

# REQUEST FOR PROPOSALS

## Southwest LRT Community Works Transitional Station Area Action Plans



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Date Due: March 26, 2012



Issued by Hennepin County in partnership with the cities of Minneapolis, St. Louis Park, Hopkins, Minnetonka, Eden Prairie, and Edina as part of the Southwest LRT Community Works Project.

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## **INTRODUCTION**

This is a Request for Proposals (RFP) solicitation for the development of Transitional Station Area Action Plans (TSAAPs) for the 17 stations along the proposed 15-mile Southwest Light Rail Transit (LRT) line. Maps of the proposed LRT line and station locations are in Appendix B, attached and incorporated by this reference.

## **PURPOSE**

In October 2010, the Twin Cities was awarded a federal Department of Housing and Urban Development (HUD) Sustainable Communities Planning Grant, intended to build on regional planning efforts to advance multi-modal transportation choices, improve access to jobs, affordable housing and transit- and pedestrian-friendly development, and promote environmental preservation and energy efficiency. The grant is part of a federal partnership that includes the U.S. Department of Transportation, its Federal Transit Administration, and the U.S. Environmental Protection Agency, in addition to HUD.

As part of the grant, through the Corridors of Opportunity initiative, the Southwest LRT project is intended to become a national model for how to institutionalize systemic change which results in the early and continuous integration of LRT engineering and land use/development to deliver an on-time, on-budget LRT project that encourages development, leverages private resources, and improves quality of life for nearby communities and the region. The Transitional Station Area Action Plans (TSAAP) that are the subject of this RFP are one example of this early integration of LRT engineering and land use/development.

TSAAPs are intended to promote opening day readiness (2018) by bridging the gap between current conditions and future needs by identifying and prioritizing infrastructure improvements that enhance existing business, support mixed-income housing opportunities, and encourage new development. Over the long term, the goal is to create unique, transit-oriented stations along a dynamic and diverse corridor that is part of a larger metropolitan transit network. The TSAAPs should facilitate the evolution of station areas into Transit Oriented Development (TOD) areas with a unique sense of place that relates positively to the corridor as a whole. While the strategies must ensure provision for the ultimate evolution of the station areas over the long term, the primary focus is on bridging the gap between current conditions and those anticipated to exist on opening day of the Southwest LRT line.

The successful proposal will demonstrate an understanding of existing conditions and opportunities, each city's vision and plans for TOD at each station, the varying degrees of readiness at each station area, and the shared corridor-wide vision and goals of Southwest LRT Community Works. In addition, the response should fulfill these purposes: 1) generate data and information to inform preliminary engineering, 2) detail recommendations for short-term and long-term infrastructure improvements to improve station area access and circulation for multiple modes, and 3) offer recommendations to facilitate transitional development and future growth.

The process will result in alternatives for consideration during the Preliminary Engineering (PE) process for the Southwest LRT line, as well as recommendations for infrastructure implementation that accommodate short-term access and development needs while retaining the flexibility to facilitate long-term phased TOD.

Consultants should note that while the Metropolitan Council and its Southwest LRT Project Office are actively engaged in, and supportive of, coordinating LRT engineering and community-based land use and development planning, the authority to refine/modify Southwest LRT engineering drawings, guidelines, evaluation measures and other aspects of the Southwest LRT project lie solely with the Metropolitan Council as the project sponsor and will be made at its discretion through the Preliminary Engineering (PE) process.

The selected Consultant is expected to provide project management including the ability to develop a methodology for consistency of product and materials, design and presentation across work tasks, identifying efficiencies, optimizing work efforts and budgets, and balancing station-specific issues with the corridor approach. Project management includes developing a schedule for consulting with and presenting draft product to the SW LRT Community Works partners, and other parties and stakeholders as needed.

### **BUDGET AND TIMELINE**

A. February 21, 2012	Announcement of Request for Proposal
B. March 2, 2012, 2:00 pm	Pre-proposal Meeting
C. March 6, 2012, 4:00 pm	Proposal Questions due
D. March 16, 2012, 4:00 pm	Notice of intent to propose due
E. March 26, 12:00 pm	Proposals due
F. April 2012	Consultant selection process
G. May 2012	Contract award and notice to proceed

Prospective proposers should plan to attend a **pre-bid meeting** to be held: Friday, March 2, 2012, 2:00 pm – 4:00 pm, Room A1713 Hennepin County Government Center, 300 South Sixth Street, Minneapolis, MN.

The TSAAPs are expected to be completed within twelve months of the contract award date. An amount not-to-exceed \$624,000 has been budgeted for this planning process. **Proposers should note that their financial bid must be provided in a separate sealed envelop. The financial bid should include staff rates, hours by task, overhead and profit. Proposal procedures are more fully described in Appendix C, attached and incorporated by this reference.** Hennepin County is the lead fiscal agent for the work outlined in this RFP. A sample contract is provided in Appendix D, attached and incorporated by this reference.

See Appendix E for more information on federally-imposed Limitations on Consultant Payments and Allowable Costs, attached and incorporated by this reference.

### **PROJECT BACKGROUND**

Southwest LRT is a proposed 15-mile light rail transit (LRT) line with 17 stations located within the cities of Eden Prairie, Minnetonka, Hopkins, St. Louis Park and Minneapolis. The Southwest LRT project's locally preferred alternative (LPA), LRT 3A (Kenilworth-Opus/Golden Triangle) was selected in May 2010 and the project received approval to enter Preliminary Engineering (PE) on September 2, 2011. During the PE process, which is led by the Metropolitan Council through their Southwest LRT Project Office (SPO), the LPA conceptual engineering plans will be reviewed and refined based upon feedback and input. Input into the PE process will come from multiple venues including the TSAAPs that are the subject of this RFP.

The Southwest LRT project is occurring in a region known for its coordinated long-range planning framework and a successful track record in development of light rail transit projects. As stated previously, the Southwest LRT project is intended to become a national model for the systemic integration of LRT engineering and land use/development. The Transitional Station Area Action Plans (TSAAP) that are the subject of this RFP are one example of this early integration of LRT engineering and land use/development. Proposers should understand that the selected Consultant for the TSAAP process will need to coordinate and collaborate on a continuous basis with the SPO and their engineering services consultant. In addition to the integration discussed above, a central outcome of the HUD Sustainable Communities Regional Planning Grant is to increase the participation and decision-making in public planning processes by underserved populations. The TSAAPs should not only include strategies, methods and techniques to enhance public involvement, they should also support improved access to employment, education/training, services, entertainment and access to healthy and diverse foods by these underserved populations. More background information is available in Appendix A, attached and incorporated by this reference.

## **EXPERTISE**

The selected Consultant will demonstrate expertise in these disciplines:

- Public Involvement
- Land Use Planning
- Urban and Environmental Design
- Transit Oriented Development
- Sustainable Development
- 3D Visualization
- Transportation Planning
- Traffic and Parking Engineering
- Watershed and Stormwater Management
- Housing/Development/Market Analysis
- Development Finance

The selected Consultant will demonstrate knowledge and experience of the following:

- LRT design, development, construction, and operations
- FTA New Starts land use and economic development evaluation criteria

The selected consultant will be provided with the following information to ensure successful completion of the tasks outlined within this RFP:

- Corridor demographics: concentrations of traditionally underserved communities defined as low-income, minority, immigrant, and disabled;
- Existing infrastructure conditions; housing stock; employment centers, concentrations, and business nodes; historic/cultural resources; designated open spaces and parks; land use features; land values; and adopted plans and policies of the SW LRT Community Works Partners
- Development Assessment
- Station area typologies
- Prior station area planning documents
- Station area walk shed maps
- Geographic Information Systems (GIS) data
- Southwest LRT Conceptual Engineering (CE) drawings

## **SCOPE OF SERVICES**

Consultants should address the following work tasks in their proposal. The Consultant may suggest the elimination of tasks or portions of tasks as well as the inclusion of additional tasks if the Consultant believes it will enhance the TSAAPs. Consultants proposing to deviate from the scope of services outlined below should provide a rationale for the suggested modification and the impact to their proposal in terms of resources.

### **TASK 1: STATION AREA PARK/RIDE AND PLATFORM ALTERNATIVES ANALYSIS**

Within three months from the notice-to-proceed, the Consultant will review the LRT Conceptual Engineering (CE) drawings and land use/development documents (e.g., municipal plans/policies, the corridor development assessment, station typologies, demographics, etc) to assess the impact of LRT related infrastructure (station platforms, park/ride lots, bus shelters/facilities, operations & maintenance facility, loading zones, traction power sub-stations, etc) on Transit Oriented Development (TOD). Where appropriate, the Consultant will identify or analyze existing alternate designs and sites for infrastructure which will facilitate TOD, minimize adverse impacts, and provide for the safe and efficient operations of the Southwest LRT line. At a minimum, the alternatives analysis will be done for the operations and maintenance facility options and the Town Center station in Eden Prairie. The inventory of alternate sites will be shared with the SPO and their engineering services consultant and will be used to inform the station area design charrettes planned to be held by the SPO and their engineering services consultant prior to completion of the preliminary engineering designs that will be the subject of the local municipal consent process. The station area design charrettes will be conducted in coordination with the SPO and their engineering services consultant. The SPO is proposing a four (4) hour design charrette for each of the 17 station locations. The design charrette process will be used as a forum to receive public and agency input and feedback. For the purposes of this RFP, it should be assumed that the charrettes will occur during the third quarter of 2012. The Consultant will be required to attend each of the charrettes.

Deliverable: Technical memorandum and associated maps documenting the placement of LRT infrastructure elements in the existing CE drawings, alternate designs and sites for the LRT infrastructure, and methodology used to identify alternate designs and sites.

### **TASK 2: ACCESS/CIRCULATION PLANS**

The Consultant will prepare a plan for providing access within the station areas for all modes of transportation (bus, bike, pedestrian, LRT and auto). The station area Access/Circulation Plans should provide for multi-modal connections and linkages to support TOD implementation over time, increase LRT ridership, and ensure that all users including low-income and minority residents have high quality access to transit, affordable housing, employment, education/training opportunities, medical facilities, entertainment, and retailers selling fresh fruits and vegetables, and locally-grown and ethnic foods. The Access/Circulation Plan should incorporate Hennepin County complete streets and active living concepts. In preparing the access/circulation plans the Consultant will identify transportation, streetscape, and wayfinding improvements necessary for safe and easy auto/bike/transit/pedestrian circulation within the station area on the day LRT opens. In addition, the Consultant will ensure that improvements identified for opening day support short-term development potential, while facilitating long-term transit oriented development and redevelopment in the station area.

For the five (5) Minneapolis stations, the Consultant will review the Minneapolis Strategic Station Area Plans and identify gaps between that work and the work requested in this RFP. The Consultant will then address the gap(s) identified.

The results of the access/circulation plan will be incorporated into Task Three, Infrastructure Plan, and Task Six, Transitional Station Area Action Plan. In addition, the results will be shared with the SPO and their engineering services consultant to ensure the iterative integration of the broader station area access/circulation plans developed by the TSAAP process with the station specific access/circulation plans developed by SPO during the Preliminary Engineering (PE) process.

Deliverable: Technical memorandum and associated maps documenting the proposed Access/Circulation Plan with short (2018) and long-term (2030) recommendations, recommended placement of LRT infrastructure, including park and rides, and recommended projects for municipal and county capital improvement plans.

### **TASK 3: INFRASTRUCTURE PLAN**

The County will provide the Consultant with an infrastructure inventory that identifies long-term (2030) infrastructure investments that support the implementation of municipal visions for TOD at each station location. The Consultant will review and build upon the inventory by identifying near-term (prior to 2018) infrastructure investments that support anticipated short-term development. The Consultant will use the Development Assessment and meetings with municipal staff and other stakeholders to identify the short-term infrastructure needs. The Consultant will then identify priority projects and timing to create an infrastructure strategy, which will include the results of Task 1, Station Area Park/Ride and Station Alternatives Analysis, and Task 2, Access/Circulation Plans, as well as communications, utilities, storm water, sewer, water, wayfinding, and lighting. This infrastructure inventory should be developed and compiled in a fashion compatible with the Southwest Corridor Infrastructure Inventory and the Southwest LRT Corridor Development Assessment (see the Relevant Studies Section) and support the long-term TOD vision for the corridor.

Deliverable: Maps and associated databases detailing the short-term (LRT opening day/2018) infrastructure needed to support development and redevelopment and infrastructure project descriptions to a level of detail required for CIP applications.

### **TASK 4: PUBLIC INVOLVEMENT /COMMUNITY ENGAGEMENT STRATEGY**

Public education and involvement is a key component of the Transitional Station Area Planning process. The Consultant will propose a public involvement and community engagement process that:

- Reflects the individual needs of each municipality in the context of a corridor wide effort;
- Is integrated with the public outreach and community engagement strategies implemented by the SPO; and
- Reflects the emphasis of the Corridors of Opportunity Sustainable Communities Regional Planning Grant to increase the participation and decision-making in public planning processes by traditionally underserved populations.

The proposal should offer specific methods used to gain public input and ways to measure the outcomes of the public involvement process. Additionally, as plans are developed, the Consultant should document the specific ways that the plans incorporate community input.

A portion of the funding for the TSAAP comes from the Corridors of Opportunity Sustainable Communities Regional Planning Grant. That grant focuses on increasing participation and decision-making in public planning processes by underserved populations. The Southwest Corridor cities have extensive public involvement processes and many have undertaken significant outreach to-date. As such, community engagement efforts will vary by station, local municipality, and community. To this end, the Consultant will:

- Consult with the HUD Sustainable Communities Community Engagement Grant recipients to understand their objectives and goals;
- Work with city staff to understand each city's public involvement strategies, processes, and involvement efforts already underway;
- Develop and execute a community engagement/public involvement strategy that:
  - Engages community leaders and influencers of underserved populations
  - Includes public involvement activities in locales where underserved populations congregate
  - Includes specific involvement tailored to meet the needs of underserved communities, (e.g., in small groups and/or native languages, as necessary)

Deliverables:

- A community engagement/public involvement strategy to be submitted for review within 30-days of the notice to proceed
- Preparation and logistics for community engagement activities, including securing appropriate locations, advertising, and various media announcements.
- Public presentations and materials including but not limited to electronic PowerPoint presentations, presentation boards (including multi-lingual materials for underserved communities)
- Project mailing/contact list in digital format
- Documentation and response to all comments received during community engagement activities
- Preparation of web-ready materials for the project website

## **TASK 5: CREATE STORMWATER MANAGEMENT OPTIONS**

Stations: Royalston, Blake Road, Shady Oak, Mitchell

In cooperation with the LRT project office, the Consultant will work with the watershed districts, cities, and Hennepin County to develop scenarios for stormwater management that protect and enhance environmental function while providing certainty for development in the Royalston, Blake Road, Shady Oak Road, and Mitchell Road station areas. These four stations were chosen by the cities and watershed districts to reflect the diversity of environments, watershed districts and cities that the proposed LRT line will travel through. The Consultant will recommend green infrastructure that is coordinated with transportation infrastructure and land use changes. Green infrastructure means any stormwater management technique or practice employed with the primary goal of preserving, restoring, mimicking, or enhancing natural hydrology. Green infrastructure includes, but is not limited to, methods of using soil and vegetation to promote soil percolation, evapotranspiration, and filtering or the harvesting and reuse of precipitation.

The Consultant is expected to carry out the following tasks:

- Collect the natural resources inventory, delineated wetlands, water quality and quantity, soil types, and contaminated soil data, as well as future infrastructure/public projects



- Quantify existing stormwater runoff volume from each station area/drainage area. Using provided future land use changes/development scenarios and the possible associated hardscape, estimate the amount of future stormwater runoff and pollutant loading
- Identify public or privately owned sites, which may have multiple owners, within the station area that are appropriate for the siting of green infrastructure/ stormwater management facilities that reduce pollutant loading and stormwater runoff. The sites should have the capacity to serve multiple functions (i.e. green infrastructure and an outdoor recreation facility), and meet watershed and city regulations. Facilities should be compatible with the LRT line, natural areas, and any proposed land use changes and projected development
- Recommend green infrastructure scenarios for each station area and estimate the cost of construction of one city agreed upon scenario at each station.
- Recommend best management practices for each station area that can be implemented by individual property owners

Deliverables:

- Technical Memorandum documenting projections of future storm water runoff as a result of projected future development, best management practices, recommended infrastructure scenarios, and a cost estimate for one city-agreed- upon scenario at each station
- Conceptual plan scenarios identifying recommended locations for green infrastructure for each of the four station area types

## **TASK 6: TRANSITIONAL STATION AREA ACTION PLANS**

The Consultant will use the information generated in Tasks 1-5 to prepare Transitional Station Area Action Plans that have a primary focus on bridging the gap between current conditions and those anticipated for opening day of the Southwest LRT line in 2018. These TSAAPs will provide local municipalities, Southwest LRT Community Works partners, and the private sector with a strategic infrastructure improvement plan that ensures station areas evolve into their highest and best TOD use on opening day and in the future.

The Consultant will prepare a detailed conceptual site plan for each of the future station areas including graphics and text that identify key development and redevelopment sites as well as streetscape and infrastructure improvements that are needed by opening day of LRT (2018) and to support future TOD. Please see Appendix A for an appropriately-scaled example. The plans should also include a concept for the station and associated facilities (parking, station platforms, bus loading and unloading zones and turnarounds, way finding signage, bus shelters, transit information, etc.). The concept plan will consider motorized (auto and bus), bicycle, and pedestrian access and circulation improvements and parking. The concept plan will identify key development opportunity sites, overall land use mix and building massing and configuration to create a transit-supportive station area. The concept plan should also include the opportunity for phasing of development and improvements to the station areas.

The TSAAPs will outline roles, responsibilities and timing for ensuring implementation in a timely fashion. The TSAAPs should include recommendations for a review process for keeping these plans up-to-date, including which authorities are best positioned to do so. The TSAAPs will be a crucial process for integrating land use planning with the LRT Preliminary Engineering (PE) process, which will be led by the Metropolitan Council in consultation with the cities, Hennepin County, and other interests.

Deliverable: Conceptual site plans identifying the location of all infrastructure and access and circulation recommendations, renderings of new development and streetscapes, and a corresponding table outlining the roles, responsibilities, and timing for each necessary action.

## **APPENDIX A: BACKGROUND INFORMATION**

### **SOUTHWEST LRT PROJECT**

The Southwest LRT Project is a proposed 15-mile light rail transit (LRT) line with 17 stations located within the cities of Eden Prairie, Minnetonka, Hopkins, St. Louis Park and Minneapolis. The LRT line will increase system capacity in an area of high demand, respond to travel demand created by existing and planned residential and employment growth, provide a competitive travel option that will attract 'choice' riders (who have a choice between transit and driving) and serve transit dependent populations. This line will also be an expansion of the region's transitway system connecting with the Hiawatha and Central Light Rail Transit Lines, the Northstar commuter rail line, and the bus system.

The Southwest LRT project's locally preferred alternative (LPA) was selected in May 2010 and the project was granted FTA approval to enter Preliminary Engineering (PE) in September, 2011. During the PE process the LPA conceptual engineering plans will be reviewed and refined based upon agency and community feedback and input. Input into the PE process will come from multiple venues including the TSAAPs, which are the subject of this RFP.

Consultants interested in proposing on this project should be knowledgeable of the conceptual engineering plans developed as part of the LPA process.

### **SOUTHWEST LRT COMMUNITY WORKS PROJECT**

In December 2009, the Hennepin County board passed a resolution establishing the Southwest LRT line as a Community Works project. The Hennepin Community Works program was created in the mid 1990s to enhance how the communities of Hennepin County work together to create good jobs, provide access to employment, and build the long term value of communities by investing in infrastructure, public works, parks, and the natural environment, and by improving the existing implementation systems.

The Hennepin County Community Works program operates under the following principles:

- Stimulate employment development
- Build bridges for effective planning and implementation
- Maintain and improve natural systems
- Strengthen communities through connections
- Enhance the tax base

The Southwest LRT Community Works project provides a platform for the partner cities, county, regional and state agencies, including the Southwest LRT Project Office, and other partners to engage in early collaborative strategic planning to maximize the economic and community benefits of the public investment in the LRT line.

The Southwest LRT Community Works project provides an organizational structure and a process for the multiple Southwest partners to:

- garner broad-based community input
- establish and pursue a shared vision for the corridor that recognizes different character areas and each station as a unique transit-centered place
- strategically plan a framework for public investments that not only leverages private investment, but delivers community and economic benefits
- align jurisdictional authorities, policies, technical and financial resources to maximize benefits
- collectively advocate for corridor-wide funding needs
- work in tandem with the LRT project to ensure timely coordination with project decision points, timely infrastructure investments, and successful delivery of the transit line

#### Southwest LRT Community Works Steering Committee

The Southwest LRT Community Works Steering Committee meets monthly and provides overall guidance and direction for the Southwest LRT Community Works Project and includes elected officials from the cities of Eden Prairie, Edina, Hopkins, Minneapolis, Minnetonka and St. Louis Park, Hennepin County, Hennepin County Regional Railroad Authority, Minneapolis Park and Recreation Board, and Minnehaha

Creek Watershed District, as well as representatives from Metropolitan Council, Urban Land Institute-Minnesota, the Southwest LRT Community Advisory Committee, and the Southwest LRT Business Advisory Council (to be formed). The Southwest LRT Community Works Steering Committee developed the following vision for the Southwest LRT Corridor:

Southwest LRT Community Works connects people to jobs, housing, shopping, and fun by collaborating with citizens, businesses, and government to align land use and transit planning so that the Southwest LRT Corridor is a premiere destination that is *accessible, livable, vibrant*, and provides:

- Economic competitiveness and job growth – Promoting opportunities for business and employment growth
- Housing choices – Positioning the Southwest LRT communities as a place for all to live
- Quality neighborhoods – Creating unique, vibrant, safe, beautiful, and walkable station areas
- Critical connection – Improving affordable regional mobility for all users

#### Southwest LRT Community Works Technical Implementation Committee

The Southwest LRT Community Works Technical Implementation Committee is a staff working group composed of representatives from the Steering Committee partners. The TIC's responsibility is to implement the Southwest LRT Community Works work plan. This staff group reports to the Steering Committee and meets monthly.

### **CORRIDORS OF OPPORTUNITY**

"Corridors of Opportunity" (CoO) is an initiative in the Twin Cities region to promote sustainable, vibrant, and healthy communities, using the region's emerging transitway system as a development focus. The Metropolitan Council, Hennepin County, Ramsey County, the Counties Transit Improvement Board, the City of Minneapolis, the City of Saint Paul, the Minnesota Housing Finance Agency, the McKnight Foundation, the St. Paul Foundation, the Urban Land Institute, and other foundations and community organizations, are engaged in these efforts through 2013. The initiative has two funding sources: (1) a Sustainable Communities Regional Planning Grant and (2) funds from Living Cities Integration Initiative.

#### HUD Sustainable Communities Regional Planning Grant

The U. S. Department of Housing and Urban Development (HUD) awarded a \$5 million Sustainable Communities Regional Planning Grant to the Metropolitan Council on behalf of the Corridors of Opportunity consortium. The focus of the project is creating detailed transit-oriented land use plans and development strategies along five emerging transitways: Southwest LRT, Bottineau Corridor, Cedar Avenue Bus Rapid Transit, Northstar Commuter Rail, and the Gateway Corridor (I 94 East). The grant includes vigorous community outreach and engagement, focusing on under-represented communities and traditionally marginalized populations.

The Southwest LRT Community Works project was awarded \$800,000 from the \$5 million Twin Cities HUD Sustainable Communities Regional Planning Grant, part of which funds the Transitional Station Area Action Plans which this RFP addresses. As such, the work completed on the TSAAPs must conform to all Federal guidelines under the HUD Sustainable Communities Regional Planning Grant.

#### Living Cities Integration Initiative

The Living Cities Integration Initiative is a collaboration of 22 of the world's largest foundations and financial institutions that have issued grants, loans, and private investment to the region in support of creating a "whole system" model for the integration of land use, transit and community engagement. ULI-Minnesota's work with Southwest LRT Community Works is underwritten by this grant.

One of the key outcomes of the Living Cities funding is to facilitate the creation of a Corridor Investment Framework. The primary purpose of this work is to create a framework for public investment that helps to attract, shape, accelerate and maximize private investment along the corridor. The CIF will identify strategic investments and catalytic development sites to help prioritize public and private investment, provide clear recommendations on policy and programmatic interventions to help with implementation, and identify the role of key actors to support the implementation strategies. The TSAAPs will be a key part in the development of the Corridor Investment Framework and will be

integrated with existing and ongoing work of Corridors of Opportunity; including the Living Cities and the HUD Sustainable Communities work plans.

## **HENNEPIN COUNTY INITIATIVES**

### Active Living Hennepin County

Active Living is a way of life that integrates physical activity into daily routines, through activities such as biking, walking and/or taking transit. Active Living Hennepin County is a partnership of cities, businesses, state and local agencies, and Hennepin County. Partners include Three Rivers Park District and the cities of St. Louis Park, Hopkins, and Minnetonka. The partnership works to increase opportunities for physical activity in our communities through policy change, infrastructure planning, marketing and communications, mentoring new and potential organizations, and hosting workshop events. Active Living Hennepin County began in 2006 with a contract from Blue Cross and Blue Shield of Minnesota. Active Living Hennepin County is also funded through the Statewide Health Improvement Program.

### Complete Streets

The Hennepin County Board adopted a Complete Streets Policy in July 2009. The policy requires all changes in county corridors to consider the mobility, accessibility and convenience for all corridor users including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and people of all ages and abilities.

## **RELEVANT STUDIES**

Consultants intending to propose should be familiar with the following studies/plans, which are located on the Southwest LRT Community Works FTP site. [FTP site login and password will be provided upon request to adele.hall@co.hennepin.mn.us](mailto:adele.hall@co.hennepin.mn.us).

### Minneapolis Station Area Strategic Plans (February 2011)

In 2010, Hennepin County and the City of Minneapolis conducted a station area strategic planning process for the Royalston, Van White, Penn, 21st Street, and West Lake Street stations along the Minneapolis portion of the proposed Southwest LRT line. The planning process began in May, 2010, with a review of existing conditions and previous planning efforts, and a multimodal access and land use analysis, which, together with input from area residents, businesses, and community groups, formed the basis for opening day and long-range station concepts and recommendations, as well as land use and implementation plans for each station area. The plans are meant to inform future rail design and land use decisions and were provided to Metro Transit, who will engineer and operate the LRT project, and the City of Minneapolis, who holds land use jurisdiction.

### Suburban Station Area Plans (December 2009)

Station Area Plans for Eden Prairie, Hopkins, Minnetonka and St. Louis Park were produced during 2008 and 2009 that represent station area development concept plans for each of the twelve suburban stations of the Southwest LRT line. Although the station area plans have not been officially adopted as part of the individual city comprehensive plans, the cities have considered the plan recommendations in preparing comprehensive plans, and will consult those plans in future station area planning efforts. The stations area plans expanded on previous work, and the new plans recognize the opportunities and demand for intensification of land uses in all the station areas. Within in each plan is an estimate of existing and planned square footage of development within each station area. Rather than representing city-adopted development goals or forecasts, these estimates represent the development capacity within each station area for transit-supportive development, and go far beyond what would typically represent a 20-year time frame.

### Southwest LRT Corridor Investment Framework (Underway, to be completed late 2013)

A Corridor Investment Framework is underway for the Southwest LRT Corridor. The process will identify and evaluate all of the public and private costs associated with the redevelopment of the corridor, identify and rank the highest potential, nearer term opportunity sites and develop detailed strategies to turn these opportunities into projects—with a goal of leveraging as much private sector investment as possible.

This work will provide an overview assessment of the kinds of funding sources likely to be available to the Southwest LRT Corridor to implement planning efforts, as well as information about the potential role of public investments in stimulating private investments. This effort will also include a review of existing station area plans, city specific comprehensive plans and development plans, identification of infrastructure improvements needed to realize transit oriented development and current/proposed development along the corridor.

The TSAAPs will become a key part of the Corridor Investment Framework in identifying the infrastructure investments required prior to opening day of LRT/2017 to achieve the individual station and corridor-wide short-term and long-term development goals. *Note that the Southwest Corridor Infrastructure Inventory, Station Characterization, Corridor Development Assessment, and Community Change data described below are all components of the Southwest LRT Corridor Investment Framework.*

#### Southwest Corridor Infrastructure Inventory (May 2011)

An inventory of the infrastructure investments required to facilitate long-term (re)development at the 17 Southwest LRT station areas and across the corridor as a whole is complete, although it is considered to be only the first step in the process of developing the Southwest LRT Corridor Investment Framework described above. The inventory was compiled by Bonestroo working with the key staff leaders in each of the five cities to prepare and compile cost estimates for all of the projects and investments that will have been identified to date. The inventory process included identifying appropriate cost metrics for application. The information was compiled into corridor-wide spreadsheets, assembled in ways that will facilitate its review corridor-wide, by community, by station area, by project type and by stretches of the corridor.

#### Station Characterization (Complete)

The Center for Transit Oriented Development (CTOD) and ULI-Minnesota worked with the Southwest Community Work Technical Implementation Committee to classify station areas based on key shared characteristics. The process is useful to develop a TOD implementation strategy that balances land use and land values and helps prioritize limited public investments.

#### Corridor Development Assessment (February 2012)

The Center for Transit Oriented Development (CTOD) and ULI-Minnesota evaluated future demand for a range of land uses along the Southwest Corridor as a result of the LRT investments. This study includes:

- An evaluation of how new transit will impact future development capacity and demand
- how corridor-level station characteristics support local and corridor vision and goals
- An evaluation of what has changed due to the shift in demographics and economic conditions
- Corridor-level TOD demand projections for both housing and employment uses
- Identification of development constraints along the corridor and key redevelopment barriers with input from the development community
- Review of case studies of development impacts along other corridors to inform an understanding of how future development demand is likely to play out along the corridor over the short- and long-term
- Findings regarding potential market dynamics along the corridor based on the location of major job and entertainment destinations, and other factors. Given the concentration of jobs around the southwest corridor there is potential for nearby station areas to absorb a new demand for apartment housing that might otherwise not locate at these stations

#### Community Change Data (April 2011)

An assessment of ULI MN community change data was completed at the neighborhood level along the Southwest LRT and includes: key demographics (such as household numbers and age ranges) tied to housing types (such as owner occupied, rental, apartment, single family detached and attached); turnover/mobility; retention; connection to jobs; and commute patterns, from 2004-2009.

#### Southwest LRT Conceptual Engineering Plans (May 2010)

Conceptual engineering plans were developed during the Southwest LRT Alternatives Analysis (AA)/Locally Preferred Alternative (LPA) selection process. The conceptual engineering plans will be refined during

Preliminary Engineering (PE). The PE process will develop the engineering plans to approximately 30%. The TSAAPs are intended to provide input into the PE process based upon the land use impacts of the conceptual engineering plans. Any modifications to the conceptual engineering plans will be made during the PE process under the direction of the Metropolitan Council and in consultation with agency partners.

#### Transit Improvement Areas

Transit Improvement Areas (TIAs) are tracts of land near transit stations specially designated by the State of Minnesota that support bus rapid transit, light rail transit, or commuter rail and have the potential to increase ridership and stimulate new commercial and residential development. TIAs within the Southwest LRT Community Works corridor are: Royalston, Van White, Penn, West Lake, Beltline, Wooddale, Louisiana, Blake Road, Downtown Hopkins, Shady Oak, and Opus.

#### Southwest LRT Community Works Participation & Community Engagement Survey (May 2011)

The Southwest Corridor cities completed this survey, which compiles information on city public outreach policies and practices. It includes information on preferred outreach methods and communication tools, city advisory bodies, efforts at reaching under-served communities, and evaluation.

#### Corridor Demographic Maps

Using US Census Data, the Metropolitan Council created demographic maps of the Southwest LRT Corridor including: population by race, foreign-born status and household income; affordable housing and job density; labor shed for employers (residential density); commuter shed for resident workers (employment density). <http://www.metrocouncil.org/planning/COO/maps/CorridorMaps.htm>

#### Affordable Rental Opportunities in a Changing Suburb March 2011

This report identifies rental property gentrification risks in the Hopkins Blake Road Station Area coincident with Light Rail Transit.

#### Southwest Subsidized Property Analysis May 2010

This analysis from the Housing Preservation Project identifies certain subsidized properties in the Southwest corridor, details their tax credit encumbrances, and suggests the impacts on their affordability in the years to come.

#### University of Minnesota Southwest Corridor Capstone Projects (May 2011)

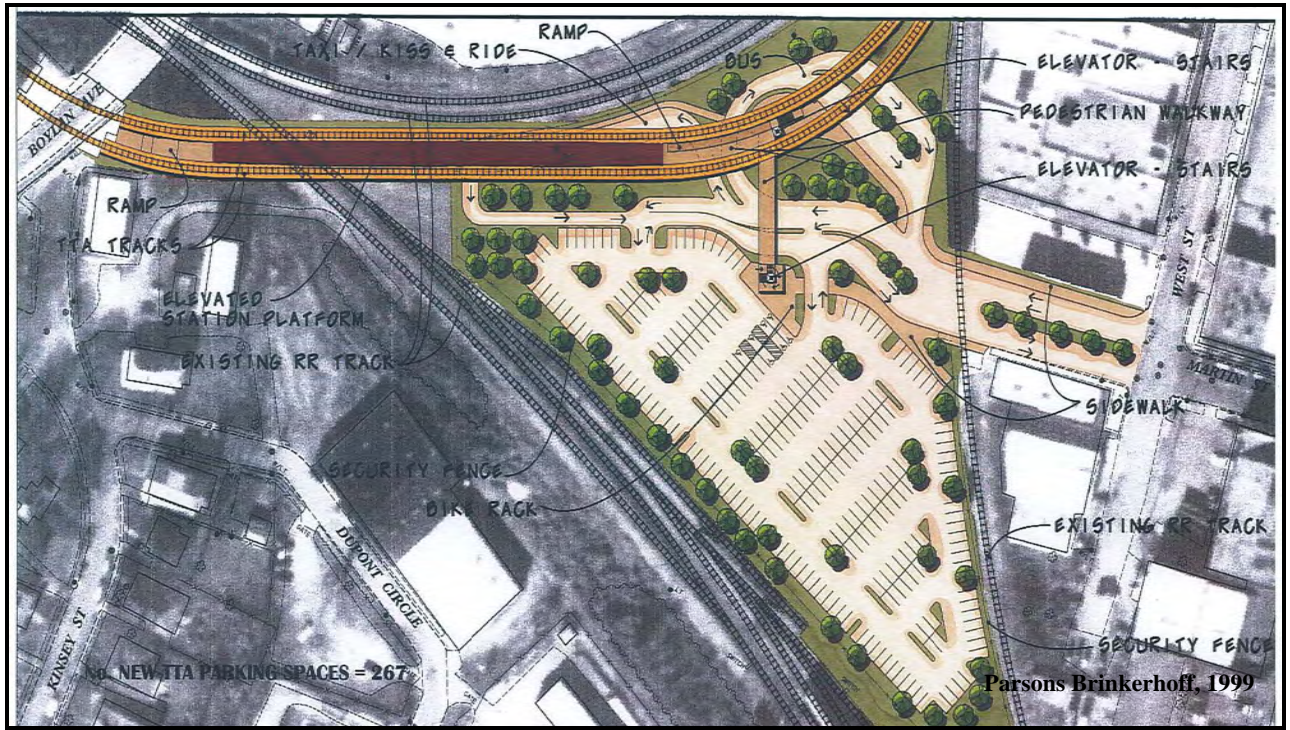
Students from the U of M urban planning and civil engineering programs worked with Southwest corridor cities to produce these projects, which address various Southwest Station Areas.

### **OTHER RELATED GUIDELINES/PLANS**

Consultants should also be familiar with the following:

- Comprehensive Plans for the Corridor Cities
- Metropolitan Council Development Guide
- Metropolitan Council Transportation Policy Plan (TPP)
- Hennepin County Transportation System Plan (TSP)
- Municipal transportation plans

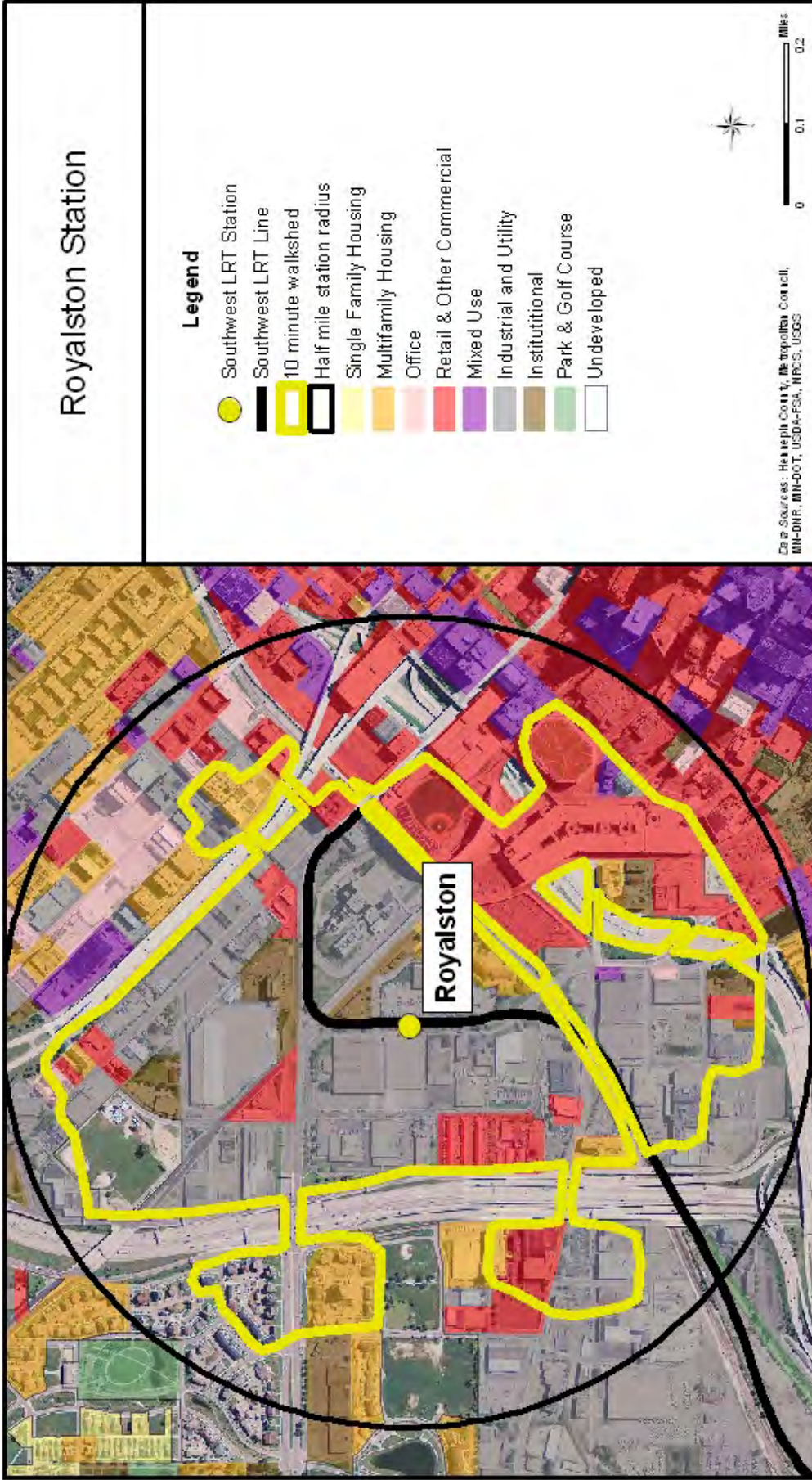
# PLAN SCALE EXAMPLE





## **APPENDIX B: CORRIDOR MAP & STATION MAPS & DESCRIPTIONS**

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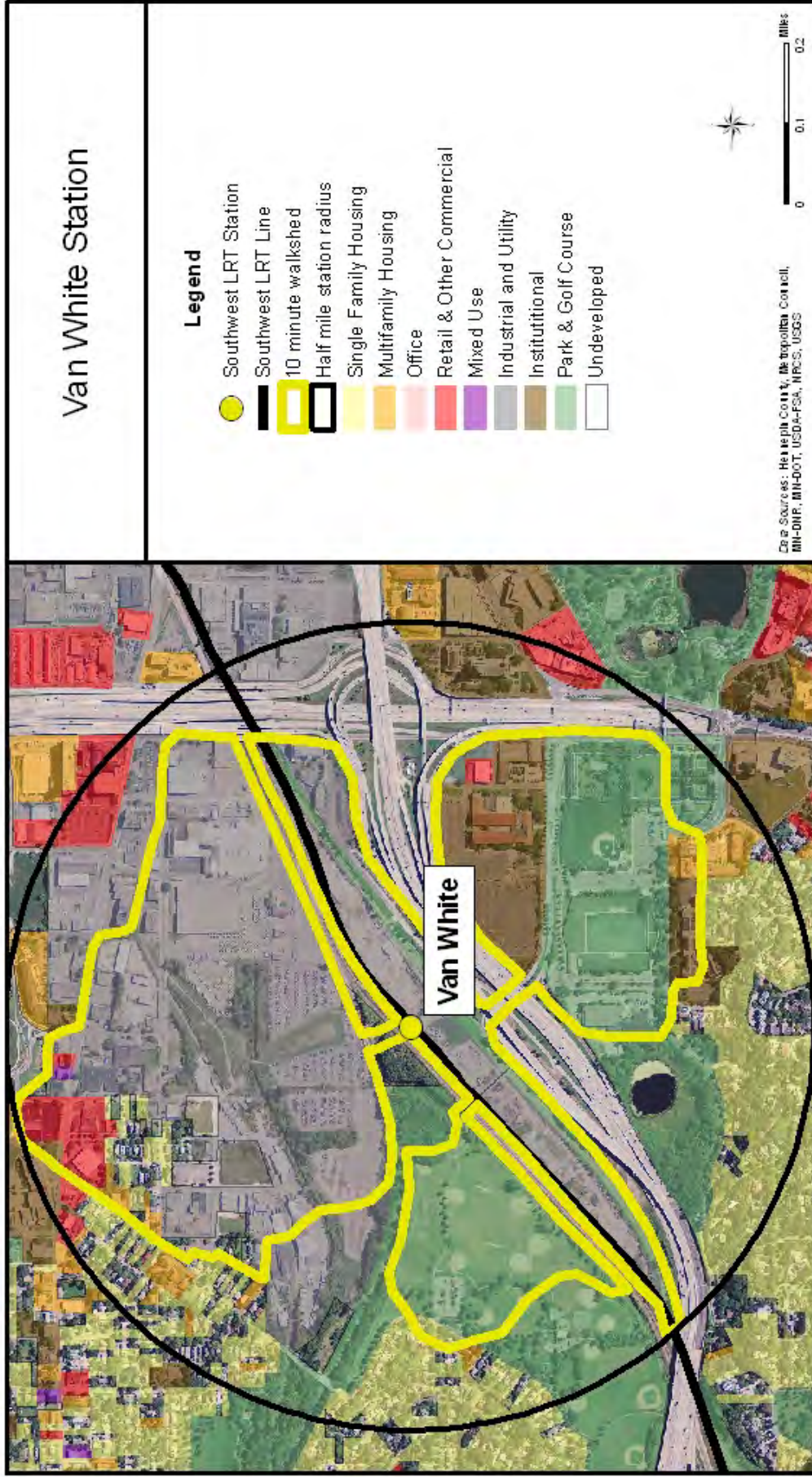


Existing Station Area Development Character

- Just west of Minneapolis downtown office core in North Loop neighborhood.
- Major near by destinations are the Minneapolis Farmers' Market and Target Field.
- Surrounded by low-rise industrial uses, while the larger station area includes commercial, office and multi-family residential. Several public uses such as the traffic engineering building are in the station area.

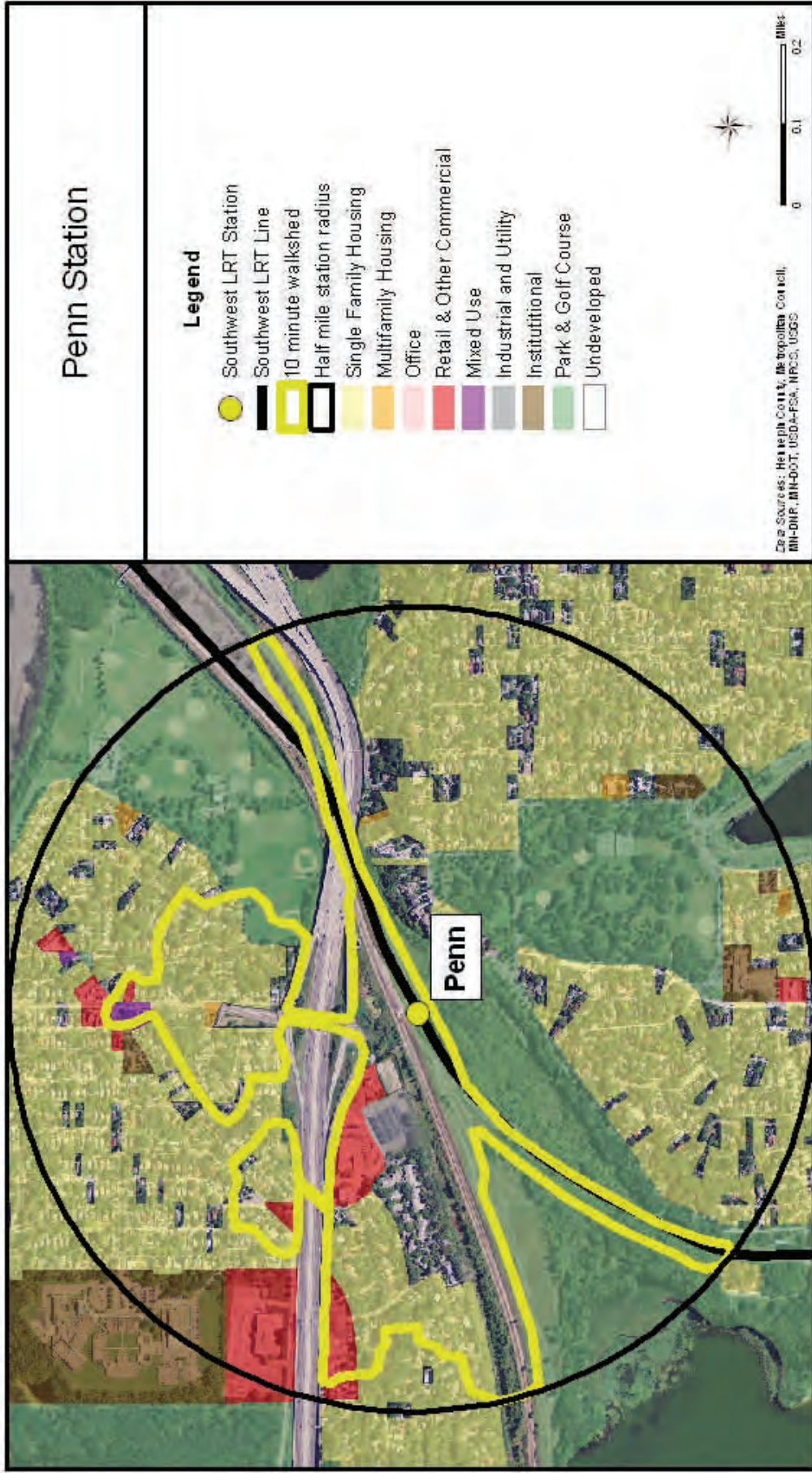
Station Vision

- The existing uses are stable and employ a large number of people, but infill and densification is expected over time. Target Field and the Farmers' Market (which could be expanded) will be major destinations. This station would be the primary location for bus connections to North Minneapolis.



Existing Station Area Development Character

- This station is located in the Bassett Creek Valley area which is identified as a "Growth Center" in the Comprehensive Plan, and in the [Bassett Creek Valley Master Plan](#), updated in 2006.
  - The station area includes public outdoor storage/concrete crushing, I-394, Bryn Mawr Meadows, and the City's impound lot. Parade Stadium, Dunwoody and the Walker Arts Center are short distance away.
  - Plans are underway for the construction of Van White Memorial Boulevard which will connect North and South Minneapolis through the Bassett Creek area. The Luce Line Trail, Cedar Lake Trail, and the Bassett Creek Trail also pass through the area.
- Station Vision
- The Bassett Creek Valley Master Plan calls for redevelopment of the public parcels as a mix of medium to high density office, residential, and civic uses. Ryan Companies currently has development rights to Linden Yards West and hopes to build office space. A commuter rail lay-over facility has been proposed for the eastern side of Linden Yards.



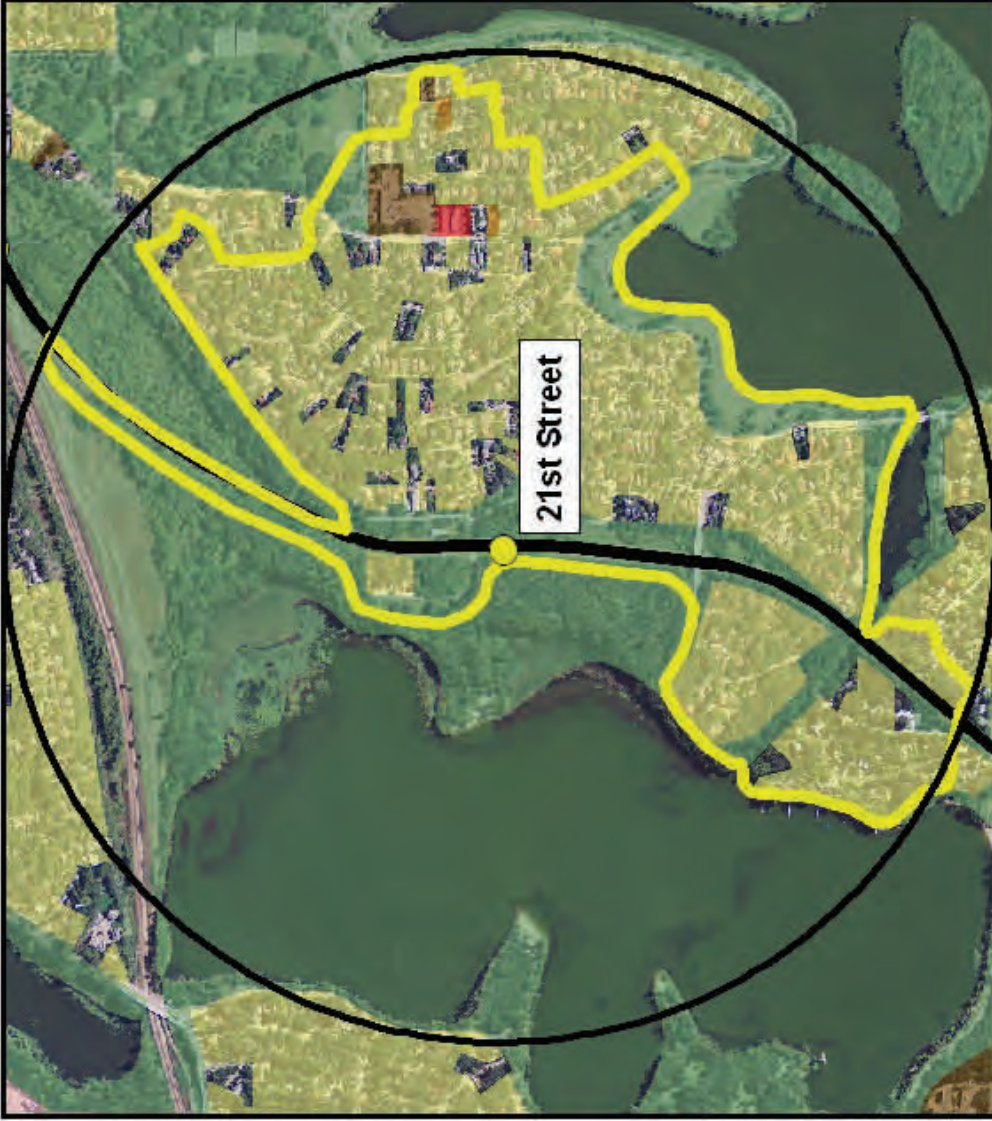
Existing Station Area Development Character

- The station would sit in a valley just south of I-394 with an established, high-income neighborhood on the bluff to the south and approximately 5.5 acres of older, 1-2 story industrial/office space on the bluff to the north.
- The HCRRA owns a large parcel south of the rail corridor. The Cedar Lake Bike Trail and Kenilworth bike trail come together just south of the station near Cedar Lake Park

Station Vision

- Current Comprehensive Plan policies support mixed-use development and there is strong redevelopment potential for the 5.5 acres west of the platform.
- The station design will have to include a bridge to the station. This design could be greatly enhanced with a transit oriented development project.
- At the station level, connections to trails present good opportunities for connectivity.

# 21st Street Station



## Legend

- Southwest LRT Station
- Southwest LRT Line
- 10 minute walkshed
- Half mile station radius
- Single Family Housing
- Multifamily Housing
- Office
- Retail & Other Commercial
- Mixed Use
- Industrial and Utility
- Institutional
- Park & Golf Course
- Undeveloped



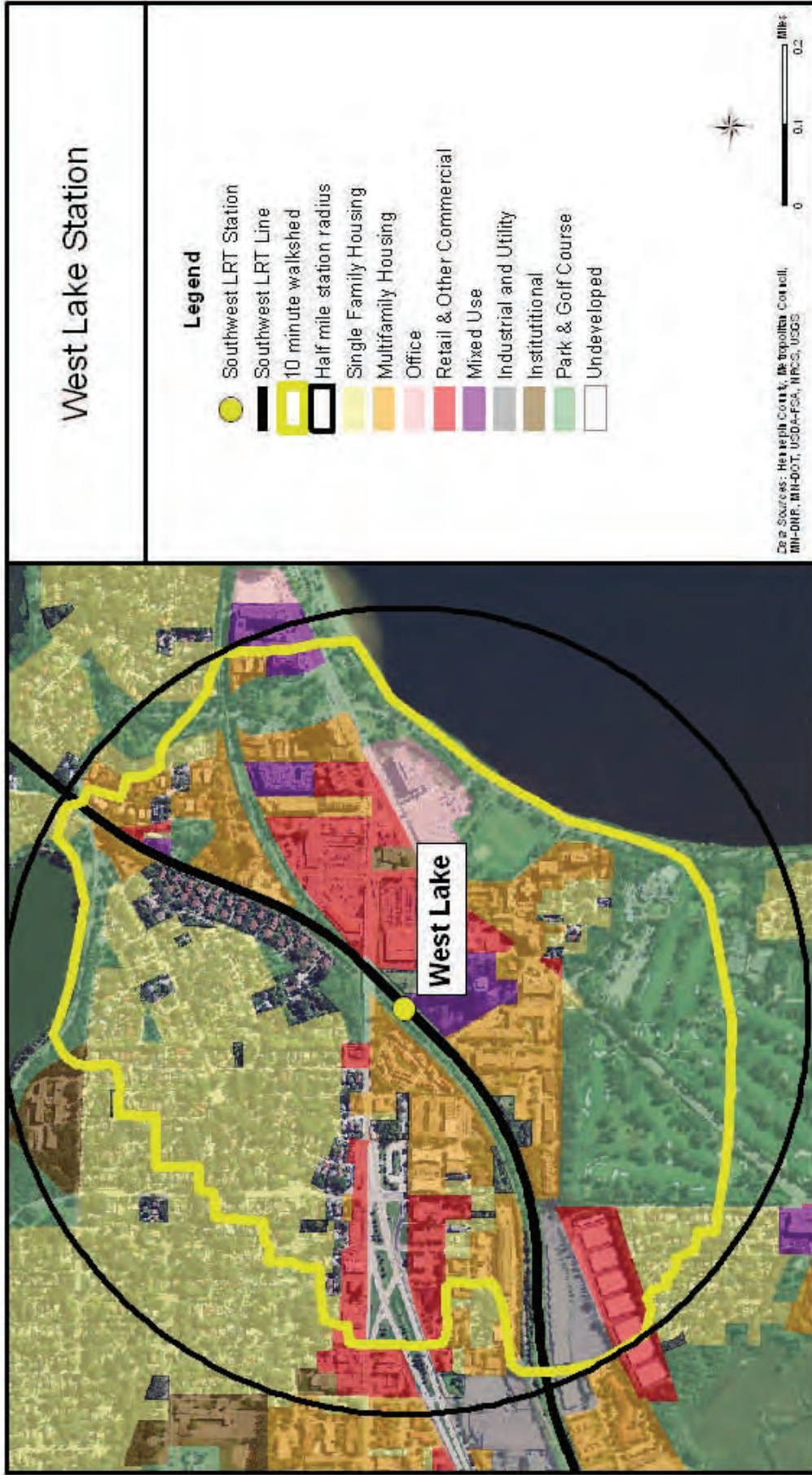
Scale: 0 0.1 0.2 Miles  
 Data Sources: Hennepin County, Metropolitan Council, MN-DNR, MN-DOT, USDA-FSA, NRC-S, USGS

### Existing Station Area Development Character

- The station will be located adjacent to the Kenilworth Bike Trail and Cedar Lake Park in an established, higher-income neighborhood between Cedar Lake and Lake of the Isles.

### Station Vision

- Current policy does not support increased density and there is little development potential at this site.



Existing Station Area Development Character

This station is located adjacent to the Southwest LRT Bike Trail behind the Calhoun Commons Shopping Center south of West Lake Street in an active, mixed-use area with retail and high-density residential uses predominating.

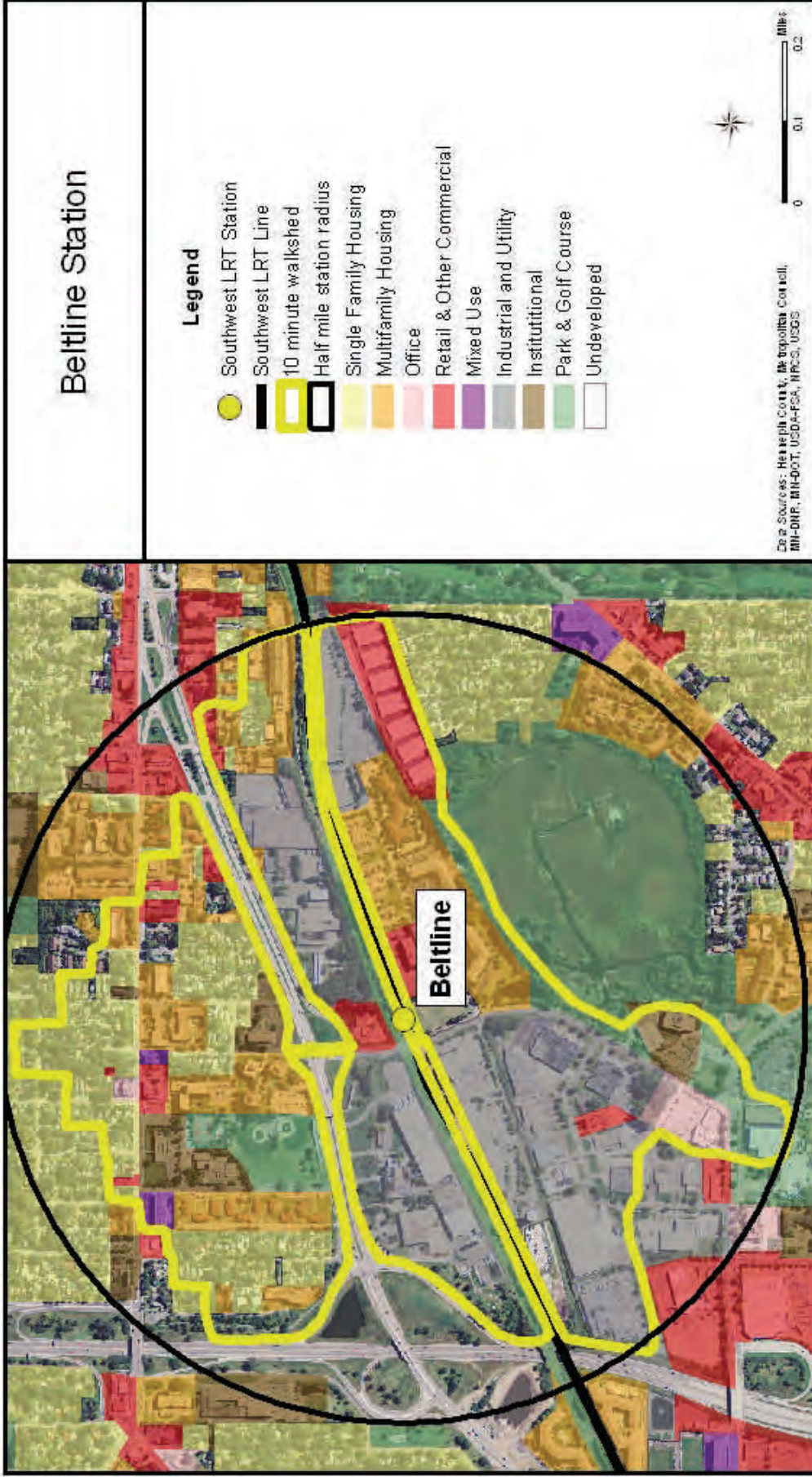
Lake Street is designated as a “Commercial Corridor” in the Comprehensive Plan and Calhoun Commons is identified as a “Major Retail Center”.

The HCRRA currently owns a 1.52 acre parcel of land to the east of the HCRRA’s Southwest Corridor abutting the Calhoun Commons commercial property.

Lake Calhoun and Uptown are a short distance from the station.

Station Vision

Adopted plans call for high-density, mixed-use development, but the existing auto-oriented shopping centers are modern and successful. Residential redevelopment is likely to occur first.



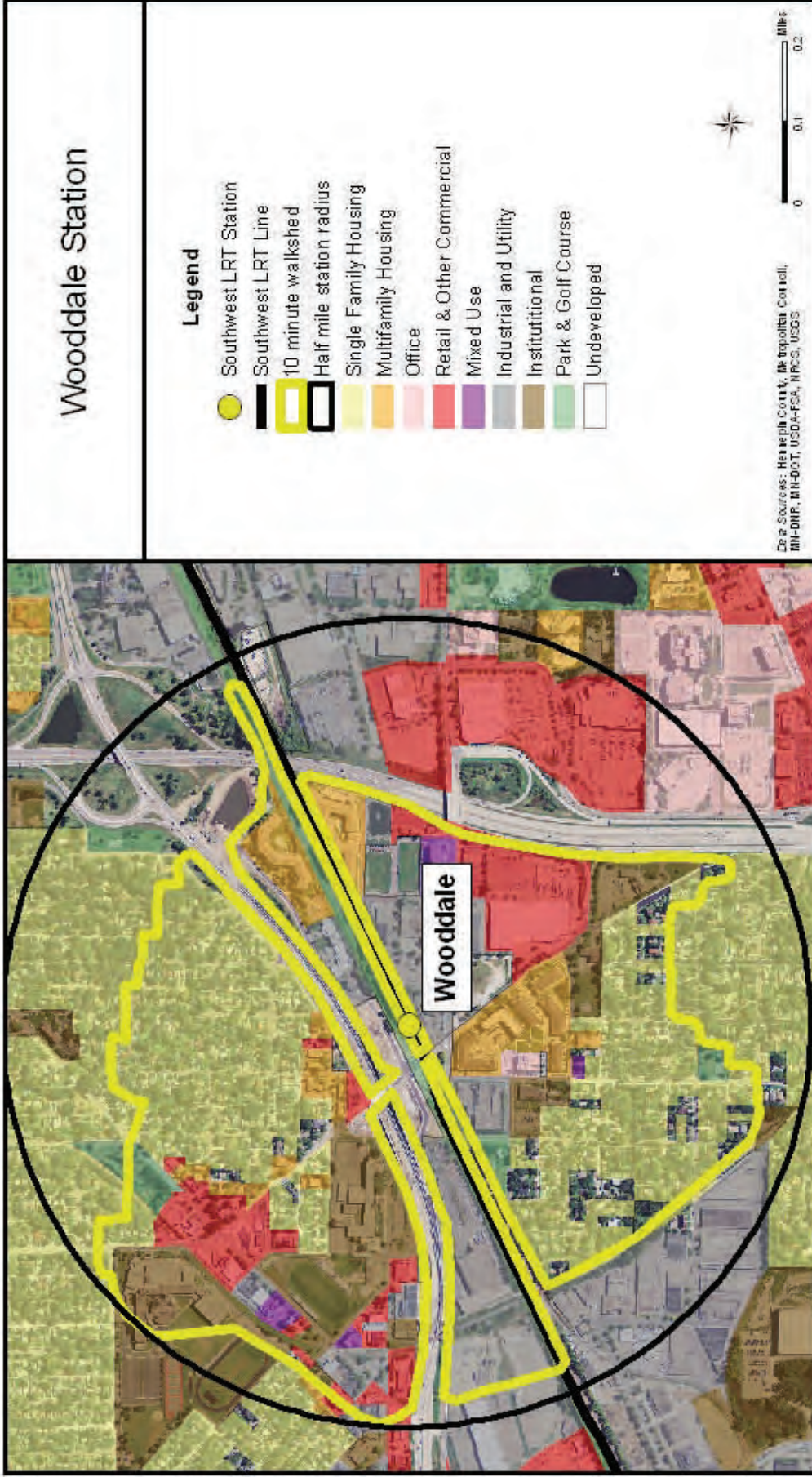
Existing Station Area Development Character

- Urban Center – primarily industrial area changing to more business park (office-showroom) uses; residential, institutional, open space and city’s Rec Center within ½ mile
- Largely industrial employment center with more than 10,000 employed within/just outside of station area
- Mixed use in character with 1-2 story office and industrial/office/showrooms; medium and high density housing and parks and open space (Bass Lake Preserve).
- Immediate vicinity to station is Nordic Ware manufacturing facility with Peavy-Haglin Grain Elevator
- Excelsior & Grand (15 acre mixed use development) is just over ½ mile south of station, accessible via Bass Lake Preserve’s trail system
- Recent development includes the mixed-use Excelsior and Grand development (322 condominiums, 338 apartments, 91,000 sq ft of retail space for shops, restaurants and other commercial); a \$40 million 60,000 square-foot expansion to Nordic Ware; and renovations and improvements to Wolfe Park

St. Louis Park Rec Center with water park, two indoor hockey rinks, trails, picnic and park facilities.

Station Vision

- Continue and expand on the existing office, office-showroom and light industrial land uses surrounding the station. Introduce “business park” land uses and zoning to modify the industrial uses by allowing office and minor service uses. East of the station, introduce medium to high density residential uses that take advantage of the proximity to Bass Lake Preserve while expanding the existing residential neighborhood in that area.



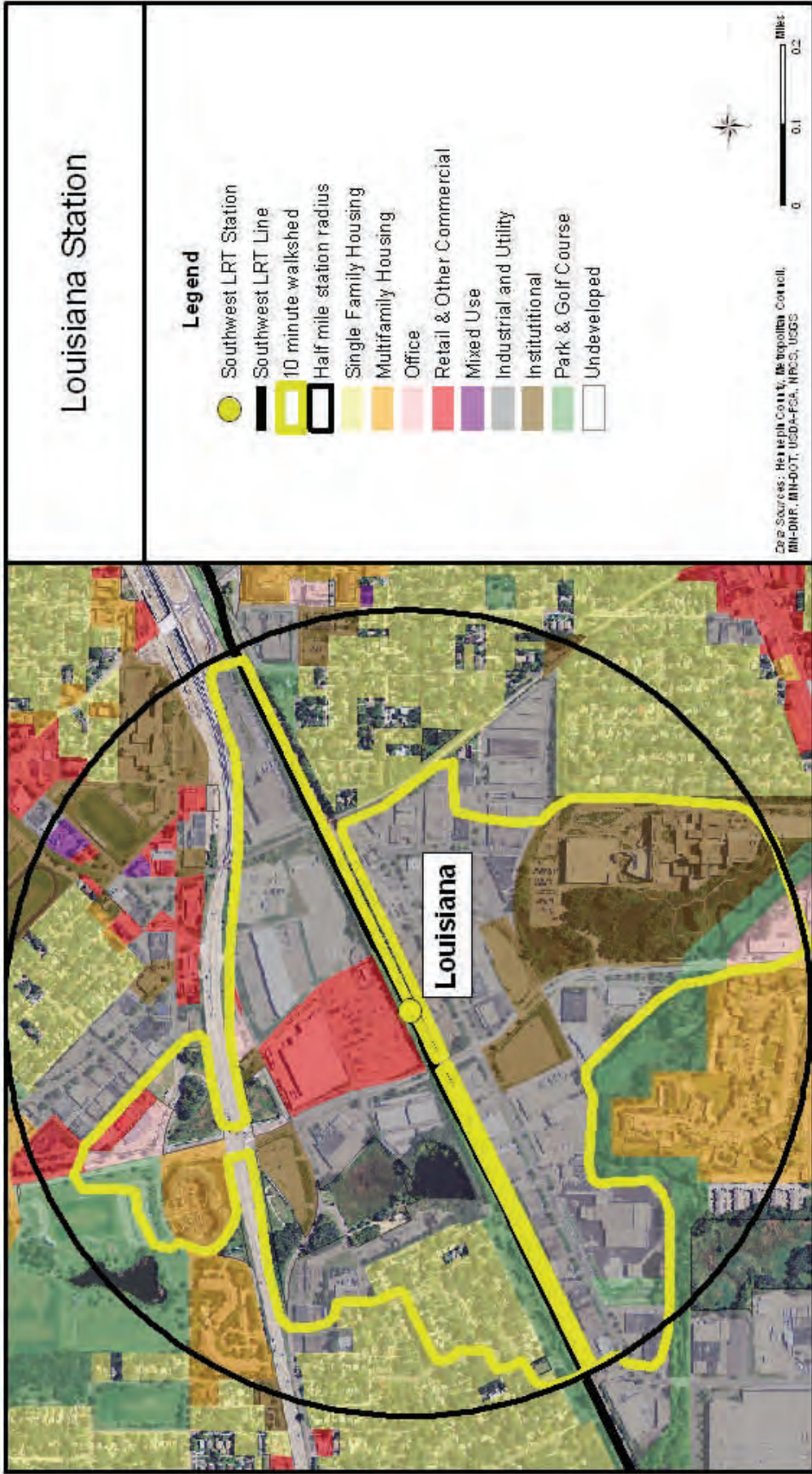
Existing Station Area Development Character

- Urban Neighborhood – Mixed Use, some industrial, new multifamily residential, future office, an elementary school and the High School
- The Wooddale Station has connections to housing, retail, and neighborhood entertainment, with established moderate density residential neighborhoods north and south of the proposed station, retail to the east, and new clusters of higher density mixed use development (4-5 stories) located immediately adjacent to the station and alignment.
- The mix of developed land uses within ½ mile of the station is: 33% residential, 7% industrial, 7% civic/institutional, 11% commercial and 4% office.
- Examples of companies in this station area are: Schools, various retail stores (such as Target, Byerly's, and Burlington Coat Factory), Douglas Corporation (with 77 employees), McGarvey Coffee, Bemis Co., Inc., Computerplace.
- Recent developments include: Hoigaard Village a 9.6 acre mixed-use development, with 374 units of housing and 25,000 square feet of retail in four and five story buildings; Village in the Park, 204 condominiums; and 110 units of senior housing with 15,000 square feet of street-level office and retail; and Wooddale Pointe is an approved 5-story senior housing mixed use building to begin construction in 2011.

Station Vision

- Focus the highest intensity development with active ground floor uses on Wooddale Avenue and W. 36th Street. Respect the adjacent established residential neighborhoods and design redevelopment projects to transition in scale and pattern from higher density near the LRT station to a lower scale adjacent the existing single family housing.





Existing Station Area Development Character

Land use: office (2%), industrial (10%), a mix of single and multi family residential (21%), and civic/institutional (10%), including the Methodist Hospital complex, and retail commercial (5%), including one large big-box retail building, Sam's Club.

Most single family residential neighborhoods within the station area are part of a dense grid network

An outdoor building supply storage yard and aging, underutilized or functionally obsolete low scale industrial uses immediately south of the station provide an opportunity for transit oriented development.

Water and wetland amenities, public access to Minnehaha Creek

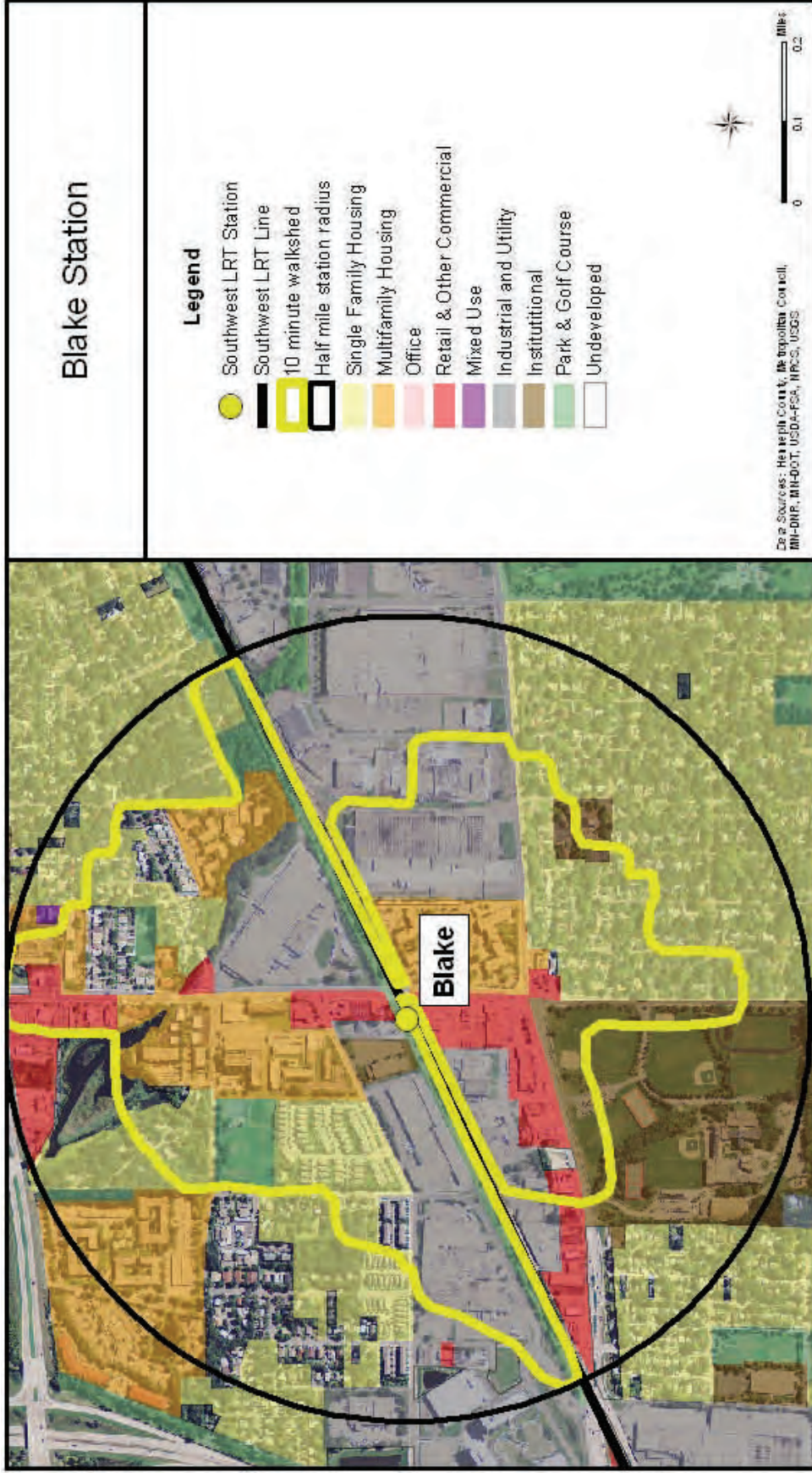
Methodist Hospital added a six story, 206,800 square foot addition, completed in 2005

Station Vision

The Louisiana Station is envisioned as an employment and healthcare center due to its proximity to Methodist Hospital. Plans call for an elevated transit station with a park and ride facility nearby.

Higher density office and medical uses and mixed-use buildings with lower level retail are envisioned along Louisiana Avenue.

Light industrial uses would remain in key areas along the railroad tracks to provide a buffer to other uses, as well as to provide needed jobs and services to the surrounding community.

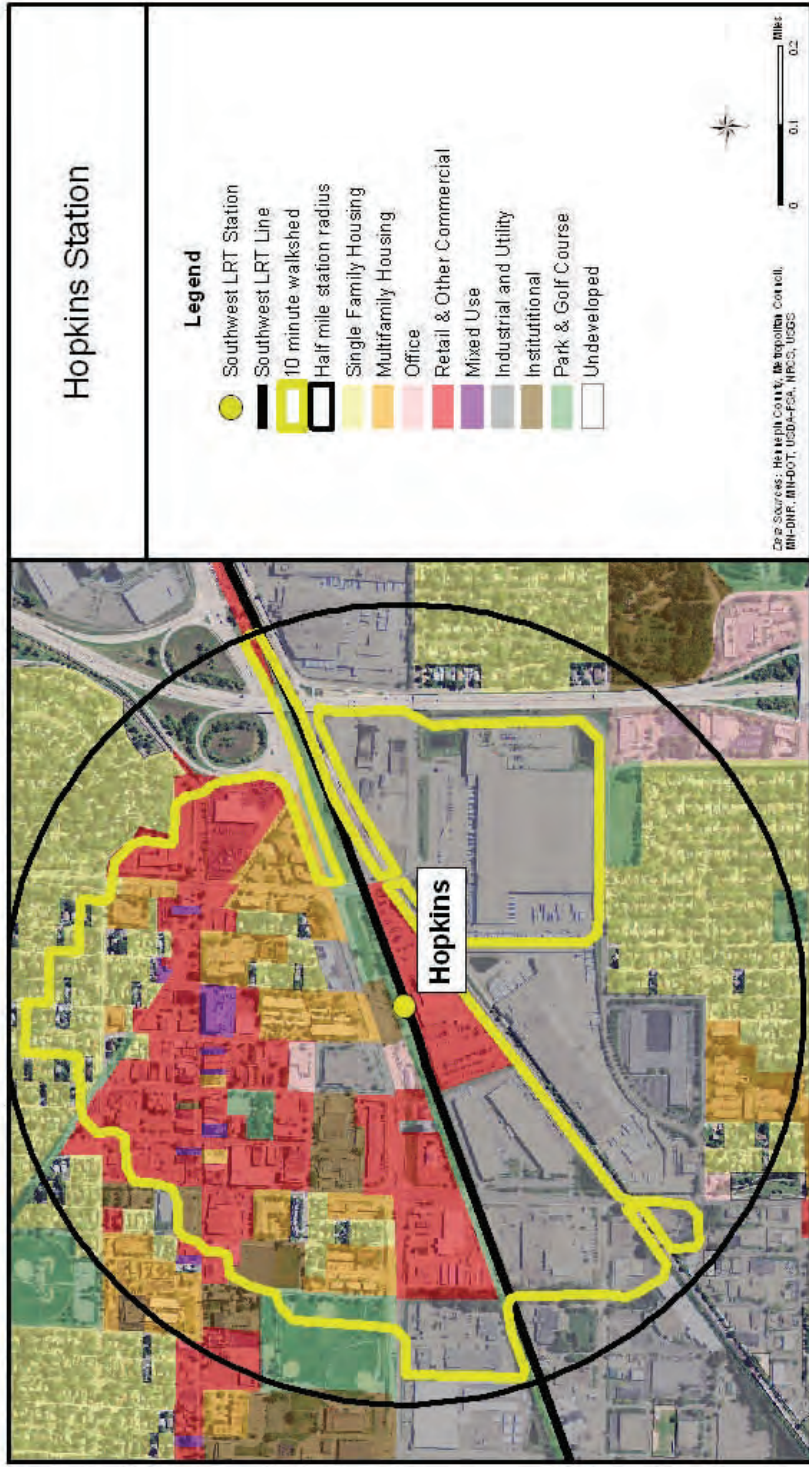


Existing Station Area Development Character

- A mix of residential (multifamily and moderate density single family uses—about 60%), office and industrial uses (25%), and commercial (5%); institutional uses (school) constitute the remainder
- Within the ¼ mile radius of the station (northeast quadrant) is the 17-acre Hopkins Cold Storage site, a large industrial site, that is seen as a prime redevelopment site. This industrial/office property is typical of the industrial character of the area at present directly along the alignment.
- In the northwest quadrant, beyond the industrial uses, are higher density multifamily and traditional grid-style single family homes and duplexes.
- In the southeast quadrant of the station area is a higher density multifamily residential complex, and beyond that smaller lot single family homes on the traditional grid.
- Southeast of the station is Blake School, a private middle and high school complex with athletic fields; Along Excelsior Boulevard and Blake Rd are retail uses.
- On the western edge of the station area and along the LRT alignment is the newly constructed (2009 completion) Excelsior Crossings, a 740,000 sq ft six story LEED Gold office project, which is Cargill's world headquarters, with space for about 3,300 jobs.

Station Vision

- This station is seen as a catalyst for redevelopment in a neighborhood working toward revitalization. The expansive redevelopment of a 30-acre former grocery warehouse into Cargill's World Headquarters and an expanded park along Minnehaha Creek set the tone for additional redevelopment of the entire station area.
- The Blake Road station will serve more than 3,500 employees and is near a large (17 acre) redevelopment parcel where office and housing are envisioned. Other transit-oriented development planned for the station area includes neighborhood supporting retail and additional new housing, as well as significant public realm improvements.

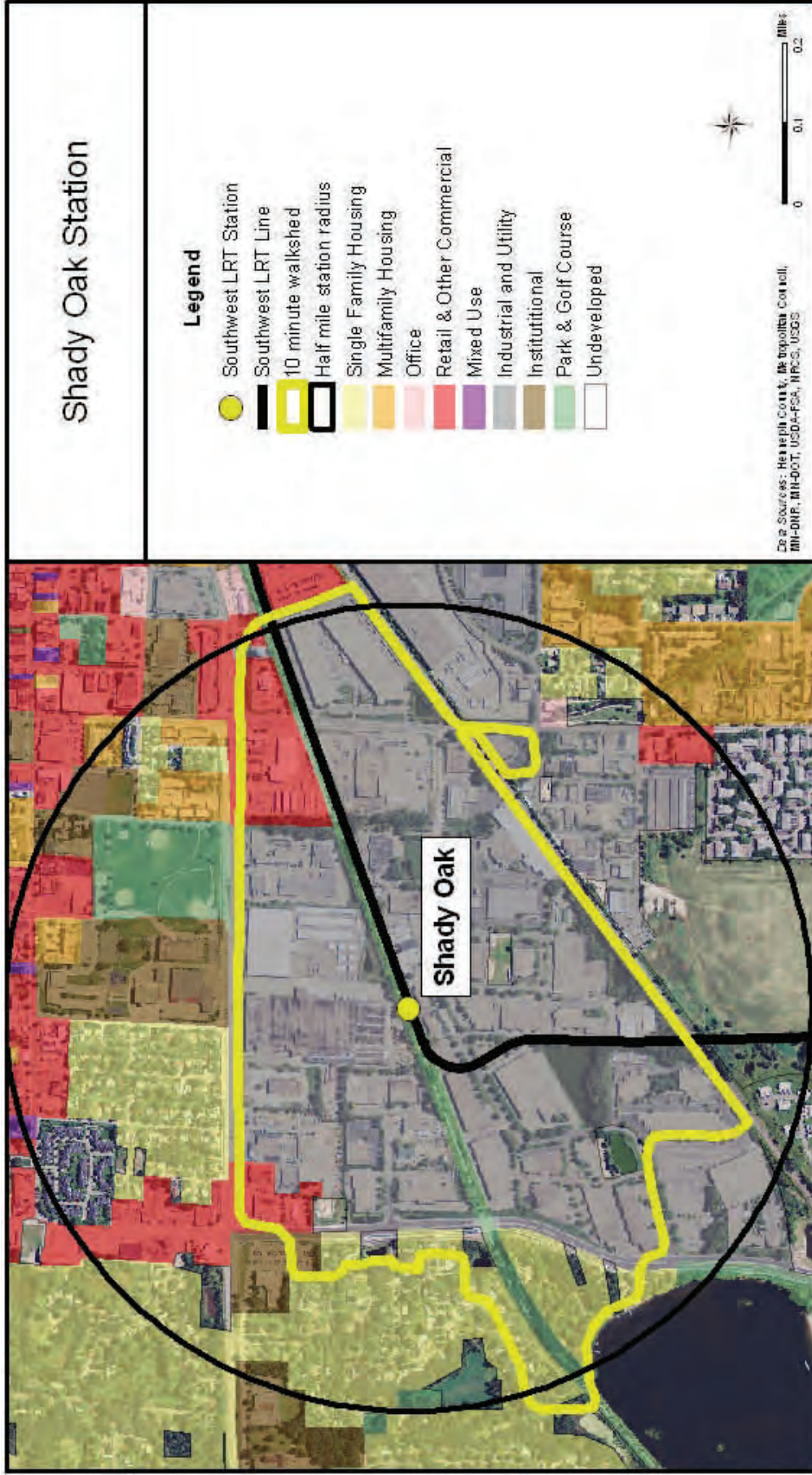


#### Existing Station Area Development Character

- The commercial center, a true main street with most historic buildings and a mix of high density condos apartments, neighborhood services, entertainment, and institutional uses. 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup> Avenues have a mix of housing, retail and office uses, but not necessarily with the desired transit supportive design and density
- South of downtown are large industrial and commercial facilities, including the SuperValu Foods distribution center and Hopkins Honda.
- Two fairly sizable vacant and redevelopable sites are located on 8<sup>th</sup> Avenue South and at the intersection of Excelsior Boulevard and TH 169, east of the station.
- Recent developments have mostly been mixed-use or residential: condominiums and apartments.

#### Station Vision

- This station is seen as the Gateway to Hopkins and will provide access to the myriad activities on Mainstreet, including housing, retail, services, and amenities such as parks and the Hopkins Center for the Arts. The station is located 2 blocks south of Mainstreet, and the City has made 8<sup>th</sup> Avenue South a priority corridor to connect the two for pedestrians, bicyclists, vehicles, and transit riders. The station plaza is envisioned to be a major gathering place and special attention should be given to the separation of bus, automobile drop-off and bikes/pedestrians.
- This station is at the convergence of the SW LRT Trail Lake Minnetonka LRT Trail and 8<sup>th</sup> Avenue serves as an on-road trail connector.
- The 8<sup>th</sup> Avenue South corridor, in addition to the 9<sup>th</sup> and 7<sup>th</sup> Avenue South corridors and Mainstreet, are seen as the most significant redevelopment opportunities to support the Downtown Hopkins station with a mix of housing, retail and office uses. These corridors already have a mix of these uses, but not at a density or design supportive of Transit-Oriented Development. The west side 8<sup>th</sup> Avenue South corridor is currently being targeted for redevelopment, with at least one project under design.
- The Downtown Hopkins Station is also near a redevelopment opportunity south of Excelsior Blvd. This site is at the Excelsior/HWY 169 intersection, and has been on the market for 2 years but is currently under contract by Luther Companies. The 9-acre vacant site was formerly industrial and has been recently up-zoned to Business Park and is within ¼ mile of the station. The City envisions this site or another candidate as a hotel use.
- The Downtown Station is not viewed as a commuter station and very little if any parking is desired. If parking is included in the station area, it should be shared parking located north of Excelsior Boulevard.

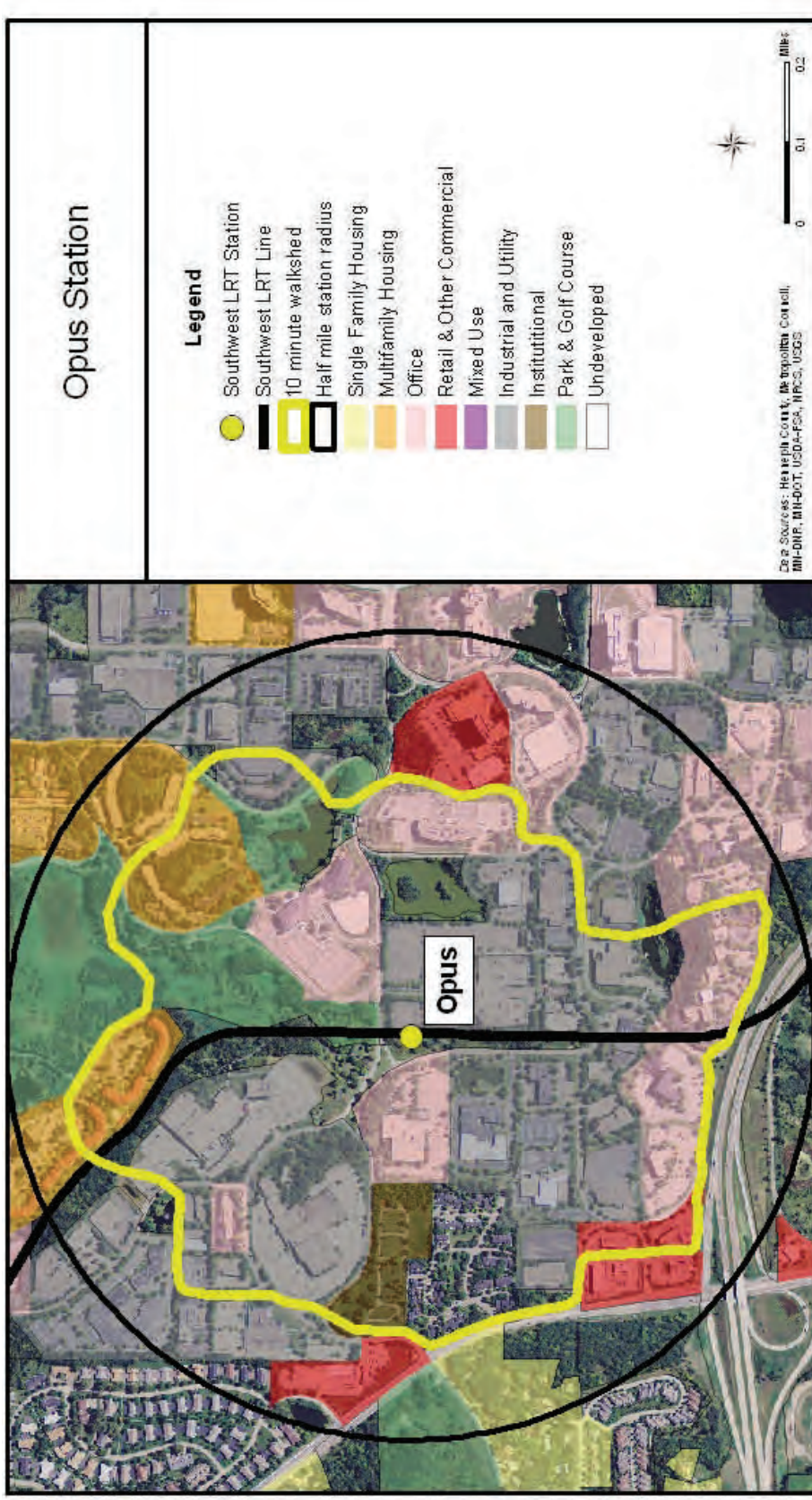


Existing Station Area Development Character

- The station itself and the eastern portion of the station area are in Hopkins; the western portion of the station area is in Minnetonka.
- Area nearest the station is landlocked, and is a low density/single story, aging, industrial area lacking in streetscape and pedestrian facilities
- Outside 1/4 mile station area is primarily single-family residential on traditional grid mixed with commercial.
- The Minnetonka 2030 Comprehensive Guide Plan calls this area a Neighborhood Village Center and recommends the redevelopment activities include the appropriate TOD design techniques.

Station Vision

- Because the station platform area is landlocked, demolition of some existing buildings and new infrastructure, including streets and pedestrian walkways, will need to be added prior to the operation of LRT.
- Redevelopment of the area is expected to occur around the station area first and then push outward towards Minnetonka and later towards Hopkins with a mix of high density residential and mixed use.
- When redevelopment is initiated, it is expected that it include coordination of access to improve safety, inclusion of appropriate transit oriented development design techniques, buffering/screening of adjacent residential neighborhoods, consolidation of access, pedestrian/bicycle connections and facilities, and appropriate retail that does not compete with the destination retail of the downtown Hopkins area.



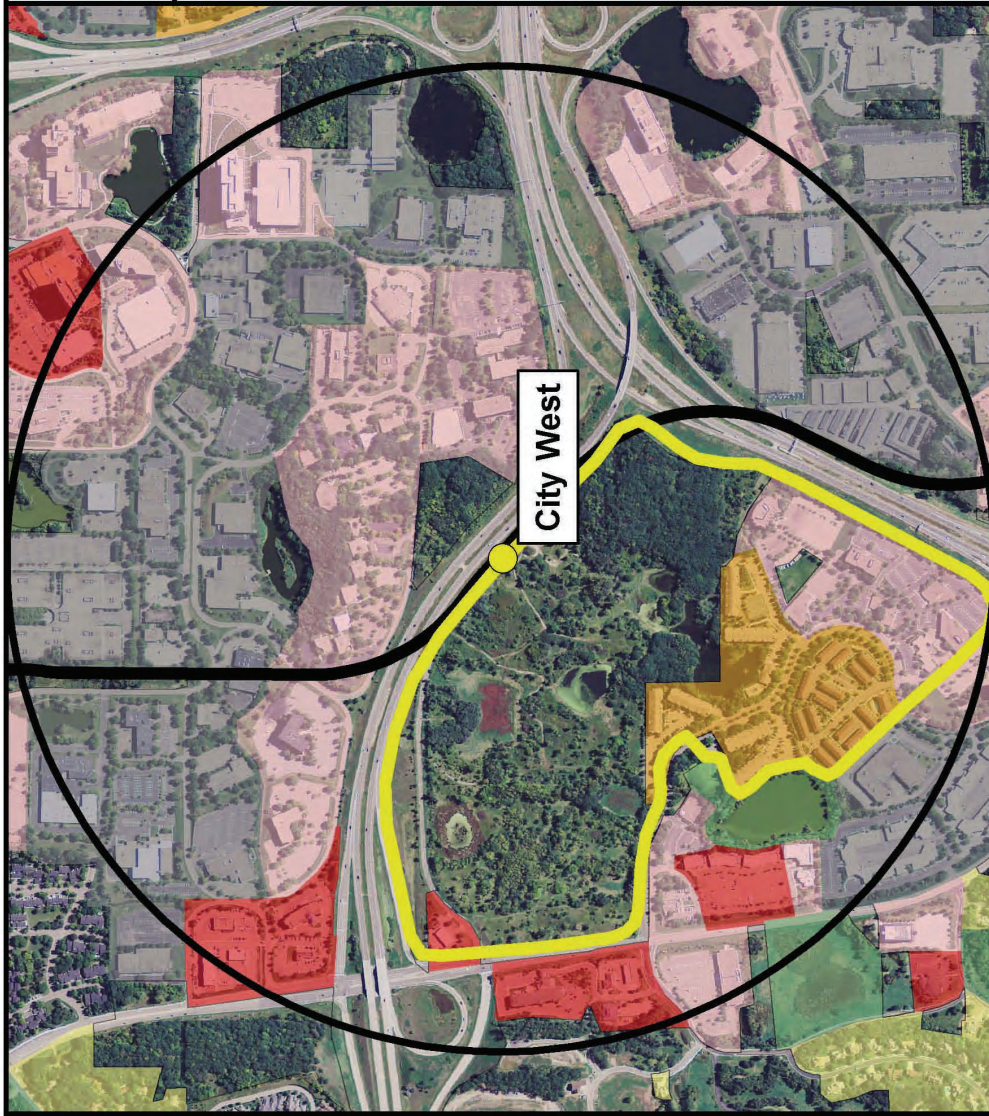
Existing Station Area Development Character

- A major employment center in the SW Twin Cities with 12,381 jobs and 1,343 residents in 2010, including many corporate headquarters such as United Health Group, American Medical Systems, Comcast and G&K.
- Built primarily in 1970s and 80s as single or two-story buildings with large footprints and surface parking
- All 858 housing units are multifamily condos, townhouses or apartments
- Designed in a park-like setting around a 6-mile trail system, which avoid at-grade street crossings
- Buildings accessed through a one-way roadway system
- Minnetonka's 2030 land use plan indicates a continuation of mixed office, light industrial, service commercial and additional residential uses. The city's policies support mixed uses and higher density residential uses in regional centers and corridors to support transit and LRT service.
- Recent developments include two new 10 story UnitedHealth Group office towers that will house 3,250 employees; renovation of an existing office building into 164 condominiums, 34 of which are affordable; and an addition to the existing 105,000 square-foot Opus Headquarters that more than doubled the size of the building.

Station Vision

- Redevelopment of the area around the station is anticipated to be a mix of high density residential and office with some retail components.
- The unique six-mile trail system has no at-grade crossings of roadways, so while a valuable asset to the area, it does not allow door to door access to buildings. Thus, a critical part of the redevelopment of the area and preparation for LRT will be construction of a secondary pedestrian connection system or modifications to the existing system to allow LRT riders and others access from the station to businesses or homes.

# City West Station



## Legend

- Southwest LRT Station
- Southwest LRT Line
- 10 minute walkshed
- Half mile station radius
- Single Family Housing
- Multifamily Housing
- Office
- Retail & Other Commercial
- Mixed Use
- Industrial and Utility
- Institutional
- Park & Golf Course
- Undeveloped



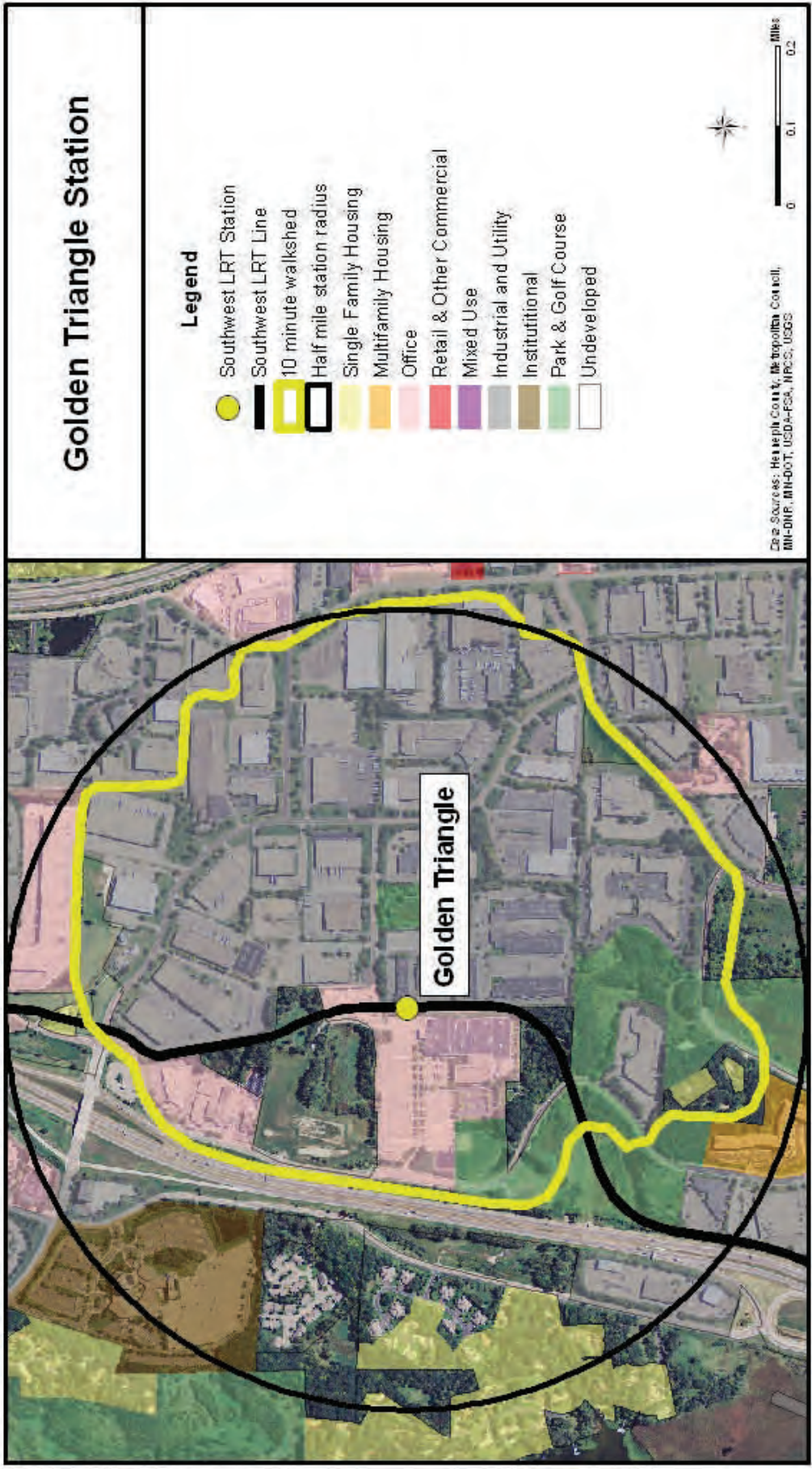
Data Sources: Hennepin County, Metropolitan Council, MN-DNR, MN-DOT, USDA-FSA, NRCS, USGS

### Existing Station Area Development Character

- Nearest the station area is underdeveloped, natural land with rolling topography, wetlands, and mature trees
- Development is in the far reaches of the station area, or separated by a freeway from the station location. It is primarily office with medium and high density housing, accessed via curving streets, and situated in a natural setting with rolling topography and numerous wetlands.
- United Health Group, a national leader in health insurance, owns the property surrounding the station and has a plan to develop this area in the near future.

### Station Vision

- The UnitedHealth Group plan is an office campus adjacent to the station.

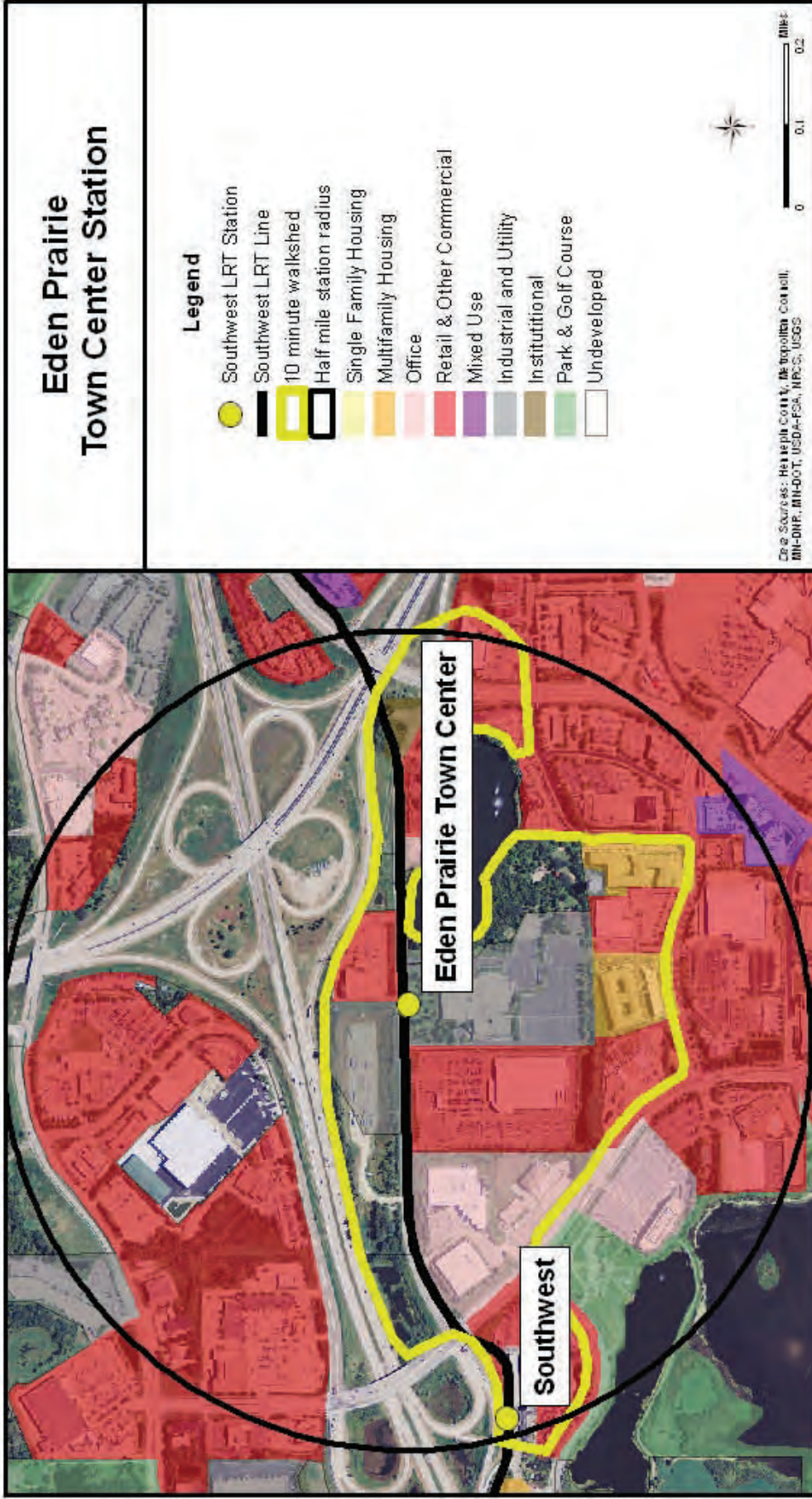


Existing Station Area Development Character

- A low-density office and industrial employment center made up mostly of one-two story high-tech industrial/offices, warehouse/corporate distribution facilities with adjoining surface parking lots
- Golden Triangle is bounded on all three sides by highways
- Some medium-rise office buildings and commercial business headquarters are also located in the Golden Triangle. Currently experiencing a high vacancy rate similar to many business parks throughout the nation.
- Pockets of residential uses are to the far southwest and western portions of the station area.
- Two institutional parcels (the Eagle Ridge Academy Charter High School and Wooddale Baptist Church)

Station Vision

- A mixed-use district comprised of office and medium density residential uses with a complement of retail and hospitality; development near the station will be higher density and should include higher-intensity 3-5 story mixed-use comprised of offices and multi-family residences.
- Ground floor uses strongly connected to the pedestrian environment, particularly at the station core.



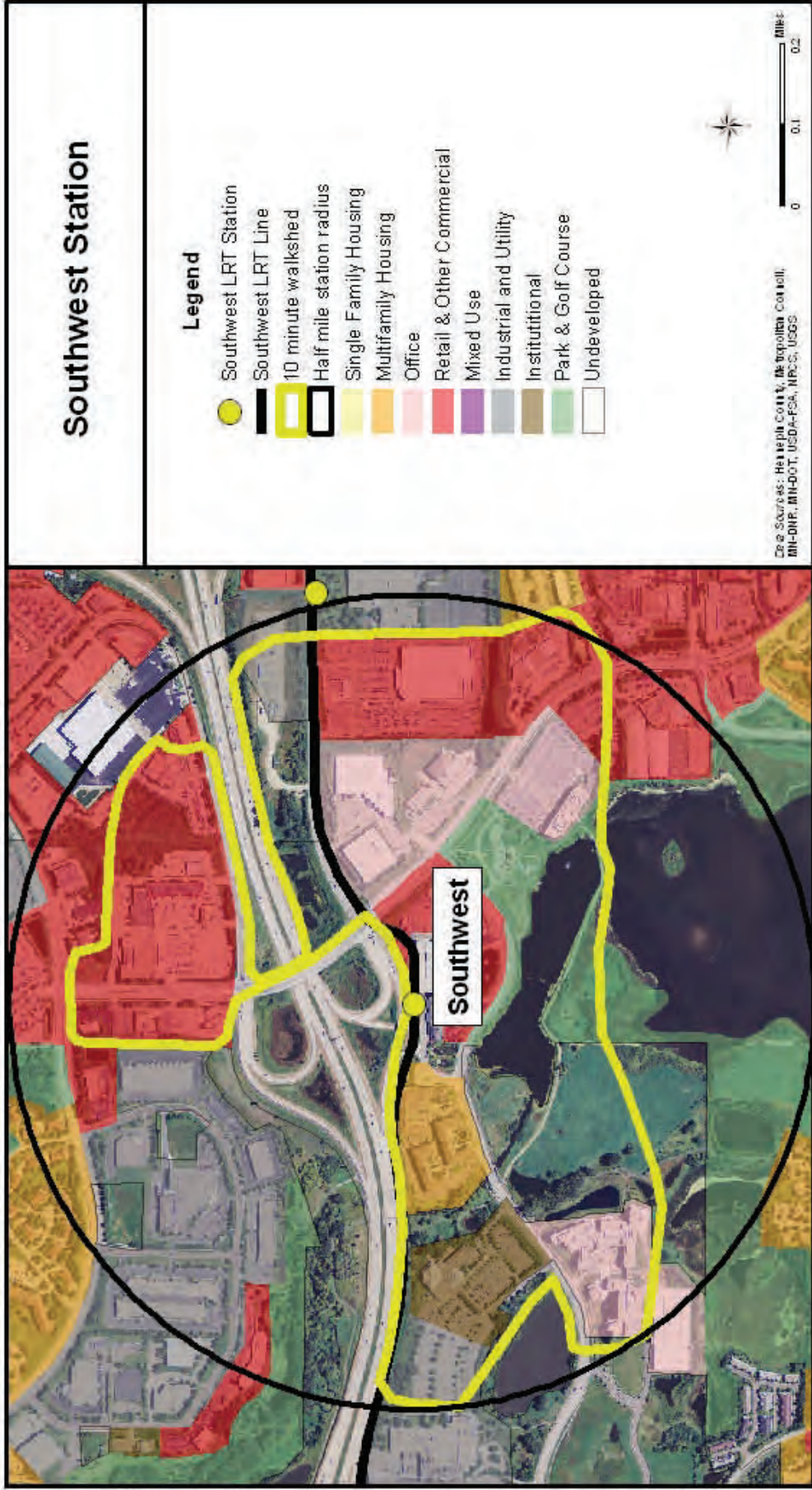
Existing Station Area Development Character

- Most immediate uses are big box retail and large-footprint manufacturing, surrounded by surface parking lots.
- Outside the ¼ mile, the area south and west of the station is home to two high density housing complexes, office complexes, and several large-format commercial establishments.
- To the north of TH 5/212, but connected via Prairie Center Drive, are primarily one-story retail and other commercial uses, with some undeveloped area.
- Eden Prairie Shopping Center, located immediately southeast of the ½ mile station area is a major shopping mall, with a large number of job opportunities.

Station Vision

- A vibrant mixed use district dominated by retail and residential uses. This idea builds on and enhances the efforts of the 2007 Major Center Area study and seeks to create a walkable transit village that is well served by multiple modes of transit while accommodating service and personal vehicle circulation and parking.
- Vertical mixed-use development of no fewer than 3 stories and no more than 5 stories for the majority of parcels. Rooftop decks should be allowed in excess of these heights.
- Land use near the station should be higher density and should include higher-intensity multi-story mixed-use comprised of offices and multi-family residences. Ground floor uses should be active and connected to the pedestrian environment.



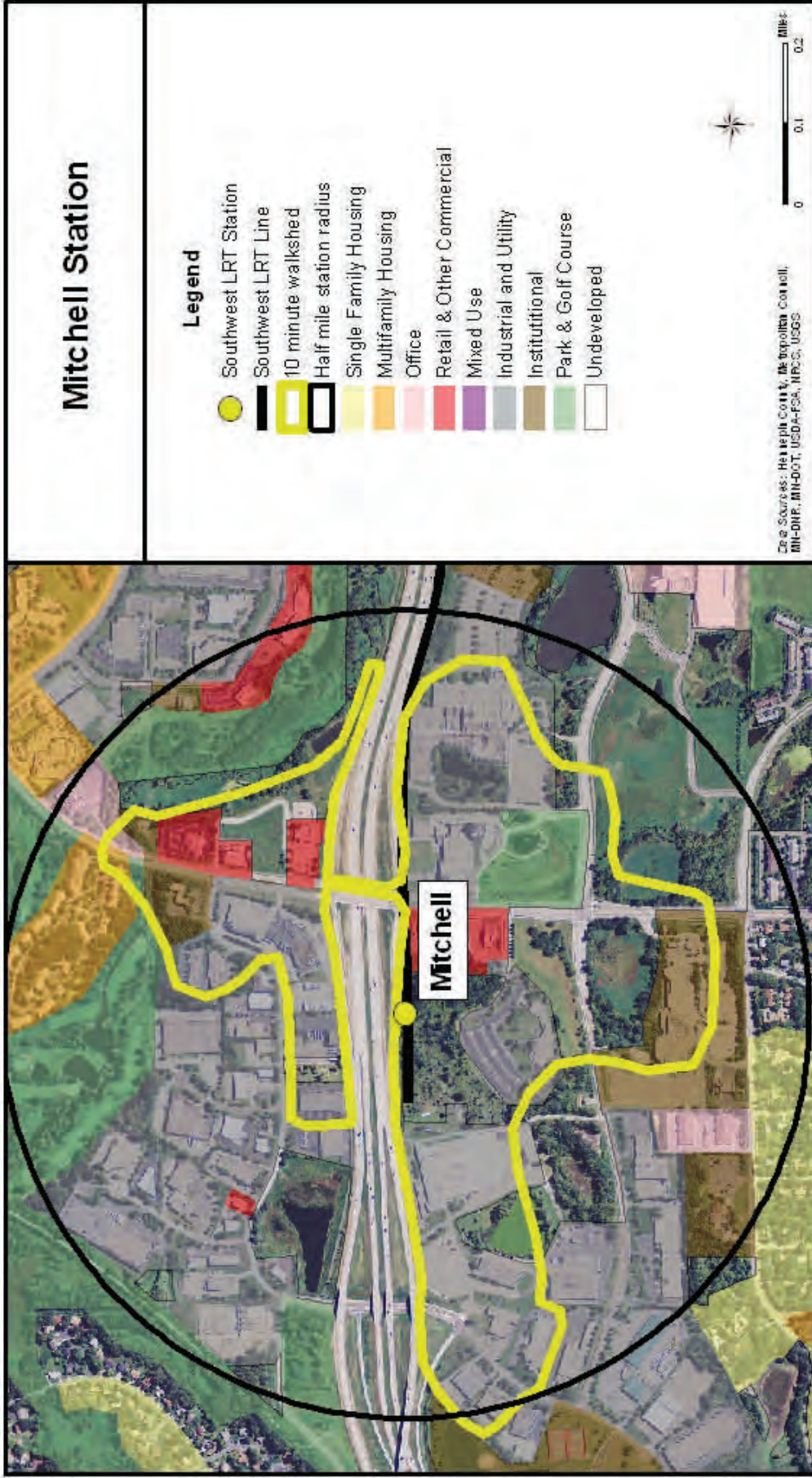


Southwest Existing Station Area Development Character

- Immediately surrounding the station site is a 22-acre area containing a multistory, 900 space park/ride, and within the park/ride structure is 6,000 sq ft of office space.
- Surrounding the parking structure are numerous restaurants and retail uses in 45,000 sq ft of space, and beyond the restaurants is an extensive 200-acre wetland/pond network including a 7-acre park and 2.5 mile trail surrounding it.
- To the west of the station is complex of 235 condominiums in three and four story buildings.
- South of Technology Drive, there are some undeveloped or underutilized properties, office/commercial buildings intermixed with some light industrial uses in warehouses and service-oriented businesses, and a church. To the north of TH 5/212, land uses are connected to the Southwest Station by the Prairie Center Drive bridge over the highway.
- Presbyterian Homes is planning a development that would include 372 senior housing units, 260 multifamily housing units, 75 workforce units and 70,000 square feet of retail space at the intersection of Prairie Center Drive and Flying Cloud Drive overlooking Purgatory Creek Recreation Area. This 21 acre site is located within the Southwest station area.

Station Vision

- The Southwest Station will continue to function primarily as a park-and-ride station, but with nearly double parking capacity. If new structured parking is constructed, it is desirable to introduce retail and services into the parking of the lower levels.
- The modern high density housing west of the station will remain. Few additional land use changes are anticipated due to limitations imposed by the surrounding highway locations, roadways and wetlands.



Existing Station Area Development Character

- The proposed Mitchell station is located on vacant land that is part of the Eaton development. This development includes a single story manufacturing plant, corporate headquarters and associated surface parking lots all within a natural wooded setting.
- Also within the station area are the two-story Eden Prairie City Hall and public works facility and community center, restaurants, low-scale office space and natural wooded areas. The station area north of TH 5/212, a 6 lane freeway in this area is connected only via Mitchell Road.

Station Vision

- Use the site topography to achieve greater site coverage for office.
- Expand of up to three corporate campuses or multi-tenant office facilities in one to four story buildings.

# APPENDIX C: INSTRUCTIONS FOR PROPOSAL PREPARATION

## 1. SUBMISSION OF PROPOSALS

All proposals must be addressed as follows:

Hennepin County Purchasing & Contract Services  
Attn: Jacqueline Boeke, Senior Contract Services Analyst  
A-1730 Hennepin County Government Center  
300 South Sixth Street  
Minneapolis, MN 55487  
Re: Southwest Transitional Station Area Action Plans  
(612) 348-3181 (for express delivery use only—no questions)

Proposals must be physically delivered to the offices of Hennepin County Purchasing & Contract Services at the above address no later than **12:00 pm on Monday, March 26, 2012**. Proposals received after the specified time and date may not be considered.

Questions regarding the study must be received via email to [Katie.Walker@co.hennepin.mn.us](mailto:Katie.Walker@co.hennepin.mn.us) (cc: [Jacqueline.Boeke@co.hennepin.mn.us](mailto:Jacqueline.Boeke@co.hennepin.mn.us)) by 4:00 pm on Tuesday, March 6, 2012. Notice of intent to propose is due via email to [Katie.Walker@co.hennepin.mn.us](mailto:Katie.Walker@co.hennepin.mn.us) (cc: [Jacqueline.Boeke@co.hennepin.mn.us](mailto:Jacqueline.Boeke@co.hennepin.mn.us)) by 4:00 pm on Friday, March 16, 2012. It is requested that all prospective consultants provide email address contact information to Hennepin County as the preferred means of communications for expediency during the proposal process.

Hennepin County reserves the right to include any clarifications/revisions to the RFP content in correlation with the question and response process. If necessary, an addendum will be sent out and posted on our website.

Consultants may not contact any Hennepin County Board or Staff Member, any organization associated with this RFP or others serving on the consultant selection committee regarding this RFP beyond the inquiry process described above.

- |                            |                                      |
|----------------------------|--------------------------------------|
| A. February 21, 2012       | Announcement of Request for Proposal |
| B. March 2, 2012, 2:00 pm  | Pre-proposal Meeting                 |
| C. March 6, 2012, 4:00 pm  | Proposal Questions due               |
| D. March 16, 2012, 4:00 pm | Notice of intent to propose due      |
| E. March 26, 12:00 pm      | Proposals due                        |
| F. April 2012              | Consultant selection process         |
| G. May 2012                | Contract award and notice to proceed |

## 2. PROPOSAL FORMAT

Proposals must be submitted on 8-1/2" x 11" size paper and should be typed using a minimum 12 point standard font. Graphic illustrations may be shown on 11"x17" paper and will be considered as one page. Proposal narratives may not exceed 25 pages in length, including a cover letter signed by a principal of the Proposer firm, or another person who is fully authorized to act on behalf of the Proposer. An appendix may be included that includes resumes and examples of relevant work experience. This appendix is not to exceed 20 pages. The proposal narrative and appendices should be bound together in a single submittal.

The applicant must submit a financial bid in a separate envelope from the proposal document. This financial bid should include estimated hours, rates, expenses and other costs in correlation with the major tasks identified in the proposal work plan. As described previously, the financial bid should respond to the scope of services in this RFP. The financial bid should also include the implications of any recommended deviations from the RFP scope of services.

One (1) original, fifteen (15) photocopies, and fifteen (15) CDs in PDF format of the proposal are required. It is requested that the financial bid also be submitted in electronic Excel spreadsheet format to facilitate the evaluation process.

All information included in the submitted proposal will be classified in accordance with Section 13.591 of Minnesota statutes governing data practices.

### **3. VALID PROPOSAL**

In order to be considered valid, the proposal shall be in writing, submitted on time in sealed packages and be signed by an officer of the Proposer who can be accountable for all representations. Excessive promotional materials are discouraged.

The proposal must contain the following information, presented in the order shown:

1. Profile of Proposer, including the size, organizational structure, and past history. Hennepin County reserves the right to exclude Proposers that have an organizational conflict of interest.
2. Description of Proposers overall approach or solution.
3. Work Plan. Breakdown of project by phases or tasks. For each task identified in the scope of services in this RFP, identify:
  - Specific staff to be involved and their roles and responsibilities
  - Availability of staff including percent of time allocated to the Southwest TSAAPs
  - Time commitment for each person (hours)
  - Schedule
4. Master Schedule on single sheet illustrating task relationships including anticipated meetings over the duration of the study.
5. Description of Proposer's past experience providing similar services including:
  - Names and addresses of contact persons for reference.
  - Description (history and experience) of proposal team members' role in each project.
  - Experience and knowledge of NEPA, the State of Minnesota's environmental rules and regulations, Federal Transit Administration (FTA) regulations and guidance for New Starts projects and Section 5309 funding.
6. Project Team Profile
  - Resumes of key project participants, including prior projects of similar size and scope for which the participants played the same or a similar role. Organizational chart of the Proposer's key team members including an administrative contact and sub consultants.
  - Description of the anticipated role of each Proposer key team member. Confirm that each team member will be fully engaged in the study as described for the duration of the contract.
7. Fee for Services (in separate sealed envelope)
  - Budget broken down by team member, by job classification, by firm, and by scope of service task. The number of hours allocated to each team member for each task element of the work plan will be clearly indicated.
  - Current hourly rates for staff.
    - Per HUD requirements, payments to consultant staff are limited to no more than the equivalent of General Schedule 15, Step 10 base pay rate (currently \$129,517 within one 12-month period). See Appendix D.
  - Current overhead rates for all Proposer team firms.
  - An estimate of reimbursable direct expenses by expense type.

#### 4. NOTICE

This Request for Proposal ("RFP") constitutes only an invitation to submit proposals to Hennepin County. It is not to be construed as an official request for bids, but as a means by which Hennepin County can acquire information related to the purchase of services. Any proposal submitted as provided herein constitutes a suggestion to negotiate and **IS NOT A BID**.

Hennepin County reserves the right to determine, at its sole and absolute discretion, whether any aspect of the proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Proposer(s), the right to negotiate with any Proposer(s) whether or not they submitted a proposal, the right to reject any or all proposals with or without cause, and the right to cancel and/or amend, in part or entirely, the RFP.

This RFP does not commit Hennepin County either to award a contract or to pay for any costs incurred in the preparation of a proposal. Submission of a proposal as provided herein shall neither obligate nor entitle a prospective Proposer to enter into an agreement with Hennepin County. Hennepin County is not bound to accept the lowest cost proposal. Proposals are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.

It is understood that any proposal received and evaluated by Hennepin County can be used as a basis for direct negotiation of the cost and terms of a contract between Hennepin County and the particular agency submitting such a proposal. Hennepin County reserves the right to negotiate pertinent contract terms concurrently with any number of agencies as it deems in its best interest, whether or not such agency has submitted a proposal. In submitting this proposal, it is understood by the Proposer that Hennepin County reserves the right to accept any proposal and to waive any irregularities or informalities. Hennepin County may decide to contract with more than one entity to develop the services contemplated herein. Any exceptions to the requirements of this RFP, including the language in the sample contract, must be included in the proposal submitted by the Proposer. Identify the exceptions as a separate element of the proposal under the heading "Exceptions/Deviations." Failure to note exceptions shall be deemed a waiver of objections.

Evaluation of proposals by staff, advisory committees, or by any other group is advisory only. Hennepin County may consider or reject such evaluations or recommendations for any or all proposals. Such evaluations are for the sole benefit of Hennepin County, and as such, they are not binding upon Hennepin County nor may they be relied upon in any way by a Proposer.

Hennepin County reserves the right to request additional data, oral discussion, or a presentation in support of the written proposal. Hennepin County is not obligated to respond to any proposal submitted nor is it legally bound in any manner whatsoever by the submission of a proposal. It is the intention of Hennepin County to enter into a contract with the agency(s) with which Hennepin County can make the most satisfactory arrangements for its needs.

Upon submission, all proposals become the property of Hennepin County, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.

#### 5. PROPOSAL EVALUATION CRITERIA

All proposals will be evaluated based on the following criteria, listed in order of importance:

- Displayed understanding of the project and comprehensiveness of the proposal
- Previous experience and demonstrated competence with relevant planning projects
- Qualifications of personnel assigned to the project, as related to the requirement of the project
- Availability of key personnel
- Ability to accomplish work within the desired project timeframe and meet Hennepin County contract requirements
- Cost estimate for consultant services

Additional evaluation factors are as follows:

- Hennepin County reserves the right to waive any minor irregularities in the proposal request process.
- Hennepin County reserves the right to determine, in its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the needs of the project.
- Hennepin County reserves the right to interview any or all proposers at its discretion.
- Proposals will be evaluated by an evaluation team selected by Hennepin County.
- The evaluation team may conduct oral interviews with selected proposers. Hennepin County will not be responsible for any costs incurred by a proposer in preparing for or making a presentation.
- The decision to proceed with contract negotiations with a selected consultant will be based on the written proposals, the results of oral interviews, if held, and the recommendation of the Proposal Evaluation Team.
- Hennepin County reserves the right to reject any or all proposals with or without cause.
- Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection.

The emphasis of the proposal evaluation team will be on the quality of the proposal document along with qualifications and experience of the consultant team in relation to the study tasks. A determination will be made as to which proposal, if any, is most advantageous to Hennepin County, by considering the evaluations of the proposals, the best value to Hennepin County, and the best interests of Hennepin County. Hennepin County will make the final selection, which will be binding only after the award of contract.

## **6. PROPOSAL STATUS, MODIFICATION OR WITHDRAWAL**

The issuance of this RFP constitutes only an invitation to submit proposals to the County. It is to be distinguished from a bidding situation and is not to be construed as an official and customary request for bids, but as a means by which the County can facilitate the acquisition of information related the proposal. Any proposal submitted, as provided herein, constitutes a desire to negotiate and recognition that the proposal is not a bid and is not being submitted as part of a bid process.

A proposal may not be modified, withdrawn, or canceled by the Proposer for a period of six (6) months following the time and date designated for receipt of proposals. Prior to the time and date designated for receipt of proposals, any such modification, withdrawal or cancellation shall be submitted in writing to Hennepin County, and it shall be so worded (if original proposal is modified) so as not to reveal the amount of the original proposal. Written withdrawal or cancellation of a proposal prior to the proposal opening will nullify the proposal. However, the original proposal shall not be physically returned to the Proposer until after the time for receipt of the proposals. Withdrawn or canceled proposals may be resubmitted up to the time designated for the receipt of proposals, provided that the resubmitted proposal is in conformance with this RFP.

## **7. ORGANIZATIONAL CONFLICTS OF INTEREST**

The Proposer warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. Examples of an organizational conflict of interest include, but are not limited to:

- A Proposer is unable or potentially unable to render impartial assistance or advice to Hennepin County;
- The Proposer's objectivity in performing the work is or might be otherwise impaired; or
- The Proposer has an unfair competitive advantage.

A Proposer is prohibited from receiving any advice or discussing any aspect relating to the Proposal or the procurement process for the Proposal with any person or entity with an organizational conflict of interest. Any person or entity with an organizational conflict of interest is prohibited from participating in any Proposer's organization relating to the Proposal. An organizational conflict of interest of any subcontractor or any agent of a Proposer shall be attributed to the Proposer.

Hennepin County reserves the sole right to determine whether an organizational conflict exists and the sole discretion whether to mitigate any conflict or potential conflict. Reference may be made to

relevant federal, state and local requirements, standards and guidance. The presence of an organizational conflict of interest may, in the sole discretion of Hennepin County, be grounds for not providing further review, evaluation or consideration of a Proposal, or negotiation or execution of a contract.

The Proposer agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to Hennepin County Purchasing and Contract Services that shall include a description of the action the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, Hennepin County may, at its discretion, cancel the Contract. In the event the Proposer was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to Hennepin County, Hennepin County may terminate the Contract for default.

The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms modified appropriately to preserve Hennepin County's rights.

## **8. PROPOSAL CONDITIONS**

Under Minnesota law, data submitted by a business to a government entity in response to a request for proposal are private and nonpublic until the responses are opened. Once the responses are opened, the name of the proposer becomes public. All other data in a Proposer's response to a request for proposal are private or nonpublic data until completion of the evaluation process. Completion of the evaluation process means that the government entity has completed negotiating the contract with the selected Proposer. After a government entity has completed the evaluation process, all remaining data submitted by all Proposers are public with the exception of trade secret data as defined and classified in Minn. Stat. Section 13.37. A statement by a Proposer that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response if such data does not qualify as trade secret data.

## **9. CONTRACTING PROCEDURE/AWARD**

Hennepin County will enter into a Cost Reimbursement Contract with the selected consultant. Payment to the contractor will be based on costs incurred, consistency with the budget, performance and the work statement. See Appendix C for contract provisions that will be contained in the contract Hennepin County enters into with the selected firm. Proposals should indicate the firm's willingness to agree to such contract provisions.

Hennepin County may award a contract based on offers received, without discussion of such offers with the applicants. Each offer should, therefore, be submitted in the most favorable terms from a cost, programmatic, and technical standpoint.

## **10. PROTEST PROCEDURES**

This section sets forth the exclusive protest remedies available with respect to this RFP. Each Proposer, by submitting its Proposal, expressly agrees to the limitation on its rights to protest contained herein. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposers. Such waiver and agreement by each Proposer is also consideration to each other Proposer for making the same waiver and agreement. If a Proposer disregards, disputes or does not comply with the exclusive protest remedies set forth in this RFP, it shall indemnify, defend, protect and hold harmless HC, its officers, officials, employees, agents, representatives and consultants from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees and damages incurred or suffered as a result. The submission of a Proposal by a Proposer shall be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation. Notification of applicable Protests will be made to funding sources as required. Any protest regarding this RFP or the results of the above-described evaluation and qualification process shall be pursuant to filing a written notice of protest by hand delivery or courier to the Protest Official.

### **Notice Period for Filing a Protest**

Protests regarding this RFP shall be filed as soon as the basis for protest is known to the Proposer, but in any event it must be actually received no later than ten (10) calendar days before the Proposal due date, provided that protests regarding an addendum to this RFP shall be filed and actually received no

later than two (2) calendar days after the addendum to this RFP is issued (or no later than the Proposal due date, if earlier). Protests regarding any decision to disqualify, accept or not accept a Proposal must be filed within five (5) working days after the HC Board has selected a Proposer for contract award. As part of the filing, the Protester shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient written detail to establish the merits of the protest. The failure of any Proposer to raise a ground for a protest within the applicable notice period shall constitute an unconditional waiver of its right to protest.

#### Protest Review and Decision

No hearing will be held on the protest. The Protest Official will review the facts and arguments presented in the written submission and will decide the protest on the basis of the written submission. The Protest Official will issue a written decision regarding the protest within a reasonable time after the protest is filed. The decision shall address the specific issues raised by the Protester, and shall set forth each factor taken into account in reaching the decision.

The "Protest Official" is defined as:

David Hough

Deputy County Administrator

HC Government Center, A-2303

300 South Sixth Street

Minneapolis, MN 55487

## 11. FEDERAL REQUIREMENTS

### 1. Federal Flow Down Provisions

Successful consultants must abide by the requirements of the HUD Sustainable Communities Regional Planning Grant and reporting provisions as set forth in the HUD OSHC Terms and Conditions for FY 2010 NOFA as established by HUD and the Office of Management and Budget (OMB). See Appendix D.

### 2. Small/Minority/Women's Business Entities

The consultant must take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, including placing qualified small and minority businesses and women's business enterprises on solicitation lists; assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### 3. Section Three Reporting Requirements

Consultants will be required to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons. Please note this is a reporting requirement only; Consultants are not under an obligation to affirmatively seek out or hire public housing residents or other low- or very-low income persons as defined by HUD. Section Three reporting forms will be made available to the Consultant on an annual basis.



**APPENDIX D: SAMPLE CONTRACT**

Contract No: \_\_\_\_\_

**PERSONAL/PROFESSIONAL SERVICE AGREEMENT**

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, (the "COUNTY") A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County (Department name and address), ("DEPARTMENT") and (CONTRACTOR's name and also address if CONTRACTOR's business address and home address are not the same), ("CONTRACTOR").

The parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

The CONTRACTOR agrees to furnish services to the COUNTY during the period commencing upon the date on which this Agreement is executed and terminating one (1) year thereafter, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

The cost of this Agreement shall not exceed \_\_\_\_\_ as detailed in Exhibit C, including all applicable fees and expenses of any sub-consultants.

2. SERVICES TO BE PROVIDED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All right, title and interest in all copyrightable material which CONTRACTOR may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of the COUNTY. CONTRACTOR shall assign to the COUNTY all right, title, interest and copyrights of the copyrightable material. CONTRACTOR also agrees, upon request of the COUNTY, to execute all papers and perform all other acts necessary to assist the COUNTY to obtain and register copyrights on those materials. Where applicable, works for authorship created by CONTRACTOR for the COUNTY in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act.

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work which arises out of the performance of this Agreement; and (b) any rights of copyright to which the COUNTY or CONTRACTOR purchase ownership which arise out of the performance of this Agreement.

CONTRACTOR hereby warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to the COUNTY including but not limited to software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States Copyright Law or any property right of

another and agrees that CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers, and employees, at CONTRACTOR's own expense against any alleged infringement of any copyright or property right.

### 3. PAYMENT FOR SERVICES

- a. Payment for services shall be made directly to the CONTRACTOR after completion of the services upon the presentation of a claim in the manner provided by law governing the COUNTY'S payment of claims and/or invoices. The CONTRACTOR shall submit monthly invoices for services rendered on forms which may be furnished by the COUNTY. Payment shall be made within thirty-five (35) days from receipt of the invoice.
- b. Payment for services rendered by the CONTRACTOR and sub-consultants shall be based on each employee's actual time worked times the employee's approved hourly billing rate as shown in Exhibit C (Amended Cost Schedule). The CONTRACTOR and sub-consultant's actual hourly billing rate for each employee shall not change for the initial term of this Agreement, unless approved in writing by the COUNTY.
- c. The approved hourly billing rate is computed by calculating an employee's current actual direct hourly salary expense (excluding bonus and other compensation) plus the approved overhead rate (\_\_\_\_\_%), times a fixed fee of \_\_\_\_\_ percent (\_\_\_\_\_%).
- d. An overhead rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) shall be applied to the direct salary expenses incurred by the CONTRACTOR for providing the work and services for this Agreement as compensation for all fringe benefits and indirect costs. It is understood and agreed that said overhead rate is not subject to any adjustment.
- e. The CONTRACTOR and sub-consultants shall identify any additional personnel who will be assigned to this project and are not included in Exhibit B with their job classification, hourly rate, and estimated hours of service. All additions (not included in Exhibit B) or re-assignments made by the CONTRACTOR or sub-consultant will require a written request made to the COUNTY, and the COUNTY may approve or disapprove the request within thirty (30) days by written notice. If the COUNTY has not responded within thirty (30) days, then the COUNTY has accepted the addition or re-assignment. However, the COUNTY upon reasonable objection may exclude personnel from the project.
- f. The cost of services of approved sub-consultants shall be the multiple of one (1.0) times the amount invoiced to the CONTRACTOR. Payment for work performed by the approved sub-consultant(s) shall be the responsibility of the CONTRACTOR, and will be charged to the COUNTY in accordance to the provisions of this Agreement.
- g. Overtime premium pay for work or services performed by the CONTRACTOR or sub-consultants will not be authorized. Hours worked in excess of regularly scheduled work days or holidays will be reimbursed at the approved hourly billing rates.
- h. Reimbursable expenses are in addition to the CONTRACTOR's compensation and include expenses incurred by the CONTRACTOR and sub-consultant in the interest of the project for: project printing, local travel, expense of transportation in connection with out-of-town travel authorized in advance by the COUNTY; long distance

communications; fees paid for securing approval of authorities having jurisdiction over the project; renderings and any additional models requested by the COUNTY. Reimbursement for local and long distance travel shall be governed solely by the Hennepin County travel policy, a copy of which is attached hereto as Exhibit D, which by this reference is incorporated into this Agreement. Reimbursable expenses shall be supported with receipts and identified to show that they are properly allocated to the work performed. Approved reimbursable expenses are to be charged to the COUNTY at a multiple of one (1.0) times the actual expense.

- i. The following expenses are not reimbursable expenses. General and administrative personnel expense attributable to the general operation of the business. These expenses include, but are not limited to, management; secretarial; organization; advertising; entertainment; contributions and donations; attorney fees; labor relations; bad debts, and other business expenses not specifically identifiable and directly related to the project. In addition, local telephone communications; electronic mail (including attachments); facsimiles; letters (including postage and handling); office supplies (drafting paper, stationary, scratch pads, pens, and so forth); office equipment (computers, computer software, chairs, tables, and so forth), and other expenses not specifically identifiable and directly related to the project.
- j. CONTRACTOR and sub-consultant compensation shall not include the expense of computer aided design (CAD) and drafting equipment time if and when used in connection with the project.
- k. CONTRACTOR signed invoices shall include, at a minimum, the name of the employee, actual time worked by task, hourly rate, job classification, and any approved reimbursable expenses. This invoice detail shall also be required for the sub-consultant. Each invoice shall include a report, in narrative form, of the tasks that were accomplished by the work being billed in the invoice. If the task is ongoing, a progress report, in narrative form, covering the period since work relating to the task was last billed shall be included in the invoice. Reimbursable expenses shall be identified to show that such costs are properly allocated to the work performed under this Agreement and supported with receipts. All documentation required of the CONTRACTOR shall also be required of any sub-consultants. Computer print-out sheets with detailed labor distribution and employee classifications may be substituted for time sheets.
- l. The COUNTY may refuse to pay any claim that is not specifically authorized by the Agreement. Payment of a claim shall not preclude the COUNTY from questioning the propriety of the claim. The COUNTY reserves the right to offset any overpayment or disallowance of a claim by reducing future payments.
- m. The COUNTY has an absolute right to refuse payment on invoices received or postmarked more than one hundred twenty (120) days after the date that invoiced services were performed unless such time is extended by agreement of the Parties upon notification by the CONTRACTOR that special circumstances exist causing delay in the invoices.
- n. It shall be the responsibility of the CONTRACTOR to notify the COUNTY in writing at any time the CONTRACTOR believes the work and services required by the COUNTY are not within the scope of those embodied in this Agreement. The CONTRACTOR shall include with said notification; an estimate of the costs involved to complete any such perceived additional work. In the event the COUNTY concurs that the work and

services requested are not within the scope of this original Agreement and the COUNTY desires the CONTRACTOR to perform said work and services, the COUNTY shall either issue a change order or amend this Agreement to cover the additional scope of work. The CONTRACTOR understands and agrees that any costs incurred in the performance of such additional work and services prior to receipt of written authorization to proceed from the COUNTY's designated representative shall not be reimbursed by the COUNTY but shall be borne one hundred percent (100%) by the CONTRACTOR.

4. PROFESSIONAL CREDENTIALS

Intentionally omitted.

5. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of the COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel of CONTRACTOR or other persons while engaged in the performance of any work or services required by CONTRACTOR will have no contractual relationship with the COUNTY and will not be considered employees of the COUNTY. The COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against CONTRACTOR, its officers, agents, contractors, or employees. CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers, and employees from all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. In accordance with the COUNTY's policies against discrimination, CONTRACTOR agrees that it shall not exclude any person from full employment rights nor prohibit participation in or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable Federal or State laws against discrimination shall be subjected to discrimination.
- B. In accordance with Hennepin County Board Resolution, if this Agreement is for a sum over \$100,000 or is one of several current contracts with CONTRACTOR totaling more than \$100,000 or is amended to exceed \$100,000, then CONTRACTOR agrees to abide by the COUNTY's Non-discrimination and Affirmative Action requirements for COUNTY contractors including, but not limited to, the following:

(B1) Affirmative Action Plan. CONTRACTOR shall:

(i) develop an Affirmative Action Plan within thirty (30) days after contract execution and submit the Initial Workforce Reports (CC399), pursuant to B2 below, to the Hennepin County Purchasing/Contract Services Division (P/CS); or

(ii) submit evidence of a current approved Affirmative Action Plan (AAP) from another governmental jurisdiction, as approved by P/CS, and submit an Annual Workforce Report (CC400) (the Initial Workforce Report is not required), pursuant to B2 below, to P/CS; or

(iii) be granted an exemption for one of the following reasons:

1. Contract is for emergency or life safety related purchases;
2. CONTRACTOR has no facilities and has no more than one product/sales representative operating in Hennepin County;
3. CONTRACTOR had an average of thirty (30) or fewer full-time/benefit-earning employees during the twelve (12) months preceding the submission of the bid, request for proposal or execution of contract;
4. Pursuant to Hennepin County Board policy, the County Administrator or designee granted an exemption.

CONTRACTOR shall keep the AAP current and available for review by the COUNTY during the term of this Agreement and any extensions.

CONTRACTOR agrees that COUNTY has the right to visit CONTRACTOR's site(s) for the purpose of determining compliance with these requirements. AAPs must include the following elements:

1. EEO Policy Statement;
2. Identification of a person responsible for EEO Coordination;
3. Harassment policy statement;
4. Initial Workforce Analysis (Form CC399);
5. Identification of the specific steps CONTRACTOR will take to achieve or maintain a diverse workforce and ensure non-discrimination;
6. List of recruitment sources; and
7. A plan for dissemination of CONTRACTOR's AAP and policy.

(B2) Workforce Reports. CONTRACTOR shall:

(i) submit an Initial Workforce Analysis (Form 399) to P/CS within five (5) business days after contract execution. CONTRACTOR's Initial Workforce Analysis shall be based on the following criteria:

1. If CONTRACTOR is located *within* the local Standard Metropolitan Statistical Area (SMSA) and with *more than thirty* (30) full-time/benefit earning employees within the local SMSA, CONTRACTOR shall submit an Initial Workforce Analysis that reflects its *local* SMSA workforce.  
{Note: The local Standard Metropolitan Statistical Area (SMSA) is defined as the Counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright in Minnesota and Pierce and St. Croix in Wisconsin.}
2. If CONTRACTOR is located *within* the local SMSA and with *thirty* (30) or *fewer* full-time/benefit earning employees within the local SMSA, then

CONTRACTOR shall submit an Initial Workforce Analysis that reflects its *total* workforce.

3. If CONTRACTOR is located *outside* the local SMSA and with *more than thirty* (30) full-time/benefit earning employees within the local SMSA, then CONTRACTOR shall submit an Initial Workforce Analysis that reflects its *local* SMSA workforce.
4. If CONTRACTOR is located *outside* the local SMSA and with *thirty (30) or fewer* full-time/benefit earning employees within the local SMSA, then CONTRACTOR shall submit an Initial Workforce Analysis that reflects its *total* workforce; and

(ii) if a P/CS review of CONTRACTOR's Initial Workforce Analysis determines there is under-representation of women and/or racial minorities based on local SMSA labor force availability data, CONTRACTOR shall identify measures to correct the deficiencies. If the deficiencies are not corrected to COUNTY's satisfaction, COUNTY may require CONTRACTOR to demonstrate that good faith efforts have been made to correct them or may exercise other remedies as provided herein.

(iii) at the end of each calendar year, submit an Annual Workforce Report (CC400) to P/CS for review.

- C. If CONTRACTOR fails to demonstrate good faith efforts to correct any identified non-discrimination and Affirmative Action deficiencies and/or fails to submit requested reports or information required by the COUNTY and/or has engaged in discriminatory practices, the COUNTY may consider this a violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, cancellation or termination of this Agreement.

## 7. HUD REQUIREMENTS

- A. CONTRACTOR will take all necessary affirmative steps (see 24 CFR Part 85.36e) to assure small and minority firms, women's businesses enterprises, and labor surplus area firms are used as sub-contractors when possible.
- B. CONTRACTOR will report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons (Section 3 Participation) as set forth in Attachment A.

## 8. AFFIRMATIVE STEPS WHEN SUBCONTRACTING

In accordance with 24 CFR Part 85.36(e), CONTRACTOR will take all necessary affirmative steps to assure small and minority firms, women's business enterprises, and labor surplus area firms are used as subcontractors when possible. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (i) through (v) above.

9. INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement.

10. INSURANCE

A. With respect to the services provided pursuant to this Agreement, CONTRACTOR agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages:

Limits

- 1. Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000

- 2. Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
-----------------------	-----------

If CONTRACTOR is based outside the State of Minnesota, coverage must apply to Minnesota law. In accordance with Minnesota law, if CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.

Employer's Liability. Bodily injury by:	
Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

- |                                     |           |
|-------------------------------------|-----------|
| 3. Professional Liability—Per Claim | 1,500,000 |
| Aggregate                           | 2,000,000 |

The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

- |                                                                                                                                        |           |
|----------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 4. Automobile Liability                                                                                                                |           |
| Combined single limit each occurrence coverage for bodily injury and property damage covering owned, non-owned, and hired automobiles. | 1,500,000 |

- B. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to the COUNTY.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with the COUNTY, a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder and as an additional insured for the liability coverage(s) for all operations covered under the Agreement. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail the COUNTY 30 day prior written notice in the event of cancellation of any described policies. If CONTRACTOR receives notice of cancellation from an insurer, CONTRACTOR shall fax or email a copy of the cancellation notice to the COUNTY within two business days.

CONTRACTOR shall furnish to the COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, the COUNTY may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. The COUNTY does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

- C. Duty to Notify. CONTRACTOR shall promptly notify the COUNTY of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement. CONTRACTOR shall also notify the COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or the COUNTY, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.



11. DATA PRACTICES

CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, including HUD regulations governing the collection of data (see Attachment XXX).

If CONTRACTOR creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the COUNTY pursuant to this Agreement, then CONTRACTOR must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. CONTRACTOR agrees to defend, indemnify and hold harmless the COUNTY, its officials, officers, agents, employees, and volunteers from any claims resulting from CONTRACTOR's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. CONTRACTOR agrees to promptly notify the COUNTY if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

12. RECORDS – AVAILABILITY/ACCESS

CONTRACTOR agrees to establish and maintain accurate and complete accounts and records relating to work which arises out of the performance of this Agreement. Accounting methods shall be in accordance with generally accepted accounting principles. Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, CONTRACTOR agrees that HUD, the Comptroller of the United States, the State Auditor, the Metropolitan Council, the COUNTY, or any of their authorized representatives, at any time during normal business hours on the CONTRACTORS premises, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.

13. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to the COUNTY for all covenants, agreements and obligations contained in the contract documents.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the COUNTY. A consent to assign shall be subject to such conditions and provisions as the COUNTY may deem necessary, accomplished by execution of a form prepared by the COUNTY and signed by CONTRACTOR, the assignee and the COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.
- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of the

COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request.

- D. CONTRACTOR shall notify the COUNTY in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. The COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

#### 14. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

#### 15. DEFAULT AND CANCELLATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless CONTRACTOR's default is excused by the COUNTY, the COUNTY may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, the COUNTY shall furnish prior written notice to CONTRACTOR.
- B. Upon cancellation or termination of this Agreement:
  - 1. At the discretion of the COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator copies of all writings so specified by the COUNTY and prepared by CONTRACTOR in accordance with this Agreement. The term "writings" is defined as:

Handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording, including electronic media, any form of communication or representation, including letters, works, pictures, drawings, sounds, or symbols, or combinations thereof.

2. The COUNTY shall have full ownership and control of all such writings. CONTRACTOR shall have the right to retain copies of the writings. However, it is agreed that CONTRACTOR without the prior written consent of the COUNTY shall not use these writings for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such writings; and shall not do anything which in the opinion of the COUNTY would affect the COUNTY's ownership and/or control of such writings.
- C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, the COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined. Following notice from the COUNTY of the claimed breach and damage, CONTRACTOR and the COUNTY shall attempt to resolve the dispute in good faith.
- D. The above remedies shall be in addition to any other right or remedy available to the COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. The COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. This Agreement may be canceled with or without cause by either party upon thirty (30) day written notice.
- G. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION AND INSURANCE; DATA PRACTICES; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

16. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of Hennepin County Housing, Community Works & Transit so as to accomplish the purposes of this Agreement, Catherine Walker, Transit Project Manager, or successor (Contract Administrator), shall manage this Agreement on behalf of the COUNTY and serve as liaison between the COUNTY and CONTRACTOR.

[Name, phone number, and e-mail address] shall manage the agreement on behalf of CONTRACTOR. CONTRACTOR may replace such person but shall immediately give written notice to the COUNTY of the name, phone number, and e-mail address of such substitute person and of any other subsequent substitute person.

17. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. The source or partial source of funds for payment of services under this Agreement is the HUD Sustainable Communities Regional Planning Grant and all Terms and Conditions of the grant flow down to contracts awarded with grant funds. CONTRACTOR shall comply with the HUD OSHC Terms and Conditions of the FY 2010 NOFA (see Appendix E) and the Office of Management and Budget.
- C. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of debarment or suspension proceedings.

18. SUBCONTRACTOR PAYMENT

As required by Minnesota Statutes Section 471.425, Subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from the COUNTY for undisputed services provided by the subcontractor. CONTRACTOR shall pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, CONTRACTOR shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including any attorney's fees, incurred in bringing the action.

19. PAPER RECYCLING

The COUNTY encourages CONTRACTOR to develop and implement an office paper and newsprint recycling program.

20. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the originating Department at the address given in the opening paragraph of the Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of the Agreement or to the address stated in CONTRACTOR's Form W-9 provided to the COUNTY.

21. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. CONTRACTOR agrees that, should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR will immediately notify the COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation.

22. PROMOTIONAL LITERATURE

CONTRACTOR agrees that the terms “Hennepin County” or any derivative shall not be utilized in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of the COUNTY.

23. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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**COUNTY BOARD AUTHORIZATION**

Reviewed by the County  
Attorney's Office

\_\_\_\_\_

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

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

By: \_\_\_\_\_  
Chair of Its County Board

ATTEST: \_\_\_\_\_  
Deputy Clerk of County Board

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

By: \_\_\_\_\_  
Assistant/Deputy/County Administrator  
Department Director of \_\_\_\_\_

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

CONTRACTOR  
CONTRACTOR warrants that the person who executed  
this Agreement is authorized to do so on behalf of  
CONTRACTOR as required by applicable articles, bylaws,  
resolutions or ordinances.\*

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

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

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

\*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

## APPENDIX E: FEDERAL REQUIREMENTS

### HUD Sustainable Communities Regional Planning Grant Program

#### SECTION 3 PLAN

##### **What is Section 3**

Section 3 is part of the Housing and Urban Development Act of 1968 with the purpose of ensuring employment and other economic development opportunities be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons when HUD dollars are expended.

HUD requires the Metropolitan Council Sustainable Communities Regional Planning Grant (SCRPG) Program to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons. The data we report refers only to new jobs and contracts created, not existing positions for which the grant supplies supplementary salary.

Please note that this is a reporting requirement only. Consultants are not under an obligation to affirmatively seek out or hire public housing residents or other low- or very-low income persons as defined by HUD. However, the Metropolitan Council strongly encourages SCRPG Program sub-recipients to affirmatively use good faith efforts to direct employment and other economic opportunities generated by the SCRPG Program to low- and very low-income persons, and to businesses that provide economic opportunities to low- and very low-income persons.

##### **What is a “Section 3 Resident”**

A Section 3 Resident must meet one of the following criteria according to the income chart below:

1. Is a resident of public housing; or
2. Is a resident of the 7 county metro area whose income falls at or below the income limits

##### **What is a Section 3 Business**

A Section 3 Business must meet one of the following criteria according to the income chart above:

1. Is a business that is 51% or more owned by Section 3 residents; or
2. Is a business where at least 30% of current full time employees are Section 3 residents, or were Section 3 residents within three years of the date of first hire; or
3. Provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the first two qualifications above.

##### **How do I find income limits for my county?**

Go to the HUD website to find the income limits in your county:

[http://www.huduser.org/portal/datasets/il/il2011/select\\_geography.odn?data=2011](http://www.huduser.org/portal/datasets/il/il2011/select_geography.odn?data=2011)

##### **What’s my role?**

All sub-recipient grantees of the HUD Sustainable Communities Regional Planning Grant Program are required to report on Section 3 business and resident hiring. When you contract or hire a business or individual that is hired for a new position created by the HUD Sustainable Communities grant funding, please ask the individual or business to complete the applicable attached form, described here:

- **Section 3 Resident Certification** – Attached is a *Section 3 Resident Certification Form*. Employees that are in new jobs created as a result of the HUD Sustainable Communities grant should fill out this form if they meet the definition of a Section 3 Resident.

- **Section 3 Business Certification** - Please ask the businesses hired or contracted as a result of the HUD Sustainable Communities grant to fill out the attached *Section 3 Business Certification Form* if they meet the definition of a Section 3 business.

These forms should be submitted after the new hire is made, or at the latest, with the bi-annual report due after the December 31 reporting period deadline.

**Questions**

Contact – Allison Bell, HUD Sustainable Communities Project Manager at 651-602-1363 or via e-mail at Allison.bell@metc.state.mn.us.



# HUD Sustainable Communities Regional Planning Grant Program

## SECTION 3 BUSINESS CERTIFICATION

**Business Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_  
 \_\_\_\_\_

**Type of Business**        \_\_\_\_\_ Corporation        \_\_\_\_\_ Partnership  
                                  \_\_\_\_\_ Sole Proprietorship        \_\_\_\_\_ Joint Venture

IN ORDER TO QUALIFY AS A SECTION 3 BUSINESS, ONE OF THE FOLLOWING MUST BE TRUE:

(please check one)

Proof of 51% business ownership by Section 3 Residents (see previous page for description of Section 3 Resident)

- Must provide name and address of Section 3 Residents included in 51% ownership (attach a separate sheet of paper if necessary)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

At least 30% of all full time employees are Section 3 Residents (see previous page for description of Section 3 Resident)

- Must provide the following information on an attached sheet
  - Names of all current full time employees
  - List of all employees claiming Section 3 status
  - Evidence of Section 3 qualification with the income limits listed below (W-2 forms, most recent federal income tax return).

Family Size	1	2	3	4	5	6	7	8
Low Income Limits								

Fill in these limits by checking the HUD website for income limits in your county:  
[http://www.huduser.org/portal/datasets/il/il2011/select\\_geography.odn?data=2011](http://www.huduser.org/portal/datasets/il/il2011/select_geography.odn?data=2011)

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Telephone Number

## HUD Sustainable Communities Regional Planning Grant Program

**Resident Name** \_\_\_\_\_

**Resident Address** \_\_\_\_\_  
 \_\_\_\_\_

IN ORDER TO QUALIFY AS A SECTION 3 RESIDENT, ONE OF THE FOLLOWING MUST BE TRUE:

(please check one)

- I am a current resident of a Metro HRA public housing unit and my household income falls at or below the income limits
  
- I am a current resident of the 7 county metro area and my household income falls at or below the income limits.
  - My family size is \_\_\_\_\_ persons. My annual family income is \$\_\_\_\_\_.
  - Must provide one of the following as evidence:
    - Proof of receipt of public assistance
    - Copy of W-2 Form or most recent income tax return
  
- I am not a Section 3 Resident based on the information provided.

To be considered low income your annual family income must be equal to or less than that listed below:

Family Size	1	2	3	4	5	6	7	8
Low Income Limits								

Fill in these limits by checking the HUD website for income limits in your county:  
[http://www.huduser.org/portal/datasets/il/il2011/select\\_geography.odn?data=2011](http://www.huduser.org/portal/datasets/il/il2011/select_geography.odn?data=2011)

I, \_\_\_\_\_(print name) certify that I am a Section 3 Resident and meet at least one of the criteria for being a Section 3 Resident listed above.

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Telephone Number

SELECTED TERMS AND CONDITIONS FOR SUBAWARDEES AND SUBCONTRACTEES  
OF THE SUSTAINABLE COMMUNITIES GRANT

**July 1, 2011**

Following are some Cooperative Agreement terms and conditions to which contractors may want to give special attention and consideration as they conduct their work to help ensure their expenditures can be eligible for reimbursement and their projects are conducted consistent with HUD grant program requirements:

**Allowable Costs.** (Pages 5 and 6) Reimbursable costs must be “allowable, allocable, and reasonable in accordance with applicable Federal cost principles.” These cost principles are explained in OMB Circulars A-87, A-133, and 24 CFR Part 85.

**Changes.** (Page 9) Contractors must obtain prior approval of the awarding agency whenever any programmatic changes are anticipated, including any revisions of the scope or objectives of a project.

**Collection of Data, Accountability, and Transparency.** (Pages 10 through 12) Certain data about HUD grant supported projects may be reported to HUD and posted on a central website so contractors will want to keep appropriate records of their project activities and expenditures.

**Copyrights.** (Page 13) HUD reserves a royalty-free, non-exclusive, and irrevocable license to copyrights in any work developed under its grant award as well as rights of copyright to which contractors purchase ownership with award funds.

**Deliverable Products.** (Page 15) Products specified in work plans and other items must be submitted on time and sometimes in specific formats.

**Equipment.** (Page 16) Equipment purchased with federal money is subject to certain requirements.

**Fair Housing and Civil Rights Laws.** (Page 17-18) Contractors must comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity, affirmatively furthering fair housing, and directing work to low- and very low-income persons (specific federal legislation for compliance is detailed).

**HUD’s Substantial Involvement.** (Page 19) “HUD intends to have substantial involvement in the review, development, and approval of all aspects of the work to be carried out under this cooperative agreement.”

**Limitation on Consultant Payments.** (Page 20) Grant funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate (currently \$129,517 within one 12-month period). This restriction applies to all work paid for by HUD Sustainable Communities Regional Planning grant funds in any single grant year and is not exclusive to any one contract.

**Limitation on Payments to Influence Certain Federal Transactions.** (Page 20) No grant funds may be used to pay any person for influencing or attempting to influence awarding of Federal contracts, grants, loans, or cooperative agreements.

**Lobbying Activities Prohibition.** (Page 21)

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

**Management and Work Plan.** (Page 21) Work plans, deliverables and budget revisions must comply with requirements stated in the Notice of Funding Availability for this grant program.

**Period of Performance.** (Page 22) The preparation of the final administrative and financial reports is to be completed 30 days prior to the end of the period of performance. No costs should be incurred during the last 30 days except those associated with closeout activities. The end of the Period of Performance for our grant is January 31, 2014.

**Profit/Fee.** (Page 23) No increment above cost, fee, or profit may be paid with grant funds.

**Prohibited Use of Funds.** (Page 23) This section identifies certain activities for which grant funds may not be used.

**Publications and New Releases.** (Page 24) Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award must be provided to HUD for review at least two weeks before its planned release. Information for social media must be provided to HUD at least two days prior to release.

**Reporting.** (Pages 24 and 25) This section establishes certain reporting requirements.

**Sub-recipient Monitoring and Management.** (Page 28) Management and reporting requirements tier-down to contractors, and grant recipients are responsible for ensuring compliance and submitting reports to HUD.

**Whistleblower Protection.** (Pages 28) Contractors are obligated to report misconduct involving these funds to the HUD Office of the Inspector General.

## **COOPERATIVE AGREEMENT PROVISIONS**

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- Whistleblower Protection

## I. GENERAL

### **Overview of Award Implementation**

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

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

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

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

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

### **Purpose**

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

### **Definitions**

"Cooperative Agreement" means an agreement in which the Federal Government provides funding authorized by public statute where the government plays a substantial role in assisting the funding recipient.

"Equipment" means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

"Grant/Cooperative Officer" (Grant Officer) means the HUD individual who is responsible for processing and executing grant award, change in key personnel, change of scope, budget transfers, change of period of performance, and other administrative changes that would require a modification to the agreement. This term also refers to designated HUD Officials authorized to execute and/or administer this grant.

"Government Technical Representative (GTR)" means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.

"Government Technical Monitor (GTM)" means the individual responsible for assisting a Government Technical Representative (GTR) in the latter's performance of his/her duties. The GTM is also the responsible individual that will comply with the Office of Sustainable Housing and Communities devolution of authority under our Continuity of Operations Plan (COOP). Should the National Capital Region become non-operational due to emergency conditions, the approval of vouchers and the authority to pay vouchers will transfer to the GTM until such time as the designation is lifted. The Government Technical Representative (GTR) will continue to be the point of contact for day-to-day management issues and responsibilities described above. In a state of emergency, HUD reserves the right to designate a GTR for COOP purposes.

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

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

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

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

"Recipient" means any entity other than an individual that received grant funds in the form of a grant, cooperative agreement or loan directly from the Federal government.

"Subaward" means:

1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that:
  - a. The recipient awards to an eligible sub-recipient; or
  - b. The sub-recipient at one tier awards to a sub-recipient at the next lower tier.
2. The term does not include the recipient's procurement of property and services needed to carry out the project or program (see, generally, §\_210 of the



attachment to OMB Circular A-133 (2 CFR Part 180), “Audits of States, Local Governments, and Non-Profit Organizations”).

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

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

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

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

## **II. PROGRAM REQUIREMENTS**

### **Allowable Costs**

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

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

Cost Principles for State, Local, and Indian Tribal Governments	OMB Circular A-87	Relocated to 2 CFR, Part 225; <a href="http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html">http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html</a>
Cost Principles for Non-profit Organizations	OMB Circular A-122	Relocated to 2 CFR, Part 230; <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf</a>
Cost Principles for Educational Institutions	OMB Circular A-21	Relocated to 2 CFR, Part 220; <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf</a>
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations	OMB Circular A-110	Relocated to 2 CFR Part 215; <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf</a>
Audits of States, Local Governments, and Non-Profit Organizations	OMB Circular A-133	Relocated to 2 CFR Part 180;  <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf</a>
Cost Principles for Commercial/For-profits	Federal Acquisition Regulations at 48 CFR Part 31.2	<a href="http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948">http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948</a>

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

**Administrative Requirements**

For non-profits, awards will be governed by:

- 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations  
<http://ecfr.poaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a0f201e9fd6fec5af8e07d6e0eedf957&rgn=div5&view=text&node=24:1.1.1.38&idno=24>
- OMB Circular A-133 (2 CFR Part 180), Audits of States, Local Governments, and Non-Profit Organizations; and
- These grant provisions.

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

- 24 CFR Part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments  
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a0f201e9fd6fec5af8e07d6e0eedf957&rqn=div5&view=text&node=24:1.1.1.39&idno=24>
- OMB Circular A-133 (2 CFR Part 180), Audits of States, Local Governments, and Non-Profit Organizations; and
- These grant provisions.

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

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

### **Amendments**

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

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

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

The Grantee shall be reimbursed by HUD for costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the Grantee in excess of the “**Total HUD Amount**”. HUD reserves the right to withhold five-percent (5%) of the Federal grant amount pending the receipt and approval of a final progress report. See clause entitled “Final Report” for more information. The proposed contribution to supplement HUD funds is the “Recipient Amount.” The Grantee agrees to bear without reimbursement by HUD the “**Recipient Amount**” of the total costs. The Grantee is not obligated to contribute more than the “**Recipient Amount**”. However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the “**Total Instrument Amount**”.

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

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

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

### **Budget**

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

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

Standard Form 425, Federal Financial Report, detailing leveraged funds or in-kind contributions shall be submitted on a quarterly basis. As part of the closeout process a final narrative and a final Standard Form 425 detailing the progress made in achieving the purpose of the grant and adequate documentation of the total federal funds expended in support of the activities to achieve this purpose are due to the GTR 30 days prior to the end of the period of performance (See clause entitled “Closeout”).

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

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

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

### **Certifications and Assurances**

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

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

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

### **Changes**

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

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

### **Closeout**

The Grantee shall provide the Grant Officer with closeout documentation 30 days prior to the end of the performance period, consisting of the following five elements:

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

- Completed Property Statement;
- Completed Inventions, Patents, and Copyright Statement; and
- Completed Closeout Certification.
- Final Logic Model Report.

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

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

### **Collection Of Data**

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

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

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

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

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

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

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

- 1) The name of the entity receiving the award;
- 2) The amount of the award;
- 3) Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- 4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;
- 5) A unique identifier of the entity receiving the award and of the parent entity of the recipient (the DUNS number), should the entity be owned by another entity; and
- 6) Any other relevant information specified by OMB.

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

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

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

### **Conduct of Work**

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

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

### **Confidentiality**

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

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



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

### **Consortia Agreement**

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

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

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

### **Contact Information Updates**

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

### **Copyrights**

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this grant; and (b) any rights of copyright to which a Grantee or sub-grantee or a contractor purchases ownership with award funds.

### **Default and Disputes**

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

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;

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

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

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

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

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

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

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

### **Deliverable Products**

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

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

### **Environmental Review**

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

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

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

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

### **Equipment**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital and payment to the Grantee may be made by Treasury check to reimburse it for actual cash disbursements that are approved by the GTR.

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

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

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

**Flow Down Provisions**

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

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

**HUD's Right to Audit and Disallow and Recover Funds**

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

**HUD's Substantial Involvement**

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

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

**Incurrence of Costs**

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

**Indirect Costs**

If the Grantee has received a provisional rate, pending establishment of a final rate, reimbursement will be made on the basis of the provisional rate. By accepting this agreement, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective. Adjustments will be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block #15 of the HUD-1044.

**Inspection and Acceptance**

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

**Inspector General Referrals**

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

**Limitation on Consultant Payments**

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

**Limitation on Payments to Influence Certain Federal Transactions**

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



into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

### **Lobbying Activities Prohibition**

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

### **Management and Work Plan (with Logic Model Standards)**

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

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

### **Monitoring**

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

### **Order of Precedence**

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

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

**Patent Rights (Small Business Firms And Nonprofit Organizations)**

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

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

**Period of Performance and Extensions and Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

a) The Grantee shall provide all services stipulated in this cooperative agreement for the period of months specified in the form HUD 1044, “Assistance Award/Amendment,” or its Continuation Sheet, from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated within the period of performance. The preparation of the final administrative and financial reports is to be completed 30 days prior to the end of the period of performance.

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

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

**Personnel**

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

**Profit/Fee**

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

**Program Income**

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

**Prohibited Use of Funds**

You may not use funds for the following ineligible activities:

- (a) Ineligible administrative activities under OMB Circular A-102 (24 CFR Part 85), Grants and Cooperative Agreements with States and Local Governments; OMB Circular A-110 (2 CFR Part 215) Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- (b) Ineligible costs under OMB Circular A-87 (2 CFR Part 225), Cost Principles for State and Local and Indian Tribal Governments; and OMB Circular A-122 (2 CFR Part 230), Cost Principles for Non-Profit Organizations;
- (c) Developing plans that would assist business or industry to relocate to an area to the detriment of communities where the business or industry is currently located. This funding restriction does not apply to businesses that are displaced as a result of Category 2 projects. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) (codified at 49 CFR Part 24) cover any person who moves permanently from real property or moves personal property from real property as a result of direct acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (See the General Section).
- (d) Substitution of Sustainable Communities funds for funding already pledged to support community development; housing; watershed, air and water quality; transportation planning; food production and distribution planning; and other planning activities eligible under the sustainable communities planning program.

### **Publications and News Releases**

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

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

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

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

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

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

The use of Social Media, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, and microblogs is acceptable under OSHC grant programs. Information to be released through Social Media must be provided to the GTR for review and comment at least 2 business days before the planned release.

### **Reporting**

#### **a) Deliverables**

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the final report, and financial reports utilizing Standard Form 425, the Federal

Financial Report. Upon approval of the Work Plan, the Grantee should ensure all deliverables identified in the Work Plan and Logic Model schedule are delivered on time.

**b) Biannual Progress Reports**

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

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

Grantees are advised that failure to submit timely biannual progress reports will result in not having their “eLOCCS Request Voucher for Grant Payment” processed and also may result in a low performance rating, which could result in grant termination.

**c) Required Reports**

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

**d) Final Report**

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

## **Reproduction of Reports**

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

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

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

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

## **Review of Deliverables**

- a) Definition - For the purpose of this clause, "Deliverables" include:
  - 1) All interim and final reports;
  - 2) Survey instruments required by Work Plan, if applicable;
  - 3) Other physical materials and products produced directly under the Work Plan of this grant, if applicable; and
  - 4) In-kind and leverage commitments, if applicable.
- b) General
  - 1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee.
  - 2) The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.
  - 3) The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant.
  - 4) The GTR's review, correction, and acceptance of deliverables shall be limited to:

- (i) corrections of omissions or errors of fact, methodology, or analysis; ii) deletion of irrelevant materials; and (iii) improvements in style readability.
- 5) In the review and acceptance of deliverables, the GTR may not require any change in the Grantee's stated views, opinions, or conclusions.
- 6) Should there be any disagreement between the Grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the Grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause. Such dissent(s) shall not apply to any independent publication by the Grantee of Independent Products that may arise from the work or findings of this grant.

### **Scope of Services**

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

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

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

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

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

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

**Special Conditions**

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

**Sub-recipient Monitoring and Management**

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

**Whistleblower Protection**

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

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

Faxing at (202) 708-4829

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

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