

**PARTNERSHIP AGREEMENT FOR THE CAPITAL REGION  
SUSTAINABLE COMMUNITIES REGIONAL PLANNING GRANT  
APPLICATION**

This Partnership Agreement (Agreement) is entered into between the signatory agencies, governments, and organizations pursuant to the application requirements stated in the Notice of Funding Availability for the Department of Housing and Urban Development's Fiscal Year 2010, Sustainable Communities Regional Planning Grant Program (Docket No. FR-5396-N-03.)

*Whereas*, on June 24, 2010, the U.S. Department of Housing and Urban Development (HUD) published a Notice of Funding Availability (NOFA) for the Sustainable Communities Regional Planning Grant Program (Program); and

*Whereas*, the Program is intended to support metropolitan and multijurisdictional planning efforts that integrate housing, land use, economic and workforce development, transportation, and infrastructure investments in a manner that empowers jurisdictions to consider the interdependent challenges of: (1) economic competitiveness and revitalization; (2) social equity, inclusion, and access to opportunity; (3) energy use and climate change; and (4) public health and environmental impact; and

*Whereas*, there is a recognized need among the signatories for a stakeholder-driven visioning and scenario planning effort to coordinate regional land use and investment decisions such as the location of affordable housing and employment centers; the prioritization of sustainable transportation and water infrastructure investments; the designation of lands for conservation and ongoing agricultural use; and the mitigation of risks from disasters and climate change; and

*Whereas*, a Program grant application will be prepared and submitted by the signatories with the intent of establishing a sustainable regional plan to: 1) Provide more transportation choices; 2) Promote equitable, affordable housing; 3) Enhance economic competitiveness; 4) Support existing communities; 5) Coordinate policies and leverage investment; and 6) Value communities and neighborhoods; and

*Whereas*, the signatories agree to the best of their abilities and within the limits of their budgets to work cooperatively on the grant application and funded project; and

*Whereas*, any private sector organization, non-profit, academic or research institution, philanthropic partner, community organization, governmental entity, individual, or intermediary agency that bears responsibility for or has an interest in the sustainable development and redevelopment of the Region may be a partner and signatory to this Agreement; and

*Now, Therefore*, this Agreement is established to create a framework for coordinating efforts related to the preparation of a Program grant application and successfully completing work funded under the grant.

#### **I. Classification and Performance by Signatories**

- a. All signatories of this Agreement shall be classified as Consortium Members. The Consortium Members agree to work with each other in a collaborative manner and operate on a consensus-seeking basis on all policy matters involving preparation of the grant application and implementation of the program using any grant awards.
- b. The Consortium Members authorize the Capitol Region Transportation Planning Agency (CRTPA) as the "Lead Applicant" of the Consortium. The CRTPA will act as the Consortium's representative when dealing with HUD on behalf of all members of the Consortium and assume administrative responsibility for ensuring that the Consortium's program is carried out in compliance with all HUD requirements.
- c. Consortium Members agree to execute a formal Consortium Agreement no later than 120 days after the effective start date of the federal grant agreement if their grant application is selected for funding by HUD. The Consortium Agreement will describe each Consortium Member's specific activities under the Program, including timetables for completion of assigned work.
- d. The Lead Applicant will enter into memorandums of understanding with any Consortium Members receiving funding from the grant, to ensure delivery of the required activities.

#### **II. Fiscal Obligation of Agreement**

- a. This Agreement is neither a fiscal nor a funds obligation document. Any transfer of funds between parties may take place through existing authorities and procedures.

- b. Generally, any endeavor involving the transfer of funds will follow normal procurement or other appropriate processes and will be affected in writing by representatives of the organizations involved.
- c. Nothing in this Agreement shall obligate the signatories to expend appropriations, obligate funds or enter into any contract or other agreement.

### **III. Effective Date**

This Agreement will become effective, as to those signatories, upon signature by any two parties. Any signatory may terminate its participation in this Agreement upon written notice to the other signatories. The provisions of the Agreement will be reviewed periodically, as appropriate, and amended or supplemented as may be mutually agreed upon, in writing.

### **IV. Signatures**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each signatory has signed this Agreement on a separate page. The original signature pages are on file at the Capitol Region Transportation Planning Agency.

**PARTNERSHIP AGREEMENT FOR THE CAPITAL REGION  
SUSTAINABLE COMMUNITIES REGIONAL PLANNING GRANT**

By my signature below, my government/ agency /organization becomes a signatory to the Capital Region Sustainable Communities Regional Planning Grant, dated \_\_\_\_\_, 2010. I understand that the Agreement will be executed in one or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument. This original signature page will be kept on file at the Capitol Region Transportation Planning Agency.

\_\_[insert name of agency/organization]\_\_

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

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

**Please return to:**

Capitol Region Transportation Planning Agency