the date of its signature by the Parties.
2. The purpose of this Memorandum of Understanding is to stipulate the terms and conditions of the partnership between the Parties for the overall work activities, studies and services contributing to the completion of the work on the Project.
3. Each Party declares that they are aware of the contract and terms and conditions between the US Department of Housing and Urban Development Office of Sustainable Housing and Communities and Lane Council of Governments, as well as the Subgrantee Contract terms with Lane Council of Governments (see Attachment 2 for a template of the Subgrantee Contract). The Project's estimated timetable and its technical and financial terms and conditions are stipulated in the contract with Lane Council of Governments. The Parties undertake to cooperate in good faith in order to complete the Project under the terms and conditions stipulated in these contracts.
4. The Lane Livability Consortium (Consortium) will take all necessary and reasonable measures to ensure that the Project will be carried out in accordance with the approved Work Plan (see Attachment 1) and HUD contract and in a timely manner.
5. Members of the Consortium will ensure that any regional policy decisions occur within the framework established as part of the Metro Plan, the long-range public policy document upon which Eugene, Springfield, and Lane County make coordinated land use decisions, as may be amended (see Attachment 3).
6. Reports and deliverables as outlined in the Work Plan (see Attachment 1) and Subgrantee Contract shall be submitted timely to the Project Manager for each reporting period.
7. The Project Manager for the Project is Andrea Riner, Transportation Program Manager, Lane Council of Governments.

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## 1. Definitions

In this Memorandum of Understanding, the following terms shall have the following meanings:

**Consortium:** The Lane Livability Consortium composed of the agencies and organizations that have signed this Memorandum of Understanding.

**Party or Parties:** Signatory members to the Lane Livability Consortium, as witnessed through this Memorandum of Understanding.

**Project:** The Lane Livability Consortium SMART Communities Project.

**Project deliverables:** The deliverables described in the project Work Plan (see Attachment 1), as may be amended consistent with the terms of this Memorandum of Understanding.

**Project tasks:** The tasks described in the project work plan (see Attachment 1), as may be amended consistent with the terms of this Memorandum of Understanding.

**Project Steering Committee:** The body established in accordance with Art. 4 hereof. Also known as the Lane Livability Consortium.

**Subgrantee Contract:** The Intergovernmental Agreement or Agreement for Services executed with each Consortium Member receiving funds under the Lane Livability Consortium SMART Communities Project.

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## 2. Project Goals

The goals of the Consortium are:

- To provide a regional forum for sustainable community planning and development, including improving our economic health, providing affordable housing, and increasing transportation choices;
- To build regional and organizational capacity for sustainability;
- To better integrate core community planning functions, especially in the areas of affordable housing, economic development and transportation;
- To make our public engagement programs more equitable and inclusive;
- To incorporate emerging public policy issues such as public health and climate change into our existing regional plan for sustainable development;

- To develop infrastructure investment strategies that use our limited public resources wisely and sustainably for multiple community benefits; and
- To identify ways of monitoring and measuring progress towards sustainable community outcomes.
- To consistently incorporate evaluation and learning opportunities into our work.

### 3. Project Organization and Management

#### 3.1. Roles of Consortium Members

Consortium Members will be participating in the Project tasks as follows:

Key	
L	Task Lead Agency
1	Task Contributor - Key Partner (High-Level)
2	Task Contributor - Support Role (Mid-Level)
3	Task Contributor - Review Role (Low-Level)

	LCOG	Eugene	EWEB	HASC	Lane County	UCD	MPG	ODOT	Springfield	St. Vincent	UCSC/CPV
<b>1. Lane Livability Consortium</b>											
1.1 Program/Purpose	L	3	3	3	3	3	3	3	3	3	3
1.2 Organizational Structure	L	3	3	3	3	3	3	3	3	3	3
1.3 Communications Plan	L	3	3	3	3	3	3	3	3	3	3
1.4 Focus Areas/Teams	L	1	1	2	1	2	1	2	1	1	2
1.5 Other Partners/Stakeholders	L	2	2	2	2	2	2	2	2	2	2
1.6 Meetings/Project Management	L	1	1	2	1	1	1	1	1	1	1
1.7 Public Engagement Groundwork	L	3	3	3	3	3	3	3	3	3	3
1.8 Data Plan	L	1	2	2	1	2	1	2	1	2	2
<b>2.0 Sustainability Baseline Analysis: Public Engagement</b>											
2.1 Framework	1	2	3	2	2		2		2	2	L
2.2 Assess Existing Programs	1	1	3	2	1	2	1	2	1	1	L
2.3 Participatory Research Program	1										L
<b>3.0 Sustainability Assessment: Regional Plan</b>											
3.1 Framework	1	2	3		2	3	2	2	1	2	L
3.2 Core Area Reports	1	1	2	3	1	1	1	2	2	2	L
3.3 Integration Analysis	1	2	2	2	2	2	2	2	2	2	L
3.4 Final Sustainability Assessment	1	3	3	3	3	3	3	3	3	3	L
<b>4.0 Climate Change Planning</b>											
4.1 Data and Modeling	1	2			2	2	L	1	2		
4.2 Equity Considerations	2	2	3	3	2	2	L	2	2	1	
4.3 Land Use/Transportation Integration	1	1			2	1	L	1	1		2
4.4 Scenario Planning Methodology	3	1	3		2	1	L	1	1		
4.5 GHG Reduction Strategies	3	1	3		2	1	L	1	1		2
4.6 Regional Decision-Making Strategies	1	2	2		1	2	L	2	1		
4.7 Climate Change/GHG Reduction Public Outreach	1	3	3		3	2	L	3	3	3	3
4.8 Toolkit #3: Climate Change Planning	1	3				2	L	3	3	3	3
<b>5.0 Triple Bottom Line Analysis</b>											
5.1 Triple Bottom Line Tool	1	1	2	3	3	1	1	2	1	1	L
5.2 Equity Atlas	L	3	3	3	3	3	3	3	3	3	3

**Key**

- L Task Lead Agency
- 1 Task Contributor: Partner (High-Level)
- 2 Task Contributor: Support Pole (Mid-Level)
- 3 Task Contributor: Review Role (Low-Level)

	LCOG	Eugene	EvVEB	HACSA	Lane County	LTD	MPC	ODOT	Springfield	St. Vincent de Paul	UO/SCI-CP/2	
<b>6.0 New Plan Components</b>												
6.1 Climate Change	1	1			2		1		1			
6.2 Public Health	1	1			2		1		1			
6.3 Social Equity	1	1		2	2		1		1	2	1	
<b>7.0 Integration and Alignment of Plans</b>												
7.1 Regional Plan Improvements	1	1	2	3	2	2	3	2	1	3	3	
7.2 New Planning Models	1	1	2	3	2	2	3	2	1	3	3	
7.3 New Decision-Making Models	1	1	2	3	2	2	3	2	1	3	3	
7.4 Performance Measures	1	1	2	3	2	2	3	2	1	3	3	
7.5 Defining the Region	1	1	2	3	1	2	3	2	1	3	3	
<b>8.0 Capacity Building</b>												
8.1 Agency/Organization Staff	1	1	2	3	2	3	1	2	1	1	3	
8.2 Organizational Capacity	1	1	3	3	3	3	1	3	1	1	3	
8.3 Leadership Capacity	1	1	3	3	3	3	1	3	1	3	3	
8.4 Toolkit Chapter 1	1	3	3	3	3	3	3	3	3	3	3	
<b>9.0 Community Investment Strategy</b>												
9.1 CIP Inventory	1	2	3	3	2	2	2	2	2	3	3	
9.2 Finance Plan	1	2	3	3	2	2	2	2	2	3	3	
9.3 Regional Investment Strategy	1	1	3	3	1	2	1	2	1	1	3	
9.4 Public Outreach	1	1	2	2	1	2	1	2	1	2	3	
9.5 Toolkit Chapter 5	1	3	3		3	3	3	3	3	3	3	
<b>10.0 Next Steps</b>												
10.1 Catalytic Project Prospects	1	1	3	3	1	3	3	3	3	1	3	
10.2 Implementation Agreements	1	3	3	3	3	3	3	3	3	3		
10.3 Ongoing Funding	1	3	3	3	3	3	3	3	3	3	3	
<b>11.0 Project Close</b>												
11.1 Project Evaluation	1											
11.2 Final Toolkit	1	3	2	3	3	2	3	3	3	3	3	



### ***3.2. Project Management***

Andrea Riner, Transportation Program Manager, Lane Council of Governments, assumes the role of Project Manager.

### ***3.3. Responsibilities of the Project Manager***

The Project Manager shall have the following functions:

1. Establish and maintain the Project schedule and budget.
2. Provide leadership in meeting the goals and intended outcomes of the Project.
3. Administer the Lane Livability Consortium, including preparing meeting agendas and facilitating meetings, ensuring that meetings stay within the scope of the agenda topic during group discussions, reserving meeting space, and providing meeting record keeping;
4. Transmit any documents and information connected with the Project between the Parties concerned;
5. Transmit reports to the funding agencies;
6. Implement the overall Project communication plan, and support the Consortium agencies in their outreach efforts;
7. Facilitate conflict resolution between Consortium members;
8. Investigate opportunities to recruit additional membership to the Consortium; and
9. Manage the day-to-day operations of the Project and reporting to the Lane Livability Consortium; and
10. Serve as the Liaison to HUD for the project and for the Consortium.

The Project Manager will ensure that no decisions are made that would legally bind other Parties without their prior consent.

### ***3.4. Designation of Consortium Partner Lead Staff***

To ensure the proper progress of the Project, each of the Parties will designate a Consortium Lead staff. The latter are in charge of ensuring the proper progress and completion of the tasks that the Parties are responsible for.

The Parties will endeavor to keep the same Project lead for the entire duration of the work barring a major hindrance: resignation, dismissal, illness, etc. In the event of changes in Project lead, the Parties will ensure the change facilitates successful completion of the Project and assigned tasks.

The Parties must notify the Project Manager other about such changes without delay, providing the first and last name of these new Project leads.

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## **4. Project Steering Committee**

### ***4.1 Composition of the Project Steering Committee***

The Project Steering Committee, also known as the Lane Livability Consortium, will be composed of one representative of each Party. The Project Steering Committee may adjust its membership to include additional members, as needed, throughout the Project. The lead entity, Lane Council of Governments, after consultation with the Project Steering Committee, is authorized to amend the Memorandum of Understanding and to add new members on behalf of the entire Consortium. Any new Party that enters the Consortium must agree to sign the Memorandum of Understanding.

The Consortium membership has been designed as a whole to provide an extensive diversity of interests and representation. As future members are added or representation within the membership changes, every effort shall be made to limit the amount of overlap between interest areas so that no entity or interest is able to exercise an undue voice in relation to others.

### ***4.2 Responsibilities of the Project Steering Committee***

The Project Steering Committee shall have the following functions and responsibilities:

1. Meet regularly to coordinate, collaborate, and complete tasks.
2. Receive reports from Task working groups and include working group recommendations as part of the deliberation on issues to be considered by the Project Steering Committee;
3. Decide upon measures to ensure the effective day-to-day coordination and monitoring of the progress of the technical work affecting the Project as a whole;
4. Discuss emerging trends and policy options and practices for addressing common Consortium issues.
5. Provide on-going public information, presentations, and outreach about the program purpose and activities.
6. Identify and investigate opportunities to recruit additional membership to the Consortium;
7. Identify and engage stakeholders as may be needed to meet the long-range goals of the Project.

8. Develop recommendations relating to public outreach and engagement, policies, planning and decision-making processes, and funding issues.
9. Initiate reports, plans, and studies, as needed, to communicate and coordinate recommendations, priorities, and activities, and collaborate with other organizations and interests on sustainability issues.
10. Serve as primary conduits of information between their agencies and the Consortium.

The Project Manager handles the material organization of the meetings (setting the agenda, etc.) and the preparation/distribution of the minutes.

The Project Steering Committee will meet approximately one time each month or at the request of the Parties.

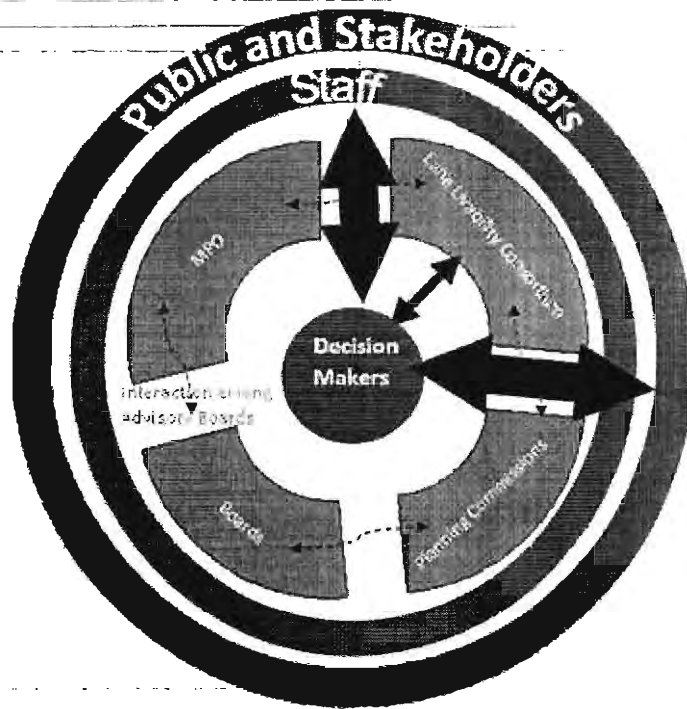
### ***4.3 Decision Making***

#### **4.3.1 Role of Project Steering Committee in Regional Decision-Making**

The Project Steering Committee is an advisory body and, as a general rule, its decisions will be in the form of recommendations to staff of other agencies, and assistance with communicating to other agencies' boards, commissions, and decision-making bodies. The composition of the Project Steering Committee and representation of these individuals within their individual organization has been strategically designed to increase the chances of moving forward on the initiatives raised by the Consortium. The Project Steering Committee membership may expand to accommodate new members, subject to the provisions established in Section 4.1.

The policies and strategies recommended by the Project Steering Committee will serve as framework documents to advance the consideration of Metro Plan goals and the federal Livability Principles by the appropriate implementing agencies, through policies, strategies, and investments. The appropriate implementing agencies, organizations, and interests represented in the Consortium shall give due consideration to the recommendations brought forth by the Consortium.

This relationship is shown in the following diagram:



### 4.3.2 Role of Project Steering Committee in Regional Policy-Making

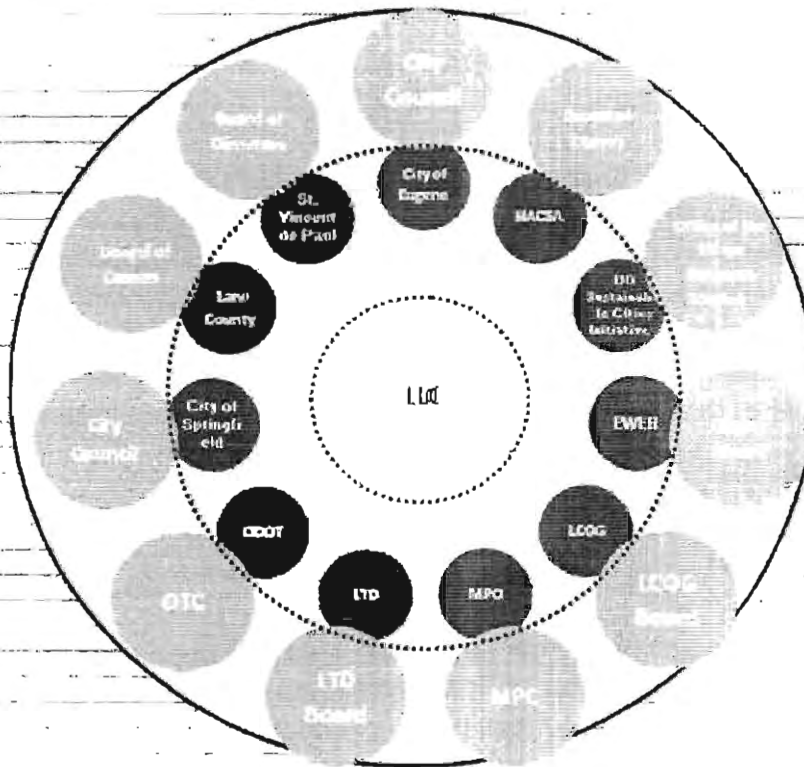
As the Metro Plan is the long-range public policy document upon which Eugene, Springfield, and Lane County make coordinated land use decisions, any proposed modifications would have to be conducted consistent with the procedures established for Metro Plan review, amendments, and refinements (see Attachment 3), as may be amended in the future.

The relationship of the Project Steering Committee to this process is shown in Diagram 4.3.1

### 4.3.3 Policy-Making at the Local Level

The Project Steering Committee will provide implementation strategies for local agencies to process through local decision-making processes, as determined by individual agency policy and protocols. The appropriate implementing agencies, organizations, and interests represented in the Consortium shall give due consideration to policy recommendations brought forth by the LLC.

The relationship of the Project Steering Committee to this process is shown in the following diagram:



**4.3.4 Decision-Making within the Project Steering Committee**

When the Project Steering Committee is called on to make a decision, the following rules will apply:

**Quorum:** All voting members of the Project Steering Committee are expected to participate in all meetings, or to send an alternate if applicable<sup>1</sup>. A quorum for decision-making purposes will be two-thirds (2/3) of the voting membership. A quorum may include teleconferencing of members, if feasible. The Project Steering Committee may consider non-action items with less than a quorum present.

**Consensus:** The Project Steering Committee will use a consensus decision-making process and will foster mutual respect and a collaborative approach to problem solving. Members will seek to advance broad interests and look for win-win solutions. Consensus means that all voting

<sup>1</sup> This provision does not apply to the Housing And Community Service Agency of Lane County, which is expected to attend selected meetings upon prior agreement by HACSA and the Project Manager

members present can live with the decision. Members are encouraged to voice and have recorded all views. Once a consensus decision has been reached, all members agree to support that decision.

If reaching consensus seems unlikely, the Project Steering Committee may decide to delay discussion of the item to a later date.

**Supermajority Vote:** If the Project Steering Committee is unable to reach consensus on a decision, any member of the Project Steering Committee may call for a vote to close discussion and switch from consensus decision making to majority decision making using the following process: Decisions will be made by an 80% supermajority of the voting members present. A quorum is needed in order for a supermajority vote to be taken. A simple majority of voting members present may call for the end of discussion and a supermajority vote. If a vote is required, each member of the Project Steering Committee or their alternate shall be entitled to one vote.

#### **4.3.5: Focus Area Teams**

Focus Area Teams may be appointed by the Project Manager or Steering Committee as needed. At minimum, at least one member of the Steering Committee shall serve on each Focus Area Team. The Steering Committee member shall be responsible for communicating Focus Area Team discussions and recommendations to the Steering Committee. Each team shall have a facilitator appointed by the Steering Committee who shall be responsible for assisting the team to achieve their common objectives and communicating the progress of the team.

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## **5. Project Deliverables**

### ***5.1 Responsibilities of a Task Lead Agency***

Each Project task has a designated Lead Agency, as outlined in the approved work program (see Attachment 1). The Lead Agency shall have the following responsibilities:

1. Reporting on progress of work in the task and transmit progress report to the Project Steering Committee;
2. Transmission of any documents and information connected with the task between the Parties concerned;
3. Transmission of any documents and information connected with the task to the Project Manager; and
4. Transmission of the Project deliverables within the task in a timely manner to the Project Manager.

## ***5.2 Receipt of Deliverables***

The Project tasks and deliverables are described in Attachment 1. Project deliverables will be received and validated by the Project Manager. Deliverables also include the intermediary reports required by the US Department of Housing and Urban Development Office of Sustainable Housing and Communities as stipulated in the Subgrantee Contracts.

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## **6. Member Responsibilities**

### ***6.1 General Responsibilities***

Each Party agrees to the following responsibilities:

1. To provide the necessary institutional support for the Project Steering Committee representatives to complete their responsibilities.
2. To support a culture of discussion and communication among the Consortium members.
3. To use reasonable endeavors to perform and fulfill, promptly, actively and on time, all of its obligations under the funding agency contract and this Memorandum of Understanding.
4. To contribute to the efficient flow of information and access to relevant data, according to the agreed access rights and confidentiality rules to ensure the efficient execution of this Project.
5. To supply promptly to the Project Manager or to the Lead Agency, as the case may be, all such information or documents as the Project Manager or the Lead Agency needs to fulfill obligations pursuant to this Memorandum of Understanding and the HUD contract.
6. Fulfill the obligations outlined in the respective Subgrantee contracts established with each party, which have been executed by separate contract with LCOG.
7. Give due consideration to policy recommendations brought forth by the LLC.
8. To establish mechanisms to engage more diverse participants in public policy discussions.

### ***6.2 Responsibilities towards Each Other***

Each Party agrees to the following responsibilities:

1. To notify the Project Steering Committee and each of the Parties in the Project, promptly of any significant delay in performance;
2. To inform other Parties in the Project, of relevant communications it receives from third Parties in relation to the Project.

3. To ensure the accuracy of any information or materials it supplies and promptly to correct any error therein of which it is notified.
4. To supervise its subcontractors and enter into appropriate arrangements for such purpose with its subcontractors.
5. To raise concerns about the process with the Project Manager and work with the Project Manager to identify suggested improvements to the process.
6. To keep one another informed without delay about all facts or events related to the Project that they may learn and that would be of interest to the other Parties and for the successful outcome of the Project.
7. To inform the other Consortium members and interested parties concerned by this work about any difficulties encountered.

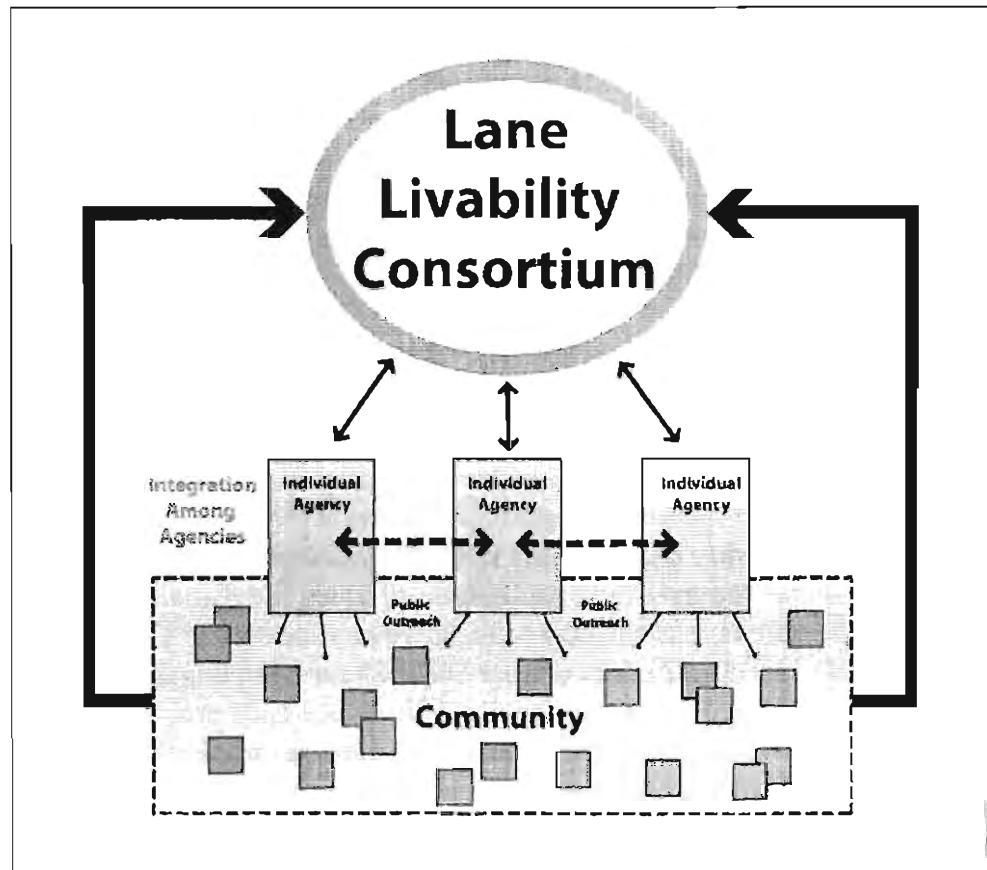
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## **7. Partner, Stakeholder and Public Engagement**

### ***7.1 Public Participation***

The Project Steering Committee will provide balanced and objective information to assist the public in understanding the issues to be addressed, potential alternatives, opportunities and solutions, and will obtain public feedback on analysis, alternatives and/or decisions. The Project Steering Committee will work throughout the process to ensure that public issues and concerns are consistently understood and considered. In addition, the Project Steering Committee will give due consideration to public and stakeholder input in rendering its recommendations and decisions and will provide feedback on how the public input influenced its recommendations and decisions. Public engagement will occur through a variety of different mechanisms, either directly by the Consortium or through the individual agencies that are members to the Consortium (see Diagram 7.1). The Project Steering Committee plans to develop a Communications Plan that will outline more specific approaches for public engagement.





## 7.2 Partner and Stakeholder Engagement

In addition, the Project Steering Committee will take an active role in coordinating with its partners and other stakeholders, defined for the purposes of this Project as follows:

- **Partners.** Partners are non-voting members that have been approved by the Consortium Membership. These entities could include educational, economic, human services, public utility or other agencies such as Lane Community College; Lane Workforce Partnership; Springfield Utility Board; The City of Coburg; The State Department of Land Conservation and Development; United Way of Lane County; Travel Lane County; and Springfield and Eugene Chambers of Commerce. Partners may attend and participate in Project Steering Committee meetings and be members of teams working on Project tasks.
- **Stakeholders.** Stakeholders are groups identified by the Consortium Membership as representing varied disciplines, such as (but not limited to) housing, educational, economic, human services, public utility or other boards, commissions, and committees. Stakeholders may attend and participate in Project Steering Committee meetings at the discretion of the Consortium members.

The Project Steering Committee will engage partners and stakeholders by a number of means, including obtaining feedback on analysis alternatives and/or decisions of the Project Steering Committee, working directly with partner and stakeholder representatives to ensure that their concerns are consistently understood and considered, and partnering with representatives to identify issues and develop alternatives and preferred solutions. The Project Steering Committee plans to develop a Communications Plan that will outline more specific approaches for partner and stakeholder interaction.

### ***7.3 Outreach to Underrepresented Populations***

As noted in Section 6.1 above, the Consortium members are committed to undertaking special outreach to engage underrepresented constituencies in public policy discussions. One of the key work activities in the work program is to develop more inclusive strategies for public engagement. To ensure that the work of the Consortium has relevance and connection to traditionally under-represented populations, including the Hispanic community, low- and very low- income residents, and the homeless, St. Vincent de Paul of Lane County and the Housing And Community Services Agency of Lane County have been engaged as critical members of the Consortium. The Consortium will also use existing outreach processes from participating agencies that have proven successful, including outreach to existing boards, committees and commissions with direct connections to underrepresented populations.

In addition, the University of Oregon will be conducting a Participatory Research Program under the direction of Professor Gerardo Sandoval to develop new opportunities to engage traditionally underrepresented communities. These initiatives will be used to better inform the development of a Triple Bottom Line Analysis tool and associated resources, including Equity Maps, as well as the consideration of equity issues in greenhouse gas planning activities planned under this Project.

In keeping with this focus, the Project Manager and Project Steering Committee shall make an effort to seek out and consider the needs of those traditionally underrepresented populations. Further, based upon the outcomes of the Baseline Assessment of Public Engagement, the Project Manager and Project Steering Committee shall investigate a range of techniques that more specifically target traditionally underrepresented populations and make it easier for people to express their opinions and influence decisions within the planning process.

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## **8. Resources and Financing**

Any endeavor involving the transfer of funds will follow normal procurement or other appropriate processes as described in written agreements between representatives of the organizations involved. Specific subagreements between Lane Council of Governments and implementing organizations will specify procedures for the transfer of funds.

As part of the contract for grant activities that was executed between the US Department of Housing and Urban Development Office of Sustainable Housing and Communities and Lane Council of Governments, the following Parties are programmed to receive grant funding in support of work activities associated with the completion of project tasks:

- Lane Transit District
- City of Eugene
- City of Springfield
- St. Vincent de Paul
- University of Oregon, Sustainable Cities Initiative
- University of Oregon, Community Planning Workshop
- Lane County
- Central Lane Metropolitan Planning Organization
- Lane Council of Governments

These agencies are also obligated to provide match in the form of in-kind work or cash.

The contract for grant activities that was executed between the US Department of Housing and Urban Development Office of Sustainable Housing and Communities and Lane Council of Governments, also identified the following Parties as providing match in the form of in-kind work or cash to support work activities associated with the completion of project tasks:

- Housing And Community Service Agency of Lane County
- Oregon Department of Transportation
- Eugene Water & Electric Board

Nothing set forth herein constitute a commitment to provide match services beyond the amounts specified in the contract and terms and conditions between the US Department of Housing and Urban Development Office of Sustainable Housing and Communities and Lane Council of Governments. Furthermore a party may discontinue match services whenever the reimbursement payments come in arrears or do not equal the amounts set forth in the Subgrantee Contract terms with the Lane Council of Governments

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## **9. Duration**

This Memorandum of Understanding will be effective as of the day it is signed. The Memorandum of Understanding is entered into for a duration of 36 months. The duration of this Memorandum of Understanding may be extended beyond the Subgrantee Contract terms or terms of the Memorandum of Understanding, at any time prior to that date, by written agreement of the Parties, for such period or periods as are deemed appropriate.

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## **10. Modification of Work Program**

Any modification concerning the content of this Memorandum of Understanding regarding, among others, the scope of work, the task divisions, and the deadlines (see Attachment 1) may only be made by joint agreement of the concerned Parties and approval of the Project Manager. These modifications will be the object of a rider signed by the authorized representatives of the Parties in question.

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## **11. Disputes**

The Parties agree to use best efforts to resolve disputes in an informal manner. The Project Manager shall serve to facilitate conflict resolution between members of the Consortium, where needed, and the Parties agree to promptly bring forward issues of concern to the Project Manager.

Where the Parties agree that a dispute cannot be resolved within the Consortium process, the Project Manager will develop a conflict resolution process for consideration by the Consortium. Such a process would, to the extent possible, reflect existing conflict resolution processes currently utilized by the Parties involved.

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## **12. Addition of Parties to the Consortium**

Any entity may approach the Project Manager to join the Consortium at any time. The Project Manager, after consultation with the Project Steering Committee, is authorized to amend the Memorandum of Understanding and to add new members on behalf of the entire Consortium. Any new Party that enters the Consortium must agree to sign the Memorandum of Understanding.

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## **13. Removal or Withdrawal from the Consortium**

### ***13.1 Removal of Parties***

The Project Manager shall work to ensure that all Parties are complying with the terms of this Memorandum of Understanding. If a concern about performance exists, the Project Manager shall work with the Lead staff to resolve issues of concern. If the concerns persist, the Project Manager will work with the Party's administration or policy board to resolve issues of concern.

Where the Project Manager determines that the concerns can be resolved within this process, the Project Manager may request the Project Steering Committee to take action to remove the Party from the Consortium. The Project Steering Committee may, after a two-thirds majority vote of the full Project Steering Committee in favor of termination, and via a written notice served on the Party, terminate a Party's membership of the Consortium, if the Party:

- Is in material breach of any of the terms of this Memorandum of Understanding and, where the breach is capable of remedy, the Party fails to remedy such breach within 30 days' service of a written notice specifying the breach and requiring it to be remedied; or
- In the opinion of a majority of the Project Steering Committee, is incompetent, commits any act of gross or persistent misconduct and/or neglects or omits to perform any of its duties or obligations under this Memorandum of Understanding; or
- Fails or refuses after written warning from the Project Steering Committee to carry out the duties or obligations reasonably and properly required of it under this Memorandum of Understanding.

Any removal of Parties shall be subject to the approval of the US Department of Housing and Urban Development Office of Sustainable Housing and Communities.

### ***13.2 Withdrawal of Parties***

Before any Party terminates their participation in this agreement, the Party must give the Consortium notice of its desire to withdraw and must presents its reasons for withdrawal to the Consortium. All Parties commit to work to preserve the Consortium, and wherever it is consistent with the goals of the Consortium, to accommodate the concerns of any Party who is seeking to withdraw, in order to prevent such a withdrawal and preserve the Consortium.

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## **14. Severability**

If any provision of this Memorandum of Understanding or its application to any Party or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Memorandum of Understanding that can be given effect without the invalid provision or application, and to this end the provisions of this Memorandum of Understanding are severable.

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## **15 Force Majeure**

No Party will be deemed to be in breach of this Memorandum of Understanding, nor otherwise liable to the other for any failure or delay in performance of this Memorandum of Understanding if it is due to any event beyond its reasonable control including, without limitation, acts of God, war, fire, flood, tempest and national emergencies and a Party so delayed shall be entitled to a reasonable extension of time for performing such obligations.

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## **16. Assignment**

Save as permitted for under this Memorandum of Understanding, neither this Memorandum of Understanding nor any of the rights and obligations under it may be sub-contracted or assigned by any Party without obtaining the prior written consent of the other Parties. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Memorandum of Understanding and agrees to be bound to all the terms of this Memorandum of Understanding.

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## **17. Amendment**

This Memorandum of Understanding may be amended at any time by written agreement of the Parties. No variation to this Memorandum of Understanding shall be effective unless in writing signed by a duly authorized officer of each of the written Parties. Any variation during the term of the Project shall be subject to the approval of the US Department of Housing and Urban Development Office of Sustainable Housing and Communities.

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## **18. Counterparts**

For purposes of this Agreement, facsimile and electronic signatures of authorized representatives of the Parties, including such signatures in counterparts, are acceptable.

AS WITNESS the Parties have caused this MEMORANDUM OF UNDERSTANDING to be duly signed by the undersigned authorized representatives the day and year first above written.

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**Mark Pangborn, General Manager  
Lane Transit District**

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**John Ruiz, City Manager  
City of Eugene**

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**Gino Grimaldi, City Manager  
City of Springfield**

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**Terry McDonald, Executive Director  
St. Vincent de Paul**

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**Robert Liberty, Executive Director  
Sustainable Cities Initiative**

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**Liane Richardson, Acting County Administrator  
Lane County**

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**Larry Abel, Executive Director  
Housing And Community Service Agency  
Agency of Lane County**

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**George Kloeppe, Executive Director  
Metropolitan Planning Organization**

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**George Kloeppe, Executive Director  
Lane Council of Governments**

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**Jerri Bohard, Operations Deputy Director  
Oregon Department of Transportation**

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**Steve Newcomb, Environmental Manager  
Eugene Water & Electric Board**

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**Bob Parker, Director  
Community Planning Workshop**

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Agreements\DRAFT LLC MOU 04.13.11.doc  
Last Saved: Tuesday, May 03, 2011*

## **Chapter IV**

### ***Metro Plan Review, Amendments, and Refinements***

The *Metro Plan* is the long-range public policy document which establishes the broad framework upon which Eugene, Springfield, and Lane County make coordinated land use decisions. While the *Metro Plan* is the basic guiding land use policy document, it may be amended from time to time. Likewise, the *Metro Plan* may be augmented and implemented by more detailed refinement plans and regulatory measures.

#### **Goal**

Ensure that the *Metro Plan* is responsive to the changing conditions, needs, and attitudes of the community.

#### **Findings, Objectives, and Policies**

##### **Findings**

1. If the *Metro Plan* is to maintain its effectiveness as a policy guide, it must be adaptable to the changing needs and circumstances of the community.
2. Between *Metro Plan* updates, changes to the *Metro Plan* may occur through Periodic Review and amendments initiated by the governing bodies and citizens.
3. Refinements to the *Metro Plan* are necessary in certain geographical portions of the community where there is a great deal of development pressure or for certain special purposes.
4. Refinement plans augment and assist in the implementation of the *Metro Plan*.

##### **Objectives**

1. Maintain a schedule for monitoring, reviewing, and amending the Metropolitan Area General Plan so it will remain current and valid.
2. Maintain a current land use and parcel information base for monitoring and updating the Metropolitan Area General Plan.
3. Prepare refinement and functional plans that supplement the Metropolitan Area General Plan.



## Policies

1. A special review, and if appropriate, *Metro Plan* amendment, shall be initiated if changes in the basic assumptions of the *Metro Plan* occur. An example would be a change in public demand for certain housing types that in turn may affect the overall inventory of residential land.
2. The regional land information database shall be maintained on a regular basis.
3. All amendments to the *Metro Plan* shall be classified as a Type I or Type II amendment depending upon the specific changes sought by the initiator of the proposal.
  - a. A Type I amendment shall include any change to the urban growth boundary (UGB) or the *Metro Plan* Plan Boundary (Plan Boundary) of the *Metro Plan*; any change that requires a goal exception to be taken under Statewide Planning Goal 2 that is not related to the UGB expansion; and any amendment to the *Metro Plan* text that is non-site specific.
  - b. A Type II amendment shall include any change to the *Metro Plan* Diagram or *Metro Plan* text that is site specific and not otherwise a Type I category amendment.
  - c. Adoption or amendment of some refinement plans, functional plans, or special area plans may, in some circumstances, be classified as Type I or Type II amendments. Amendments to the *Metro Plan* that result from state mandated Periodic Review or *Metro Plan* updates also shall be classified as Type I or Type II amendments depending upon the specific changes that would result from these actions.
4. Initiation of *Metro Plan* amendments shall be as follows:
  - a. A Type I amendment may be initiated at the discretion of any one of the three governing bodies. (Note: this correction reflects adopted ordinance and code.)
  - b. A Type II amendment may be initiated at the discretion of any one of the three governing bodies or by any citizen who owns property that is subject of the proposed amendment.
  - c. Only a governing body may initiate a refinement plan, a functional plan, a special area study or Periodic Review or *Metro Plan* update.
  - d. The governing bodies of the three metropolitan jurisdictions may initiate an amendment to the *Metro Plan* at any time. Citizen initiated Type II amendments may be initiated at any time.

5. The approval process for *Metro Plan* amendments, including the number of governing bodies who participate and the timeline for final action, will vary depending upon the classification of amendment and whether a determination is made that the proposed amendment will have Regional Impact.
- a. All three governing bodies must approve non-site-specific text amendments; site specific *Metro Plan* Diagram amendments that involve a UGB or Plan Boundary change that crosses the Willamette or McKenzie Rivers or that crosses over a ridge into a new basin; and, amendments that involve a goal exception not related to a UGB expansion.
  - b. A site specific Type I *Metro Plan* amendment that involves a UGB expansion or Plan Boundary change and a Type II *Metro Plan* amendment between the city limits and Plan Boundary, must be approved by the home city and Lane County (Springfield is the home city for amendments east of I-5 and Eugene is the home city for amendments west of I-5). The non-home city will be sent a referral of the proposed amendment and, based upon a determination that the proposal will have Regional Impact, may choose to participate in the decision. Unless the non-home city makes affirmative findings of Regional Impact, the non-home city will not participate in the decision.
  - c. An amendment will be considered to have Regional Impact if:
    - (1) It will require an amendment to a jointly adopted functional plan [*Eugene-Springfield Metropolitan Area Transportation Plan (TransPlan)*, *Eugene-Springfield Public Facilities and Services Plan (Public Facilities and Services Plan)*, etc.] in order to provide the subject property with an adequate level of urban services and facilities; or
    - (2) It has a demonstrable impact on the water, storm drainage, wastewater, or transportation facilities of the non-home city; or
    - (3) It affects the buildable land inventory by significantly adding to Low Density Residential (LDR), Campus Industrial (CI), Light-Medium Industrial (LMI), or Heavy Industrial (HI) designations or significantly reducing the Medium Density Residential (MDR), High Density Residential (HDR), or Community Commercial (CC) designations.
  - d. A jurisdiction may amend a *Metro Plan* designation without causing Regional Impact when this action is taken to: compensate for reductions in buildable land caused by protection of newly discovered natural resources within its own jurisdiction; or accommodate the contiguous expansion of an existing business with a site-specific requirement.
  - e. Decisions on all Type II amendments within city limits shall be the sole responsibility of the home city.

6. Public hearings by the governing bodies for *Metro Plan* amendments requiring participation from one or two jurisdictions shall be held within 120 days of the initiation date. *Metro Plan* amendments that require a final decision from all three governing bodies shall be concluded within 180 days of the initiation date. When more than one jurisdiction participates in the decision, the Planning Commissions of the participating jurisdictions shall conduct a joint public hearing and forward that record and their recommendations to their respective elected officials. The elected officials also shall conduct a joint public hearing prior to making a final decision. The time frames prescribed in connection with Type II *Metro Plan* amendment processes can be waived if the applicant agrees to the waiver.
7. If all participating jurisdictions reach a consensus to approve a proposed amendment, substantively identical ordinances affecting the changes shall be adopted. Where there is a consensus to deny a proposed amendment, it may not be re-initiated, except by one of the three governing bodies, for one year. Amendments for which there is no consensus shall be referred to the Metropolitan Policy Committee (MPC) for additional study, conflict resolution, and recommendation back to the governing bodies.
8. Adopted or denied *Metro Plan* amendments may be appealed to the Oregon Land Use Board of Appeals (LUBA) or the Department of Land Conservation and Development (DLCD) according to applicable state law.
9. The three metropolitan jurisdictions shall jointly develop and adopt *Metro Plan* amendment application procedures and a fee schedule.
10. *Metro Plan* updates shall be initiated no less frequently than during the state required Periodic Review of the *Metro Plan*, although the governing bodies may initiate an update of the *Metro Plan* at any time.
11. In addition to the update of the *Metro Plan*, refinement studies may be undertaken for individual geographical areas and special purpose or functional elements, as determined appropriate by each governing body.
12. All refinement and functional plans must be consistent with the *Metro Plan* and should inconsistencies occur, the *Metro Plan* is the prevailing policy document.
13. Refinement plans developed by one jurisdiction shall be referred to the other two jurisdictions for their review. Either of the two referral jurisdictions may determine that an amendment to the *Metro Plan* is required.
14. Local implementing ordinances shall provide a process for zoning lands in conformance with the *Metro Plan*

## 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.

# LIVABILITYLANE

building smarter communities together

*Sustainability is our capacity as a community to grow and change, to more deeply understand the inter-relationships of our human, economic, and natural systems, and to make the decisions today that ensure our viability and resilience for tomorrow.*

*The Lane Livability Consortium*

## **Purpose Statement**

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To build upon our successes and to further integrate sustainability throughout our region, within our organizations, our guiding documents, and into our decision-making. To develop expertise, tools, and processes that will be implemented to enhance livability, ensure social equity, and build a healthy local economy as integrated and efficient systems within the following key program areas.

- The Lane Livability Consortium
- Equitable and Inclusive Public Engagement
- Integration of Housing/Economic Development/Transportation;
- Climate Change and Public Health
- Strategic Infrastructure Investments
- Capacity Building

## **Background**

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Since 1973, Oregon has maintained a strong statewide program for land use planning. The foundation of that program is a set of 19 Statewide Planning Goals that express the state's approach on issues ranging from Citizen Involvement, Agricultural and Forest Lands, to Economic Development, Housing, and Transportation. Other pertinent Statewide Planning Goals address Natural Resources, Scenic and Historic Areas, and Open Spaces; Air, Water and Land Resources Quality; and Energy Conservation.

In the Eugene-Springfield metropolitan area, the Eugene-Springfield Metropolitan Area General Plan, or *Metro Plan*, has been developed in accordance with the statewide planning goals. The *Metro Plan* is the basic guiding land use policy document, providing an overall framework supplemented by more detailed refinement plans, programs, and policies. The *Metro Plan* and its concurrent and complementing plans address each of the stated objectives of a Regional Plan for Sustainable Development within the metropolitan area.

In order to advance our Regional Plan for Sustainable Development, this project will address two types of gaps in the current *Metro Plan*: process-related gaps and planning content gaps. The first goal will be to better integrate the component pieces within and between agencies by addressing conflicting boundaries and their correlating decision-making structure; developing strategies for increased collaboration and integration of key plan components. Secondly, by building our capacity for more collaborative discussions we will be prepared to take on the content-specific gaps, which include climate change and greenhouse gas emission reduction, public health, and social equity.

**Lane Livability Consortium.** The primary mechanism for advancing the *Metro Plan* will be creation of an interagency and interdisciplinary coalition—the **Lane Livability Consortium**—to provide a **regional forum** for sustainable community planning and development. Specific program areas for Consortium efforts include comprehensive and inclusive public engagement, establishing a baseline for measuring the success of future sustainability efforts, building organizational capacity locally and statewide, and identifying a process to make more strategic regional investments in support of sustainability primarily in the areas of housing, transportation and economic development. Effective engagement of a diverse set of regional stakeholders will be a core component of our work in assessing and addressing the gaps in the current Regional Plan for Sustainable Development.

Members of the Consortium include the Central Lane Metropolitan Planning Organization (MPO), Lane Council of Governments (LCOG), City of Eugene, City of Springfield, Lane County, Lane Transit District, St. Vincent de Paul Society of Lane County, University of Oregon (UO) Sustainable Cities Initiative, Housing and Community Services Agency of Lane County (HACSA), the Eugene Water & Electric Board, and the Oregon Department of Transportation (ODOT). It is anticipated that additional jurisdictions and interests will be added as needed throughout the project.

## **Work Activities**

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**Sustainability Baseline Assessment.** The UO Sustainable Cities Initiative will lead the Consortium effort to produce a two-part Sustainability Baseline Assessment with one component focusing on public engagement strategies and one on existing plans. This will allow the region to identify strengths, gaps and barriers in our existing sustainability efforts, and to develop new opportunities to engage traditionally underrepresented communities.

**Climate Change Planning.** LCOG will support the Central Lane MPO and partner agencies in developing a regional approach to address the MPO Greenhouse Gas planning requirements of Oregon House Bill 2001 and Oregon Senate Bill SB 1059. This work will include significant data and modeling development, research of equity considerations related to reducing Greenhouse Gas (GHG) emissions, and the development of scenario planning methodology, GHG Reduction Strategies, and Regional Decision-Making models.

**SMART COMMUNITIES: Closing the Gaps.** LCOG, working with partner agencies, will develop new strategies and new models for more integrated planning and decision-making, especially related to the focus areas of housing, transportation, and economic development. This work will build on the recommendations from the Sustainability Baseline Assessments and will include the development of a triple bottom line analysis tool and accompanying resources, such as an Equity Atlas, as well as recommendations for new strategies related to climate change, public health, and social equity, as well as a comprehensive set of practices, planning processes, and decision-making tools that the partner jurisdictions can use to orchestrate changes in their respective policies and protocols. The Consortium will also examine the issue of conflicting boundaries and how this issue impacts decision-making, in order to develop consensus on how best to define the region to support more sustainable outcomes.



This work will also include the development of performance measures for evaluating progress in regional sustainability. The Consortium will also develop new capacity-building tools and strategies, including training modules, a leadership-building program, and a Sustainability Toolkit that focuses on integrated planning, funding and decision-making, and full-cost accounting measures that consider the social, environmental and economic costs and benefits of policy decisions and funding allocations. This will ensure that community members have the skills, resources and assurances needed to develop plans and programs that address economic, environmental and social problems and opportunities and direct investments that are supportive of the community's vision.

**MOVING PLANS TO ACTIONS.** LCOG, in collaboration with the UO Sustainable Cities Initiative, will lead the Consortium effort to develop a Regional Sustainability Community Investment Strategy that will better link key housing, transportation, economic development and other infrastructure investments. This work includes cataloguing and evaluating planned capital investments and available funding sources to develop draft and final Implementation and Financing Plans and refining the Triple Bottom Line Analysis Tools to consider how best to equitably distribute infrastructure, amenities and services, ensure that public revenue sources are economically sustainable, promote equity, foster healthy ecosystems and create communities of opportunity.

These new investment strategies, processes and tools will be put into action with the development of a concept plan and preliminary budget for a catalytic capital project or set of projects based on the opportunities identified in the Regional Investment Strategy. This project will require significant agency collaboration and stakeholder involvement, and will include detailed project scoping, preliminary project review and analysis, Triple Bottom Line Assessment, as well as development of capital and operating costs estimates and identification of preliminary funding sources. Implementation agreements will be secured to implement the project.

# LIVABILITYLANE

PHASE I		LANE LIVABILITY CONSORTIUM
TASK 1.0		Lane Livability Consortium
<b>Task 1.1</b>		<b>Program/Purpose</b>
<i>Purpose</i>		To develop a clear message about project's purpose and outcomes for use by Consortium members in promoting the project, building constituencies, and completing tasks.
<i>Goal(s)</i>		➤ Consortium and Stakeholder Support
<i>Activities</i>		Draft Project Overview, discussions at Consortium Meetings,
<i>Public Info/Invo</i>		For information only.
<i>Products</i>		<input type="checkbox"/> Project Overview (draft completed)
<i>Lead Agency/Staff</i>		LCOG
<i>Other Participants</i>		Consortium members (all)
<i>Timing</i>		First 3 months.
<b>Task 1.2</b>		<b>Organizational Structure</b>
<i>Purpose</i>		To define an organizational structure for the Consortium, including an internal operating structure, and a structure for working within a regional policy framework for communication, decision-making, and implementation.
<i>Goal(s)</i>		➤ Operational efficiency and excellence.
<i>Activities</i>		Draft structure for review and acknowledgement by Consortium members. Ongoing communication as needed.
<i>Public Info/Invo</i>		For information only.
<i>Products</i>		<input type="checkbox"/> Bylaws and Organization Chart/Graphic
<i>Lead Agency/Staff</i>		LCOG
<i>Other Participants</i>		Consortium members (all)
<i>Timing</i>		First 3 months.
<b>Task 1.3</b>		<b>Communications Plan</b>
<i>Purpose</i>		To clarify roles and responsibilities for internal and external communications. To identify stakeholder audiences and information/messaging needs and opportunities.
<i>Goal(s)</i>		➤ Accurate and timely information. ➤ Internal and external stakeholder support, education, and participation.
<i>Activities</i>		Draft communications plan for review and acknowledgment by Consortium members. Include training components as needed.
<i>Public Info/Invo</i>		For information only.
<i>Products</i>		<input type="checkbox"/> Stakeholder Database <input type="checkbox"/> Consortium Member Contact List <input type="checkbox"/> Internal Consortium Communications Plan <input type="checkbox"/> External Communications Plan
<i>Lead Agency/Staff</i>		LCOG
<i>Other Participants</i>		Consortium members (public information expertise)
<i>Timing</i>		First 3-6 months, with on-going implementation of Communication Plans

<b>Task 1.4</b>		<b>Focus Area/Teams</b>
	<i>Purpose</i>	To identify range of focus areas and teams responsible for leadership for specific interest areas, activities and/or products.
	<i>Goal(s)</i>	➤ Operational efficiency and excellence.
	<i>Activities</i>	Consortium meeting discussions.
	<i>Public Info/Invo</i>	For information only.
	<i>Products</i>	<input type="checkbox"/> Team/Focus Area Roster (people, purpose)
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members (all)
	<i>Timing</i>	First 3-6 months, with on-going Team Meetings as needed
<b>Task 1.5</b>		<b>Other Partners/Stakeholders</b>
	<i>Purpose</i>	To continue to build the Consortium with additional partners and stakeholders as may be needed to meet the long range goals of the project.
	<i>Goal(s)</i>	➤ Stakeholder Participation and Support
	<i>Activities</i>	Stakeholder identification, ongoing public information, presentations, outreach.
	<i>Public Info/Invo</i>	Key component of overall public involvement program.
	<i>Products</i>	<input type="checkbox"/> Informational packets <input type="checkbox"/> Existing electronic and printed newsletters/memos <input type="checkbox"/> Stakeholder information updates.
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members (all)
	<i>Timing</i>	Ongoing Project Activity
<b>Task 1.6</b>		<b>Meetings/Project Management</b>
	<i>Purpose</i>	To provide a regional forum for sustainable community planning and development, and to help build capacity of staff, agencies and decision-makers towards sustainable outcomes.
	<i>Goal(s)</i>	➤ Operational efficiency and excellence.
	<i>Activities</i>	Scheduling, convening, facilitating, and documenting Consortium meetings. Managing day-to-day activities, including contract administration and program leadership. Facilitate ongoing communications and information exchange within the Consortium and with stakeholders, including management of on-line collaboration tool.
	<i>Public Info/Invo</i>	None.
	<i>Products</i>	<input type="checkbox"/> Meeting agendas, materials, and summary notes/reports. Public notices, as needed. <input type="checkbox"/> Billing narratives and invoices and bi-annual HUD-mandated reports.
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members (all)
	<i>Timing</i>	Ongoing Project Activity

<b>Task 1.7</b>		<b>Public Engagement Groundwork</b>
	<i>Purpose</i>	To prepare for informing the public and interested parties about the activities of the Lane Livability Consortium.
	<i>Goal(s)</i>	➤ Community support for program and efforts of Lane Livability Consortium
	<i>Activities</i>	Develop website and begin preparing public engagement materials, including fact sheets, press releases, and other materials. Ongoing communication including website posting, public presentations, newsletters or other media (throughout the project).
	<i>Public Info/Invo</i>	Website, logo, tagline, fact sheets, press releases, and other materials. Create and maintain an interested parties list. Translate materials, as needed. Integrate recommendations from Task 1.3 (External Communications Plan). Adapt materials and processes, as needed, over the course of the project to integrate findings from Task 2.2 (Sustainability Assessment of Public Engagement) and Task 3.2 (Equity Considerations).
	<i>Products</i>	<input type="checkbox"/> Program website <input type="checkbox"/> Fact sheets, press releases, and other materials <input type="checkbox"/> Presentation(s) <input type="checkbox"/> Interested Parties List.
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members (all)
	<i>Timing</i>	Ongoing Project Activity
<b>Task 1.8</b>		<b>Data Plan</b>
	<i>Purpose</i>	To assess existing data collection and determine whether any gaps exist for measuring long-term outcomes as identified in the grant.
	<i>Goal(s)</i>	➤ Successful long-term outcomes for livability.
	<i>Activities</i>	Inventory and assess existing data sources and performance measures within Consortium agencies and regionally. Identify gaps in data sources. Completion of data plan, including ongoing data collection and data sharing agreements for measuring long-term outcomes. Investigate opportunities for data visualization techniques.
	<i>Public Info/Invo</i>	Seek input from key stakeholder groups (climate change, public health, sustainability, energy, equity, economic development, other)
	<i>Products</i>	<input type="checkbox"/> Data Inventory <input type="checkbox"/> Final Data Plan
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	<input type="checkbox"/> Consortium members (all)
	<i>Timing</i>	Months 6-12, with ongoing efforts to collect baseline data.

PHASE II		SUSTAINABILITY BASELINE ASSESSMENT
Task 2.0		Sustainability Assessment: Public Engagement
Task 2.1		Framework
	<i>Purpose</i>	To develop a framework for assessing current public engagement activities within the region, focusing on access and participation levels of typically underrepresented groups and individuals.
	<i>Goal(s)</i>	➤ Equitable public engagement strategies and outcomes.
	<i>Activities</i>	Consortium meeting(s), research, draft framework for review and comment, final framework documentation.
	<i>Public Info/Invo</i>	Seek input from key stakeholder groups (public involvement practitioners, human rights organizations, human services providers, minorities, other.
	<i>Products</i>	<input type="checkbox"/> Public engagement assessment framework (draft and final)
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members (social services, human rights, equity, and public involvement focus)
	<i>Timing</i>	First 3-6 months.
Task 2.2		Assess Existing Programs
	<i>Purpose</i>	To assess current public engagement activities within the region, focusing on access and participation levels of typically underrepresented groups and individuals. To identify areas for improvement. Develop new and/or expanded public engagement tools, materials and processes based upon results of evaluation.
	<i>Goal(s)</i>	➤ Equitable public engagement strategies and outcomes.
	<i>Activities</i>	Inventory and assess existing public engagement programs, activities, and policies within Consortium agencies and regionally.
	<i>Public Info/Invo</i>	Engage key stakeholders in evaluation process, review and discussion of findings, draft recommendations for improvements.
	<i>Products</i>	<input type="checkbox"/> Program Inventory <input type="checkbox"/> Program Assessment(s) <input type="checkbox"/> Draft Assessment document for review and comment <input type="checkbox"/> Final Public Engagement Assessment <input type="checkbox"/> New, revised and/or expanded public engagement tools, materials, and processes. <input type="checkbox"/> Toolkit #1: Sustainability in Public Outreach
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members and identified partners/stakeholders (social services, human rights, equity, and public involvement focus)
	<i>Timing</i>	Months 6-12

<b>Task 2.3</b>		<b>Participatory Research Program</b>
	<i>Purpose</i>	Bring Latino community views and perspectives into a participatory regional civic engagement process by recruiting a core group of Latino leaders to participate in regional planning efforts, providing recommendations for Consortium members to increase interaction with members of the Latino community, and identify social and economic indicators important to the Latino community.
	<i>Goal(s)</i>	➤ Equitable public engagement strategies and outcomes.
	<i>Activities</i>	Engage the Latino community through workshops, informal focus groups, in-depth interviews, and other participatory techniques.
	<i>Public Info/Invo</i>	Engage key stakeholders in evaluation process (e.g. El Centro LatinoAmericano), review and discussion of findings, draft recommendations for improvements.
	<i>Products</i>	<input type="checkbox"/> Recommendations for increasing interactions between officials/staff and the Latino community <input type="checkbox"/> Recommendations for social and economic indicators important to Latino community <input type="checkbox"/> Recommendations for how the work with the Latino community can be applicable to other communities
	<i>Lead Agency/Staff</i>	UO Sustainable Cities Initiative
	<i>Other Participants</i>	Consortium members and identified partners/stakeholders (social services, human rights, equity, and public involvement focus)
	<i>Timing</i>	Months 6-12
<b>Task 3.0</b>		<b>Sustainability Assessment: Regional Plans</b>
<b>Task 3.1</b>		<b>Framework</b>
	<i>Purpose</i>	To develop an assessment framework, evaluating strategies, and processes for describing and assessing sustainability of regional plans and planning activities.
	<i>Goal(s)</i>	➤ Creation of <b>additional</b> shared elements in regional transportation, housing, water, and air quality plans tied to local comprehensive land use and capital investment plans (HUD Long-term Outcome). ➤ Improved integration of sustainability components within planning policies and processes.
	<i>Activities</i>	Consortium meeting(s), research, draft framework for review and comment, final framework documentation.
	<i>Public Info/Invo</i>	Seek input from key stakeholder groups (climate change, public health, sustainability, energy, equity, economic development, other)
	<i>Products</i>	<input type="checkbox"/> Regional Planning Assessment Framework (draft and final)
	<i>Lead Agency/Staff</i>	UO CPW
	<i>Other Participants</i>	Consortium members, with focus on City and County partners, LCOG, and MPO
	<i>Timing</i>	Months 6 to 9
	<i>Special Note</i>	Consider how the outputs from the Regional Transportation

		Options Plan could be integrated into this analysis.
<b>Task 3.2</b>		<b>Core Area Reports</b>
	<i>Purpose</i>	To collect needed data and develop findings within each core planning function (Economic Development, Affordable Housing, and Transportation), as well as supporting areas such as Natural Resources, Water Infrastructure, and Energy, to inform the Sustainability Assessment.
	<i>Goal(s)</i>	<ul style="list-style-type: none"> <li>➤ Creation of <b>additional</b> shared elements in regional transportation, housing, water, and air quality plans tied to local comprehensive land use and capital investment plans (HUD Long-term Outcome).</li> <li>➤ Improved Integration of sustainability components within planning policies and processes.</li> </ul>
	<i>Activities</i>	Data collection and research of plans and processes, documentation, presentation, review and comment
	<i>Public Info/Invo</i>	Public comment/review of draft reports.
	<i>Products</i>	<input type="checkbox"/> Economic Development Program Inventory and Assessment <input type="checkbox"/> Affordable Housing Program Inventory and Assessment <input type="checkbox"/> Transportation Program Inventory and Assessment <input type="checkbox"/> Additional Inventories and Assessments, as needed (e.g. Energy and Water, Recreation and Open Space , and Natural Resources)
	<i>Lead</i>	UO CPW (Coordination) Lane County (Economic Development) City of Eugene (Affordable Housing) Central Lane MPO (Transportation)
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 6 to 12
	<i>Special Notes</i>	Include energy, natural resources, recreation and open space plans in creation of additional shared elements in regional plans.
<b>Task 3.3</b>		<b>Integration Analysis</b>
	<i>Purpose</i>	To identify planning program areas that could be further integrated with one another to support sustainability outcomes.
	<i>Goal(s)</i>	<ul style="list-style-type: none"> <li>➤ Creation of <b>additional</b> shared elements in regional transportation, housing, water, and air quality plans tied to local comprehensive land use and capital investment plans (HUD Long-term Outcome).</li> <li>➤ Improved integration of sustainability components within planning policies and processes.</li> </ul>
	<i>Activities</i>	Data collection and research of plans and processes, documentation, presentation, review and comment
	<i>Public Info/Invo</i>	Public comment/review of draft reports.
	<i>Products</i>	Assessment of Integrated Components with Regional Planning (Draft and Final)
	<i>Lead Agency/Staff</i>	UO Sustainable Cities Initiative

	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 6 to 12
<b>Task 3.4</b>		<b>Final Sustainability Assessment</b>
	<i>Purpose</i>	To develop a final Sustainability Assessment report with recommendations for additions and revisions for existing plans and planning programs.
	<i>Goal(s)</i>	<ul style="list-style-type: none"> <li>➤ Creation of <b>additional</b> shared elements in regional transportation, housing, water, and air quality plans tied to local comprehensive land use and capital investment plans (HUD Long-term Outcome).</li> <li>➤ Improved integration of sustainability components within planning policies and processes.</li> </ul>
	<i>Activities</i>	Draft document, interviews and/or workshops with constituent groups, presentations, public comment and preparation of final documents.
	<i>Public Info/Invo</i>	Significant outreach to key stakeholders, opportunities for review and comment of findings and recommendations.
	<i>Products</i>	<input type="checkbox"/> Sustainability Assessment of Regional Planning (draft and final) <input type="checkbox"/> Toolkit #2: Sustainability Assessments
	<i>Lead Agency/Staff</i>	UO Sustainable Cities Initiative
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 9 to 15



<b>PHASE III</b>		<b>CLIMATE CHANGE PLANNING</b>
<b>TASK 4.0</b>		<b>Reducing Transportation Sector GHG Emissions</b>
<b>Task 4.1</b>		<b>Data &amp; Modeling</b>
	<i>Purpose</i>	To assess, obtain and implement the data and the modeling tools necessary to conduct planning to reduce transportation sector GHG emissions within the MPO region. To train local and MPO staff as needed to use modeling and other technological tools for GHG planning purposes.
	<i>Goal(s)</i>	➤ Ensure compliance with section 38 of Oregon SB 1059.
	<i>Activities</i>	Inventory of needed data, identified data sources, and data acquisition plan. Development of appropriate modeling tools. Staff training programs. Coordination with other Oregon MPOs and ODOT.
	<i>Public Info/Invo</i>	For information only.
	<i>Products</i>	<input type="checkbox"/> GHG Data Plan <input type="checkbox"/> GHG Modeling Plan <input type="checkbox"/> GHG Modeling and Technologies Training Program
	<i>Lead Agency/Staff</i>	Central Lane MPO
	<i>Other Participants</i>	LCOG, ODOT, LTD, Eugene, Springfield, Lane County (transportation and land use planners, GIS)
	<i>Timing</i>	First 12-18 months
<b>Task 4.2</b>		<b>Equity Considerations</b>
	<i>Purpose</i>	To assess the potential impacts on Title VI populations relative to various GHG reduction strategies.
	<i>Goal(s)</i>	➤ Equitable GHG Reduction Policies and Programs
	<i>Activities</i>	Environmental justice assessments, demographic and socioeconomic research and analysis, and stakeholder input. Coordination with ODOT regarding Statewide GHG policies.
	<i>Public Info/Invo</i>	Involve Title VI/EJ stakeholders in research and analysis. Provide opportunities for public review and comment of findings and recommendations.
	<i>Products</i>	<input type="checkbox"/> Memo summarizing findings and presenting recommendations and/or evaluation methodologies.
	<i>Lead Agency/Staff</i>	MPO
	<i>Other Participants</i>	LCOG, ODOT, LTD, Eugene, Springfield, Lane County, St. Vincent de Paul (social service, human rights interests)
	<i>Timing</i>	Months 12-15
<b>Task 4.3</b>		<b>Land Use/Transportation</b>
	<i>Purpose</i>	To identify best practices for more integrated land use and transportation planning.
	<i>Goal(s)</i>	➤ Effective GHG scenario planning processes.
	<i>Activities</i>	Assessment of current transportation and land use planning in the Central Lane MPO. Research of best practices and development of recommended planning process improvements.

	<i>Public Info/Invo</i>	Provide opportunities for public review and comment on findings and recommendations. Consider including recommendations for public involvement in support of land use/transportation integration.
	<i>Products</i>	<input type="checkbox"/> Memo summarizing findings and presenting recommendations and/or evaluation methodologies.
	<i>Lead Agency/Staff</i>	MPO
	<i>Other Participants</i>	LCOG, ODOT, LTD, Eugene, Springfield, and Lane County transportation and land use planners.
	<i>Timing</i>	Months 12-15
<b>Task 4.4</b>		<b>Scenario Planning Methodology</b>
	<i>Purpose</i>	To identify a preferred methodology for conducting scenario planning in the Central Lane MPO for the purposes of GHG reduction.
	<i>Goal(s)</i>	➤ Reducing transportation sector GHG emissions in compliance with Oregon HB 2001 and SB 1059
	<i>Activities</i>	Presentation, evaluation, and selection of scenario planning methodology, baseline inputs, planning variables to be tested, and evaluation criteria.
	<i>Public Info/Invo</i>	Community-wide public information and involvement, including planning commissions. Included in Task 4.7 below.
	<i>Products</i>	<input type="checkbox"/> Scenario Planning Methodology Presentations <input type="checkbox"/> Recommended Methodology
	<i>Lead Agency/Staff</i>	MPO
	<i>Other Participants</i>	LCOG, ODOT, LTD, Eugene, Springfield, and Lane County transportation and land use planners.
	<i>Timing</i>	Months 15 -21
<b>Task 4.5</b>		<b>GHG Reduction Strategies</b>
	<i>Purpose</i>	To develop a set of locally relevant and feasible GHG reduction strategies for use in scenario planning.
	<i>Goal(s)</i>	➤ Reducing transportation sector GHG emissions in compliance with Oregon HB 2001 and SB 1059
	<i>Activities</i>	Presentation, evaluation, and selection of GHG Reduction Strategies to be tested in regional scenario planning based upon the GHG Planning Toolkit developed by ODOT and DLCDC.
	<i>Public Info/Invo</i>	Community-wide public information and involvement, including planning commissions. Included in Task 4.7 below.
	<i>Products</i>	<input type="checkbox"/> GHG Toolkit Presentations <input type="checkbox"/> Recommended GHG Reduction Strategies
	<i>Lead Agency/Staff</i>	MPO
	<i>Other Participants</i>	ODOT, LTD, Eugene, Springfield, and Lane County
	<i>Timing</i>	Months 15-21

<b>Task 4.6</b>		<b>Regional Decision-Making</b>
	<i>Purpose</i>	To develop a recommended process for cooperatively selecting a preferred alternative.
	<i>Goal(s)</i>	➤ Reducing transportation sector GHG emissions in compliance with Oregon HB 2001 and SB 1059
	<i>Activities</i>	Discussions with local jurisdictions to develop draft recommendations. Presentations and discussions with decision-makers, such as Eugene and Springfield City Councils, Lane County Board of Commissioners, Lane Area Commission on Transportation, Joint Elected Officials, and/or LCOG Board of Directors.
	<i>Public Info/Invo</i>	Community-wide public information and involvement, including planning commissions. Included in Task 4.7 below.
	<i>Products</i>	<input type="checkbox"/> Presentation(s) <input type="checkbox"/> Draft Recommendations <input type="checkbox"/> Final Recommendations and draft IGA's.
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	All Consortium members
	<i>Timing</i>	Months 15-22
<b>Task 4.7</b>		<b>Climate Change/GHG Reduction Public Outreach</b>
	<i>Purpose</i>	To inform, educate, and involve the community in regional GHG reduction efforts specific to the transportation sector.
	<i>Goal(s)</i>	➤ Community support for scenario planning, GHG emissions strategies and decision-making processes.
	<i>Activities</i>	Website development and maintenance; outreach to existing stakeholder groups; community-wide workshop and/or open house.
	<i>Public Info/Invo</i>	Ensure public outreach integrates findings from Task 2.2 (Sustainability Assessment of Public Engagement) and Task 3.2 (Equity Considerations)
	<i>Products</i>	<input type="checkbox"/> Project Website GHG Component <input type="checkbox"/> Public involvement materials, including presentations, fact sheets, comment sheets. <input type="checkbox"/> Public comment summary report(s)
	<i>Lead Agency/Staff</i>	MPO
	<i>Other Participants</i>	All Consortium members
	<i>Timing</i>	Months 19-22
<b>Task 4.8</b>		<b>Toolkit Chapter 3</b>
	<i>Purpose</i>	To develop a toolkit for local jurisdictions to conduct scenario planning in compliance with the requirements of Oregon HB 2001 and SB 1059 to reduce transportation sector GHG emissions.
	<i>Goal(s)</i>	➤ Reducing transportation sector GHG emissions in compliance with Oregon HB 2001 and SB 1059
	<i>Activities</i>	Documentation of final recommended GHG planning components, including data and modeling requirements, equity considerations,

		land use/transportation planning integration strategies, scenario planning methodology, GHG reduction strategies, regional decision-making, and public outreach and engagement.
	<i>Public Info/Invo</i>	None. For information only.
	<i>Products</i>	<input type="checkbox"/> GHG Planning Toolkit
	<i>Lead Agency/Staff</i>	MPO
	<i>Other Participants</i>	LCOG, ODOT, Eugene, Springfield, Lane County, and LTD
	<i>Timing</i>	Months 22-24

PHASE IV		SMART COMMUNITIES: Closing the Gaps
TASK 5.0		Triple Bottom Line Analysis
Task 5.1		Triple Bottom Line Tool
	<i>Purpose</i>	To develop a tool that provides a framework for considering environmental, economic and human outcomes in policy and decision making, recognizing that issues and topics cannot be evaluated or addressed in isolation; using sustainability as a unifying concept to integrate and connect topics.
	<i>Goal(s)</i>	<ul style="list-style-type: none"> <li>➤ Creation of <b>additional</b> shared elements in regional transportation, housing, water, and air quality plans tied to local comprehensive land use and capital investment plans (HUD Long-term Outcome).</li> <li>➤ Improved integration of sustainability components within planning policies and processes.</li> </ul>
	<i>Activities</i>	Research and evaluation of existing triple bottom line assessment tools, including use for policy, process and capital projects; presentation to Consortium; development of preferred tool
	<i>Public Info/Invo</i>	Provide opportunities for public review and comment, presentations and discussions with key policy stakeholders
	<i>Products</i>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Research findings and preliminary recommendations</li> <li><input type="checkbox"/> Draft Triple Bottom Line Tool</li> <li><input type="checkbox"/> Final Triple Bottom Line Tool, including instructions, data needs, training tools</li> </ul>
	<i>Lead Agency/Staff</i>	UO Sustainable Cities Initiative
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 12-15
Task 5.2		Equity Atlas
	<i>Purpose</i>	To develop resources that will allow for visual representation of communities of concern and their access opportunities to affordable housing, jobs, transit, schools, parks, shopping, and other community resources and amenities. Use this resource to consider how to distribute the burdens and benefits of policy and infrastructure choices.
	<i>Goal(s)</i>	<ul style="list-style-type: none"> <li>➤ Creation of <b>additional</b> shared elements in regional transportation, housing, water, and air quality plans tied to local comprehensive land use and capital investment plans (HUD Long-term Outcome).</li> <li>➤ Improved integration of sustainability components within planning policies and processes.</li> </ul>
	<i>Activities</i>	Research and evaluation of equity atlas tools (e.g. Portland) and methodology, inventory data sources and opportunities, presentation to Consortium, development of mapping tools and reports
	<i>Public Info/Invo</i>	Provide opportunities for public review and comment, presentations and discussions with key policy stakeholders

	<i>Products</i>	<input type="checkbox"/> Research findings and preliminary recommendations <input type="checkbox"/> Draft Equity Altas <input type="checkbox"/> Final Equity Altas, including methods and reports
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 12-15
<b>TASK 6.0 New Plan Components</b>		
<b>Task 6.1 Climate Change/GHG</b>		
	<i>Purpose</i>	To develop recommendations and implementable strategies in support of climate change planning and GHG reduction within appropriate Metro planning documents.
	<i>Goal(s)</i>	➤ Fill an existing gap in the Regional Plan for Sustainable Development (Eugene-Springfield Metro Plan)
	<i>Activities</i>	Development of draft language for public review and comment.
	<i>Public Info/Invo</i>	Web notice, email distribution, and public comment period.
	<i>Products</i>	<input type="checkbox"/> Draft and final policy language recommendations.
	<i>Lead Agency/Staff</i>	MPO
	<i>Other Participants</i>	Eugene, Springfield, Lane County
	<i>Timing</i>	Months 24-30
<b>Task 6.2 Public Health</b>		
	<i>Purpose</i>	To develop recommendations and implementable strategies in support of public health within appropriate Metro Plan planning documents.
	<i>Goal(s)</i>	➤ Fill an existing gap in the Regional Plan for Sustainable Development (Eugene-Springfield Metro Plan)
	<i>Activities</i>	Development of draft language for public review and comment.
	<i>Public Info/Invo</i>	Web notice, email distribution, and public comment period.
	<i>Products</i>	<input type="checkbox"/> Draft and final policy language recommendations.
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Eugene, Springfield, Lane County
	<i>Timing</i>	Months 24-30
<b>Task 6.3 Social Equity</b>		
	<i>Purpose</i>	To develop recommendations and implementable strategies in support of social equity within appropriate Metro planning documents.
	<i>Goal(s)</i>	➤ Fill an existing gap in the Regional Plan for Sustainable Development (Eugene-Springfield Metro Plan)
	<i>Activities</i>	Development of draft language for public review and comment.
	<i>Public Info/Invo</i>	Web notice, email distribution, and public comment period.
	<i>Products</i>	<input type="checkbox"/> Draft and final policy language recommendations.
	<i>Lead Agency/Staff</i>	LCOG/UO
	<i>Other Participants</i>	Eugene, Springfield, Lane County
	<i>Timing</i>	Months 24-30

<b>TASK 7.0</b>		<b>Integration and Alignment of Plans</b>
<b>Task 7.1</b>		<b>Regional Plan Improvements</b>
	<i>Purpose</i>	To promote recommendations and implementable strategies within a specific set of local and regional plans in support of more sustainable planning outcomes.
	<i>Goal(s)</i>	➤ Improved and strengthened Regional Plan for Sustainable Development.
	<i>Activities</i>	Inventory and assessment of applicable local and regional plans, discussion with Consortium members, final documentation in preparation for public and official review.
	<i>Public Info/Invo</i>	Public involvement as needed to amend plans. To be conducted by jurisdiction staff as determined by individual agency policy and protocols.
	<i>Products</i>	<input type="checkbox"/> Regional Plan for Sustainable Development: Plan Adoption Recommendations
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 30-36
<b>Task 7.2</b>		<b>New Planning Models</b>
	<i>Purpose</i>	To develop recommendations to improve planning processes within the region to support more sustainable outcomes.
	<i>Goal(s)</i>	➤ More efficient, more sustainable, and better integrated regional planning.
	<i>Activities</i>	Develop draft document based on findings of Task 3.0 Sustainability Assessment of Regional Plans. Include recommendations for new planning models, with a focus on core areas of transportation, housing, and economic development, and new components of climate change, public health, and social equity.
	<i>Public Info/Invo</i>	Public involvement as needed to amend planning processes. To be conducted by jurisdiction staff as determined by individual agency policy and protocols.
	<i>Products</i>	<input type="checkbox"/> Regional Plan for Sustainable Development: New Planning Models
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 30-36
<b>Task 7.3</b>		<b>New Decision-Making Models</b>
	<i>Purpose</i>	To develop recommendations to improve decision-making within the region to support more sustainable outcomes.
	<i>Goal(s)</i>	➤ More efficient, more sustainable, and better integrated regional decisions.
	<i>Activities</i>	Develop draft document based on findings of Task 3.0 Sustainability Assessment of Regional Plans. Include

		recommendations for new decision-making models, with a focus on core areas of transportation, housing, and economic development, and new components of climate change, public health, and social equity.
	<i>Public Info/Invo</i>	Public involvement as needed to amend decision-making processes. To be conducted by jurisdiction staff as determined by individual agency policy and protocols.
	<i>Products</i>	<input type="checkbox"/> Regional Plan for Sustainable Development: New Decision-Making Models
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 30-36
<b>Task 7.4</b>		<b>Performance Measures</b>
	<i>Purpose</i>	To develop recommended performance measures for evaluating progress in regional sustainability.
	<i>Goal(s)</i>	➤ Clear measures to track progress and identify areas for ongoing improvement.
	<i>Activities</i>	Develop draft document based on findings of Task 3.0 Sustainability Assessment of Regional Plans. Include recommendations for new performance measures, with a focus on core areas of transportation, housing, and economic development, and new components of climate change, public health, and social equity. Identify baseline and ongoing data and data collection needs.
	<i>Public Info/Invo</i>	Public involvement as needed to amend or add performance measures. To be conducted by jurisdiction staff as determined by individual agency policy and protocols.
	<i>Products</i>	<input type="checkbox"/> Regional Plan for Sustainable Development: Performance Measures
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 30-36
<b>Task 7.5</b>		<b>Defining the Region</b>
	<i>Purpose</i>	To develop options for redefining the region to support more sustainable outcomes.
	<i>Goal(s)</i>	➤ More efficient, more sustainable, and better integrated regional planning, decision-making and coordination.
	<i>Activities</i>	Develop draft document based on findings of Task 3.0 Sustainability Assessment of Regional Plans.
	<i>Public Info/Invo</i>	Public review and comment.
	<i>Products</i>	<input type="checkbox"/> Regional Plan for Sustainable Development: Redefining the Region
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members



	<i>Timing</i>	Months 30-36
<b>TASK 8.0</b>		<b>Capacity Building</b>
<b>Task 8.1</b>		<b>Agency/Organization Staff</b>
	<i>Purpose</i>	To develop strategies for building capacity of individual staff within partner agencies supporting full cost accounting that considers the social, environmental and economic costs, and more integrated decision making.
	<i>Goal(s)</i>	➤ High capacity of staff, organizations, and leaders to promote and implement sustainability in our region.
	<i>Activities</i>	Identify current gaps in understanding and expertise. Develop training materials for use by agency staff in a wide range of disciplines.
	<i>Public Info/Invo</i>	None. For information only.
	<i>Products</i>	<input type="checkbox"/> Training Module relating to Regional Plan for Sustainable Development focusing on new plan components, planning processes, and performance measures. <input type="checkbox"/> Focus training modules for planners in transportation, land use, affordable housing, and economic development.
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 30+
<b>Task 8.2</b>		<b>Organizational Capacity</b>
	<i>Purpose</i>	To develop strategies for building organizational capacity of Consortium member agencies supporting full cost accounting that considers the social, environmental and economic costs, and more integrated decision making.
	<i>Goal(s)</i>	➤ High capacity of staff, organizations, and leaders to promote and implement sustainability in our region.
	<i>Activities</i>	Identify current gaps in organizational processes related to sustainability planning. Develop recommended strategies for building organizational capacity in support of more sustainable outcomes.
	<i>Public Info/Invo</i>	None. For information only.
	<i>Products</i>	<input type="checkbox"/> Organizational development strategies in support of sustainability. Focus on sharing new decision-making models and ideas to redefine the region.
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 30+
<b>Task 8.3</b>		<b>Leadership Capacity</b>
	<i>Purpose</i>	To develop a program for building regional leadership in sustainability.
	<i>Goal(s)</i>	➤ High capacity of staff, organizations, and leaders to promote and implement sustainability in our region.

	<i>Activities</i>	Develop a draft leadership-building program based on findings to-date. Present to public- and private-sector regional leadership groups for review and discussion. Prepare final program outline and supporting materials. Identify current training and leadership development venues for potential integration or enhancement of existing programs.
	<i>Public Info/Invo</i>	Outreach to existing leadership programs in the region.
	<i>Products</i>	<input type="checkbox"/> Leadership in Sustainability Program outline and supporting materials.
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 30+
<b>Task 8.4</b>		<b>Toolkit Chapter 4</b>
	<i>Purpose</i>	To document capacity building framework, strategies, and tools to ensure ongoing learning and development. To share lessons learned with other agencies.
	<i>Goal(s)</i>	➤ High capacity of staff, organizations, and leaders to promote and implement sustainability in our region.
	<i>Activities</i>	Compile framework, strategies, and tools used and tested in Tasks 7.1, 7.2, and 7.3 in easy-to-use toolkit. Develop program for promoting and sharing the toolkit.
	<i>Public Info/Invo</i>	None. For information only.
	<i>Products</i>	<input type="checkbox"/> Toolkit #4: Capacity Building
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 30+

PHASE V		MOVING PLANS TO ACTIONS
TASK 9.0		Community Investment Strategy
Task 9.1		CIP Inventory
	<i>Purpose</i>	To compile, document, and map a comprehensive list of capital improvement plans within the region, including project types, agencies involved, estimated costs, project goals, other project partners, funding sources, and agency priorities.
	<i>Goal(s)</i>	➤ Better coordination of capital project planning and public infrastructure investments to support more sustainable outcomes.
	<i>Activities</i>	Inventory existing capital improvement plans for infrastructure, including transportation, affordable housing, water, stormwater, and wastewater systems, energy/electricity, natural resource enhancement, parks and open space, and facilities such as fire and police stations, schools, hospitals, and maintenance and operations facilities. Conduct extensive review process with facilities planning and development entities in the region, including local, state, and federal agencies, as well as relevant non-profits.
	<i>Public Info/Invo</i>	None. For information only.
	<i>Products</i>	<input type="checkbox"/> CIP Inventory document and mapping.
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 6-12, with ongoing assessment as needed in response to coordination in other tasks
Task 9.2		Finance Plan
	<i>Purpose</i>	To compile and document a comprehensive list of public revenue needs and funds available for the completion of capital improvements included in the CIP Inventory developed in Task 8.1
	<i>Goal(s)</i>	➤ Improved alignment of federal planning and investment resources mirroring local and regional sustainability objectives.
	<i>Activities</i>	Inventory private or foundation, local, state, and federal funds currently received within the region on an ongoing or consistent basis. Identify existing gaps. Assess potential for additional funding or identify alternative funding sources. Identify potential synergies between programs as well as existing conflicts or barriers to coordination.
	<i>Public Info/Invo</i>	None. For information only.
	<i>Products</i>	<input type="checkbox"/> Public Infrastructure Finance Plan
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium Members
	<i>Timing</i>	Months 12 -18
Task 9.3		Regional Investment Strategy
	<i>Purpose</i>	To develop a coordinated strategy for investing in public and private infrastructure. To identify opportunities for meeting

		multiple sustainability objectives in cost-effective and collaborative ways. To build a framework for developing regionally-significant infrastructure in support of sustainable economic development.
	<i>Goal(s)</i>	➤ Regionally significant infrastructure improvements that contribute to a healthy local economy.
	<i>Activities</i>	Present findings of CIP Inventory and Finance Plan tasks to key economic development stakeholders. Engage agencies providing existing funding in eliminating barriers to coordinated development. Develop relationships with new organizations able to provide sustained funding. Develop range of alternatives for regional investment.
	<i>Public Info/Invo</i>	Focused outreach to economic development interests to develop draft investment strategies.
	<i>Products</i>	<input type="checkbox"/> Regional Investment Strategy (Draft and Final)
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 18 to 24
<b>Task 9.4</b>		<b>Regional Investment Public Outreach</b>
	<i>Purpose</i>	To involve the community in evaluating alternative regional investment strategies, and to obtain public support for final plan recommendations and/or priorities.
	<i>Goal(s)</i>	➤ Strong public support for priority regional investments.
	<i>Activities</i>	Conduct public outreach to provide opportunities for public review and comment on the draft alternatives. Develop set of evaluation criteria; involve public in endorsing plan recommendations.
	<i>Public Info/Invo</i>	Conduct public outreach to develop evaluation criteria needed to identify priority investments.
	<i>Products</i>	<input type="checkbox"/> Regional Investment Strategy presentations and public information materials <input type="checkbox"/> Summary Report (Draft and Final)
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 24 to 30
<b>Task 9.5</b>		<b>Toolkit Chapter 5</b>
	<i>Purpose</i>	To document the framework, strategies, and tools needed for developing a regional investment strategy for public infrastructure in support of sustainable economic development.
	<i>Goal(s)</i>	➤ Regionally significant infrastructure improvements that contribute to a healthy local economy.
	<i>Activities</i>	Documentation of methodologies for CIP Inventory and Finance Plan, and public outreach and engagement. Development of tools and/or templates for use by other agencies and jurisdictions.
	<i>Public Info/Invo</i>	None. For information only.
	<i>Products</i>	<input type="checkbox"/> Toolkit #5: Regional Investment Strategies

	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 30+
<b>TASK 10.0</b>		<b>Next Steps</b>
<b>Task 10.1</b>		<b>Catalytic Project Prospectus</b>
	<i>Purpose</i>	To develop a detailed description of a catalytic capital project or set of projects based on the findings of the Regional Investment Strategy developed in Task 8.
	<i>Goal(s)</i>	➤ A regionally-significant investment in public infrastructure in support of sustainable economic development.
	<i>Activities</i>	Detailed project scoping, project review and analysis, development of capital and operational cost estimates and identification of preliminary funding sources. Completion of triple-bottom line assessment.
	<i>Public Info/Invo</i>	Significant agency review and comment. Stakeholder review to be based upon project scope.
	<i>Products</i>	<input type="checkbox"/> Project Overview document (1-2 page summary) <input type="checkbox"/> Concept drawing(s) as necessary to communicate project <input type="checkbox"/> Project Prospectus, including detailed project information and list of implementing agencies <input type="checkbox"/> Preliminary capital and operating budget estimates <input type="checkbox"/> Memo presenting findings of triple-bottom line analysis
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Consortium members
	<i>Timing</i>	Months 30 to 36
<b>Task 10.2</b>		<b>Implementation Agreements</b>
	<i>Purpose</i>	To develop agreements among agencies needed to implement Catalytic Project identified in Task 8.1
	<i>Goal(s)</i>	➤ A regionally-significant investment in public infrastructure in support of sustainable economic development.
	<i>Activities</i>	Development of draft agreements for review and comment. Final agreements produced for signatures.
	<i>Public Info/Invo</i>	To be completed by implementing agencies in compliance with public information and involvement requirements of individual jurisdictions.
	<i>Products</i>	<input type="checkbox"/> Draft, final, and signed Implementation Agreements
	<i>Lead Agency/Staff</i>	LCOG
	<i>Other Participants</i>	Implementing agencies of Catalytic Project (TBD)
	<i>Timing</i>	Months 34+
<b>Task 10.3</b>		<b>Ongoing Funding</b>
	<i>Purpose</i>	To pursue and obtain ongoing funding for the Lane Livability Consortium as a continuing forum for the discussion, promotion, and implementation of livability projects and programs throughout Lane County.

<i>Goal(s)</i>	➤ Sustained forward progress for livability in Lane County.
<i>Activities</i>	Discussions to determine if and in what form the Lane Livability Consortium will continue. Outreach to public-, private-, and non-profit partners, grant-writing, and ongoing resource development.
<i>Public Info/Invo</i>	Development of public information materials for use in communicating to potential funders, both hard-copy and web-based.
<i>Products</i>	<input type="checkbox"/> Informational brochures <input type="checkbox"/> Web-based information
<i>Lead Agency/Staff</i>	LCOG
<i>Other Participants</i>	Consortium members
<i>Timing</i>	Ongoing activity.
<b>TASK 11.0</b>	<b>Project Close</b>
<b>Task 11.1</b>	<b>Project Evaluation</b>
<i>Purpose</i>	To conduct an end-of-grant project evaluation in preparation for ongoing measuring/monitoring activities related to long-term outcomes as identified in the grant.
<i>Goal(s)</i>	➤ Successful long-term outcomes for livability.
<i>Activities</i>	Evaluation of progress in completing deliverables, and meeting short-term project outcomes. Evaluation of Lane Livability Consortium.
<i>Public Info/Invo</i>	Include a public component in evaluating projects and program outcomes.
<i>Products</i>	<input type="checkbox"/> Project Evaluation Report (Draft and Final) <input type="checkbox"/> Template for reporting ongoing performance measures
<i>Lead Agency/Staff</i>	LCOG
<i>Other Participants</i>	Consortium Members
<i>Timing</i>	Month 34-36
<b>Task 11.2</b>	<b>Final Toolkit</b>
<i>Purpose</i>	To incorporate the various toolkits developed throughout the grant into a comprehensive package, both hard-copy and web-based.
<i>Goal(s)</i>	➤ Shared knowledge and expertise at local, regional, state, and or national level as applicable.
<i>Activities</i>	Minor updates to individual toolkits as needed to be current. Document production, web content development. Toolkit promotion and outreach as desired.
<i>Public Info/Invo</i>	Toolkit materials will be made available to the public on the web. Hard-copy materials to be provided at cost.
<i>Products</i>	<input type="checkbox"/> Final Sustainability Toolkit hard-copy document <input type="checkbox"/> Final Sustainability Toolkit web-based
<i>Lead Agency/Staff</i>	LCOG
<i>Other Participants</i>	Consortium Members
<i>Timing</i>	Months 34-36

## INTERGOVERNMENTAL AGREEMENT<sup>1</sup>

**BETWEEN:** Lane Council of Governments (LCOG), an organization of governments within Lane County, Oregon

**AND:**

**EFFECTIVE DATE:** \_\_\_\_\_

### RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties to it.
- C. \_\_\_\_\_ and LCOG desire to enter into an agreement where-in \_\_\_\_\_ will provide the services as outlined in Attachment A, Scope of Work. This project is federally funded through a HUD Sustainable Housing and Communities Grant awarded to LCOG, CFDA #14.703.

### AGREEMENT

1. **Services to be Provided.** \_\_\_\_\_ agrees to provide services to LCOG as described in Attachment A, Scope of Work.
2. **Duration.** The agreement term shall be effective February 1, 2011 through February 1, 2014.
3. **Compensation.** The total project cost shall be \$ \_\_\_\_\_, of which LCOG will reimburse \_\_\_\_\_ an amount not to exceed \$ \_\_\_\_\_ and \_\_\_\_\_ shall provide, at a minimum, match equal to \$ \_\_\_\_\_, to be comprised of in-kind match completed under other HUD or federal grant funding received by the \_\_\_\_\_.

LCOG shall pay \_\_\_\_\_ upon receipt of an invoice. \_\_\_\_\_ will submit quarterly invoices to Andrea Riner, LCOG Transportation Program Manager or her designee for approval. Each invoice shall detail the reimbursement amount and match, as well as contain a narrative report summarizing activities conducted, including significant outcomes resulting from the activities, problems encountered and solutions achieved, as well as any contracts, training materials and protocols, rosters of persons trained, outreach and educational materials provided, and other significant work products.

\_\_\_\_\_ agrees that payment of the salary of a consultant shall not exceed a rate more than the equivalent of General Schedule 15, Step 10 base pay rate, as detailed on the Office of Personnel Management website, [www.opm.gov](http://www.opm.gov) and its Salaries and Wages link for the current base rate.

4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in paragraph 6, either party, without cause, may terminate its participation in this agreement.
5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties. Should funds not become available to LCOG from HUD in amounts anticipated, LCOG may, by amendment, reduce funding or terminate the agreement as appropriate.
6. **Administration.** Each party designates the following as its representative for purposes of administering this agreement:  
\_\_\_\_\_

<sup>1</sup> For non-governmental entities, the following adjustments to this contract language would be used:

1. The heading "Intergovernmental Agreement" shall read "Agreement for Services".
2. Item #A will be deleted - it is not applicable except for two government agencies

**LCOG:** Andrea Riner  
Lane Council of Governments  
859 Willamette Street, Suite 500  
Eugene, OR 97401

Either party may change its designated representative by giving written notice to the other as provided in paragraph 12.

7. **Records/Inspection.** \_\_\_\_\_ and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records.
8. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.
9. **Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.
10. **Compliance with Grant.** \_\_\_\_\_ agrees to comply with the requirements of the HUD grant and reporting provisions as set forth in terms and conditions established by HUD and the Office of Management and Budget (OMB) and included as Attachment B. \_\_\_\_\_ is required to obtain a DUNS number (or update its existing DUNS record) and register with the Central Contractor Registration (CCR; [www.ccr.gov](http://www.ccr.gov)) no later than 120 days after agreement execution. \_\_\_\_\_ shall provide verification of these registrations to LCOG. \_\_\_\_\_ agrees to maintain their registration with the CCR during the duration of this contract.
- \_\_\_\_\_ is aware that noncompliance with the grant award may result in \_\_\_\_\_ being dropped from the award agreement.
11. **Subcontracting.** \_\_\_\_\_ shall not subcontract its work under this agreement, in whole or in part, without the LCOG's prior written approval. \_\_\_\_\_ shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of \_\_\_\_\_ specified in this agreement. Notwithstanding LCOG's approval of a subcontractor, \_\_\_\_\_ shall remain obligated for full performance of this agreement and LCOG shall incur no obligation to any sub-contractor.
12. **Changes.** \_\_\_\_\_ must obtain the prior approval of LCOG for any programmatic changes to the grant, including but not limited to the following:
- ❖ Any revision to scope of objectives of tasks.
  - ❖ Changes in key persons in cases where specified in the grant application.
13. **Confidentiality.** \_\_\_\_\_ 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.
14. **Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.
15. **Compliance With Laws.** \_\_\_\_\_ shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.  
\_\_\_\_\_ shall comply with all Federal statutes, regulations, executive orders, and Federal



requirements applicable to non-discrimination and environmental justice, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Intergovernmental Agreement.

- 16. Fair Housing and Civil Rights Laws.** \_\_\_\_\_ 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 Section 5.105(a).
- 17. Compliance with the Federal Funding Accountability and Transparency Act of 2006.**  
\_\_\_\_\_ agrees to provide information as needed to comply with the Federal Funding Accountability and Transparency Act of 2006, including disclosure of information on all subaward transactions.  
\_\_\_\_\_ shall assist LCOG in completing its reporting requirements under this Act.
- 18. Whistleblower Protection.** \_\_\_\_\_ 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 1-800-347-3735. Persons with speech or hearing 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 Hoteling (GFI), 451 7<sup>th</sup> Street, SW, Washington, DC 20410
- 19. Data Collection.** \_\_\_\_\_ hereby agrees to promptly provide all information and data reasonably required by the Project Manager to carry out the manager's tasks under the HUD grant.
- 20. Publications and News Releases.** \_\_\_\_\_ shall coordinate with LCOG prior to release of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities funded under the grant.
- 21. Copyrights.** \_\_\_\_\_ is hereby notified that as part of the terms and conditions of the grant award, HUD has reserved a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (1) the copyright in any work developed under this award; and (b) any rights of copyright to which the \_\_\_\_\_ purchases ownership with award funds.
- 22. Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United State mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph
- 23. Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This contact shall supersede all prior communications, representations or agreements, either oral or written, between the parties.
- 24. Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon.

**25. Signatures.**

\_\_\_\_\_ :

By: \_\_\_\_\_  
(signature)

Name:  
Title:

**LANE COUNCIL OF GOVERNMENTS:**

By: \_\_\_\_\_  
(signature)

Name: George Kloeppel  
Title: Executive Director

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

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

LCOG: L:\SUSTAINABLE COMMUNITIES\CONTRACTS\SUBCONTRACTS\UGA DRAFT - TEMPLATE.DOC  
Last Saved: May 3, 2011

DRAFT