

MEMBERS

Counties

Alamance
Caswell
Davidson
Davie
Forsyth
Guilford
Montgomery
Randolph
Rockingham
Stokes
Surry
Yadkin

Municipalities

Archdale
Asheboro
Bermuda Run
Bethania
Biscoe
Boonville
Burlington
Clemmons
Coolemeec
Danbury
Denton
Dobson
East Bend
Eden
Elkin
Elon
Franklinville
Gibsonville
Graham
Green Level
Greensboro
Haw River
High Point
Jamestown
Jonesville
Kernersville
King
Lewisville
Lexington
Liberty
Madison
Mayodan
Mebane
Midway
Mocksville
Mount Airy
Mt. Gilead
Oak Ridge
Pilot Mountain
Pleasant Garden
Ramseur
Randleman
Reidsville
Rural Hall
Seagrove
Staley
Stokesdale
Stoneville
Summerfield
Thomasville
Tobaccoville
Trinity
Troy
Village of Alamance
Walkertown
Walnut Cove
Wentworth
Whitsett
Winston-Salem
Yadkinville
Yanceyville



PIEDMONT TRIAD REGIONAL COUNCIL

EXECUTIVE COMMITTEE

A-G-E-N-D-A

PAUL J. CIENER BOTANICAL GARDENS
215 SOUTH MAIN STREET
KERNERSVILLE, NC

SEPTEMBER 5, 2012
11:45 AM - LUNCHEON
12:00 NOON – MEETING

Welcome by Chair Darrell Frye
Invocation

1. Approval of August 1, 2012, PTRC Executive Committee Minutes
2. Discussion on Weatherization Grant from the Office of Energy, by Matthew Dolge, PTRC Executive Director
3. Request for approval of revised Cooperative PTRC Agreement by and between the Piedmont Authority for Regional Transportation (PART) and Piedmont Triad Regional Council, by Hanna Cockburn, PTRC Regional Planning Programs Manager (*attachment*)
4. Request for authorization to provide revised support letter re: 2013-2015 partnership with NC Solar Center, by Hanna Cockburn
5. Request authorization to enter into contracts with local service providers for Aging Health Promotion Title III D funding for the period July 1, 2012 to June 30, 2013 – Blair Barton-Percival, PTRC Area on Aging Assistant Director (*attachment*)
6. Request authorization to enter into contracts with local service providers to allocate state Senior Center General Purpose funding for the period July 1, 2012 to June 30, 2013 – Blair Barton-Percival (*attachment*)
7. Office Space Update, by Matthew Dolge
8. Old Business
9. New Business

10. Chairman's remarks and announcements

- October PTRC Executive Committee meeting –
Wednesday, October 3, 2012, 12:00 Noon
Paul J. Ciener Botanical Gardens, 215 South Main Street
Kernersville, NC
- October PTRC Board of Delegates meeting –
Wednesday, October 17, 2012, 12:00 Noon
Paul J. Ciener Botanical Gardens, 215 South Main Street
Kernersville, NC

11. Informational Item

Weatherization

12. Adjournment

M-E-M-O-R-A-N-D-U-M

TO: PTRC Executive Committee
FROM: Hanna Cockburn, PTRC Regional Planning Programs Manager
DATE: August 30, 2012
RE: Request for approval of Revised Cooperative PTRC Agreement by and between the Piedmont Authority for Regional Transportation (PART) and Piedmont Triad Regional Council
ITEM #: 3

PART has requested a revision to the cooperative agreement with PTRC related to the Sustainable Communities Regional Planning Project. The revisions are primarily to the format of the agreement, and include additional language required by HUD referencing the federal program. The work plan and total budget remain unchanged.

Staff requests authorization to enter into the revised agreement as attached.



COOPERATIVE PTRC AGREEMENT

By and Between the

Piedmont Authority for Regional Transportation

AND

PIEDMONT TRIAD REGIONAL COUNCIL

COOPERATIVE AGREEMENT

By and Between the

PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION

AND

PIEDMONT TRIAD REGIONAL COUNCIL

| | |
|---|----------|
| OVERVIEW | 1 |
| ARTICLE I – GENERAL | 1 |
| ARTICLE II – DEFINITIONS | 7 |
| <u>ARTICLE III – PUBLIC PURPOSE.....</u> | <u>2</u> |
| <u>ARTICLE IV –PERFORMANCE PERIOD</u> | <u>3</u> |
| <u>ARTICLE V – PTRC WORK PLAN AND BUDGET</u> | <u>3</u> |
| <u>ARTICLE VI –SUB-RECIPIENTS AND CONTRACTORS.....</u> | <u>4</u> |
| <u>ARTICLE VII – ADMINISTRATIVE REQUIREMENTS FOR PTRCS.....</u> | <u>5</u> |
| ARTICLE VIII – INSPECTION AND ACCEPTANCE..... | 11 |
| <u>ARTICLE IX – PRICE</u> | <u>7</u> |
| ARTICLE X – PAYMENT REQUESTS | 12 |
| <u>ARTICLE XI – OVERSIGHT AND INTERNAL CONTROL</u> | <u>7</u> |
| <u>ARTICLE XII – CONFLICT OF INTEREST.....</u> | <u>8</u> |
| <u>ARTICLE XIII – DEFAULT AND REMEDIES.....</u> | <u>8</u> |
| ARTICLE XIV – AMENDMENTS | 8 |
| ARTICLE XV - RISK AND LIABILITY | 8 |
| ARTICLE XVI – RECORDKEEPING AND AUDITING | 9 |
| ARTICLE XVII– WORK PRODUCT AND SYSTEMS AS GOVERNMENT PROPERTY | 9 |
| ARTICLE XXI – MISCELLANEOUS | 9 |
| ARTICLE XXI – JURISDICTION | 9 |

This **COOPERATIVE SUB-GRANTTEE AGREEMENT** (the “Agreement”) is made and entered into this 5th day of August, 2012, by and between the Piedmont Authority for Regional Transportation (“PART”) and the Piedmont Triad Regional Council (“PTRC”).

OVERVIEW

The Sustainable Communities Regional Planning Grant Program supports metropolitan and multijurisdictional planning efforts that integrate housing, land use, economic and workforce development, transportation, and infrastructure investments in a manner that empowers jurisdictions to consider the interdependent challenges of:

- (1) economic competitiveness and revitalization;
- (2) social equity, inclusion, and access to opportunity;
- (3) energy use and climate change; and
- (4) public health and environmental impact.

The Program places a priority on investing in partnerships, including nontraditional partnerships (e.g., arts and culture, recreation, public health, food systems, regional planning agencies and public education entities) that translate the Federal Livability Principles into strategies that direct long-term development and reinvestment, demonstrate a commitment to addressing issues of regional significance, use data to set and monitor progress toward performance goals, and engage stakeholders and residents in meaningful decision-making roles.

The Sustainable Communities Planning Grant Program is being initiated in close coordination with the U.S. Department of Transportation (DOT) and the U.S. Environmental Protection Agency (EPA), co-leaders with HUD in the Partnership for Sustainable Communities.

ARTICLE I – GENERAL

- A. PTRC and PART hereby enter into this Agreement as a condition to and in consideration of PTRC's participation in the Sustainable Communities Regional Planning Grant Program (“SCRPG”). The SCRPG program is authorized by the Department of Housing and Urban Development (“HUD”); The Consolidated Appropriations Act, 2010 (“The Act”) (Public Law 111-117); and the Notice of Funding Availability, FY 2010 FR-5396-N-03 (“NOFA”). PART has been awarded a Grant under the NOFA (“Grant Award”), which is incorporated herein and made a part of this Agreement. PTRC agrees to undertake the terms and conditions of this Agreement and the Final Work Plan that is attached hereto and incorporated herein as Exhibit A,
- B. In addition to all applicable federal laws, regulations and guidance, this Agreement is governed and controlled by the NOFA, which is incorporated herein by reference.

Capitalized terms not defined in this Agreement shall have the meaning ascribed thereto in the NOFA.

- C. PTRC, for itself and its contractors, if any, covenants, agrees and hereby assumes responsibility that all activities relative to implementing the SCRPG under this Agreement shall be in compliance with and subject to the Act, the NOFA, and all other applicable laws and requirements. In the event of a conflict between the terms of this Agreement and the NOFA, the terms of the NOFA shall apply.

ARTICLE II – DEFINITIONS

In addition to the definitions contained in the NOFA, the following definitions apply to this agreement:

- A. Act means the Consolidated Appropriations Act of 2010, P.L. 111-117
- B. Agreement means this cooperative agreement.
- C. Closeout means the process by which HUD determines that all applicable administrative actions and all required work of the Grant have been completed by PART and HUD.
- D. Grant means the federal funds provided by HUD for the purposes outlined in this Agreement.
- E. Innovation Fund Administrator (IFA) means the HUD Headquarters or HUD field office staff person who is designated by HUD to oversee and monitor the Grant. The IFA is identified in block nine (9) of the Grant Award.
- F. Program Guidelines are contained in the NOFA, as published by HUD on August 22, 2011.
- G. Recipient means a successful applicant under the SCRPG
- H. Sub-grant means the portion of the Grant provided by PART to a Sub-recipient (as defined below), subject to the terms of this Agreement.
- I. Sub-recipient means a non-Federal entity that expends Grant funds received from PART, as a pass-through entity (as defined in OMB Circular A-133) to carry out the EIF, as a Federal program.
- J. Final Work Plan means the HUD-approved work plan negotiated by HUD and PART, as described in the NOFA and attached hereto as Exhibit A. Elements of the Final Work Plan may be broken down and made a part of this agreement as defined in ARTICLE V – PTRC WORK PLAN.

ARTICLE III – PUBLIC PURPOSE

On December 16, 2009, the President signed the Consolidated Appropriations Act of 2010 (Pub L. 111-117). This legislation includes an appropriation total of \$150,000,000 to HUD for a Sustainable Communities Initiative to improve regional planning efforts that integrate housing and transportation decisions, and increase the capacity to improve land use and zoning. Of that total, \$100,000,000 is available for the Sustainable Communities Regional Planning Grant Program

ARTICLE IV – PERIOD OF PERFORMANCE

- A. Performance Period. All PTRC performance plans will be made for a performance period commencing upon date of execution of this Agreement and expires on the end of the day of January 31, 2014. Notwithstanding the foregoing, it is understood and agreed that certain administrative, monitoring, reporting, compliance and oversight obligations and requirements set forth in this Agreement may survive the expiration or termination of the Performance Period.
- B. Termination. This Agreement, in full or in part, including without limitation, any of the initiatives to be undertaken by PTRC, may be terminated by PART and/or HUD prior to the end of the Performance Period, pursuant to Article XV of this Agreement.
- C. Extensions. The Performance Period may only be extended upon written approval by PART. Should PTRC desire to extend the Performance Period, PTRC shall make a written request for extension and provide the request to PART as early as practicable, but not later than sixty (60) calendar days prior to the scheduled expiration of the Performance Period. The request must include PTRC's explanation as to why the requested extension is necessary and justified, must expressly state the specific time frame of the proposed extension, and must provide a detailed explanation of how Grant funds will be requested within the proposed extension period. Upon receipt of the written request, PART may approve an extension upon determination of good cause and within PART's agreed upon performance period with HUD.

ARTICLE V – PTRC WORK PLAN AND BUDGET

- A. Scope of Services / PTRC Work Plan. PART agrees to perform all tasks necessary for the development and implementation of the Final Work Plan, and shall furnish the necessary personnel, materials, services, facilities, and otherwise do all things necessary for, or incidental to, the performance thereof. Consistent with 24 CFR 84.25, PART must make a written request and receive prior written approval from HUD in the event PART proposes a change in the scope or the objective of the Final Work Plan, including, without limitation, a change in a key person specified in the application.

PTRC agrees to perform all tasks necessary as specified by the PTRC Work Plan, which shall be specified in Attachment A made a part of this Agreement.

- B. Budget. The budget for this Agreement shall be in accordance with the amount specified in Attachment B. PTRC Budget and include such categories and subcategories as PART shall determine.
- C. Provision of Services.
1. Staffing. PTRC shall, to the extent necessary, provide a sufficient number of qualified staff to manage its obligations under this Agreement.
 2. Systems. PART shall develop and maintain adequate system functionality that allows for mutual sharing and flow of documentation and information between PTRC and PART.
- D. Eligible Activities. Grant funds shall only be used for eligible activities outlined in the Final Work Plan and Attachment A of this Agreement.
- E. PART's Substantial Involvement. PART intends to have substantial and ongoing involvement in the review, development, approval and targeting of the work to be carried out under this Agreement. PART's involvement may include, but is not limited to: (1) conducting evaluation and research, based on quarterly performance and financial reports submitted by PART and otherwise; (2) reviewing program applications, including forms, verifications, and other documentation; (3) revising PTRC Work Plan, Budget, and processes as needed and as mutually agreed upon; (4) targeting resources; and (5) reviewing outreach and training materials.
- F. Functions.
1. PART Responsibilities. PART has assumed responsibility to ensure that initiatives are executed in accordance with the Final Work Plan and this Agreement, notwithstanding monitoring and oversight by HUD. The use of PTRCs and Sub-recipients or contractors by the PTRC does not relieve the PART of its responsibility for complying (or ensuring compliance) with the terms and conditions of this Agreement and all applicable laws, regulations and administrative requirements. Full cooperation shall be required by PTRC.
 2. SCRPG Evaluation. PART, PTRC, and any Sub-recipients are required to cooperate with HUD staff and its designees in research or evaluative studies, or both, to the extent it reasonably comports with obligations, cost and otherwise, under the PTRC Work Plan and Budget contained in Attachments A and B.

ARTICLE VI –SUB-RECIPIENTS AND CONTRACTORS

- A. Sub-recipients. PTRC shall execute a written Agreement with each Sub-recipient or Contractor before disbursing and requesting reimbursement from Grant funds and must be approved by PART. All Sub-grant agreements and Contracts executed pursuant to this Agreement shall incorporate and impose on the Sub-recipient or Contractor all terms and

conditions imposed under this Agreement to enable the PTRC to comply therewith, and any additional terms consistent with this Agreement as the PART deems proper.

1. Reporting. The Sub-grant and Contract agreements must clearly delineate the specific responsibilities and obligations of PTRC for SCRPG management, including appropriate time frames for reporting results to PART and/or HUD, for which PTRC shall be held responsible.
 2. Monitoring. PART shall establish processes to monitor the performance of PTRC,, Sub-recipients, and Contractors to maintain quality control over such performance. PART shall monitor the performance of PTRC and PTRC shall monitor the performance of its Sub-recipients and Contractors under this Agreement, and take reasonable action to resolve any known compliance-related problems with this Agreement, Sub-grant agreements, Contracts, and other applicable agreements and laws.
- B. Changes in Organizational Structure. PART mergers, acquisitions, or other changes in form or PART organizational structure must be reported to HUD in advance and receive HUD's prior written approval.

ARTICLE VII – ADMINISTRATIVE REQUIREMENTS FOR PTRC

- A. Nonprofit and Commercial/For Profit Recipients and Sub-recipients. This Agreement and any Sub-grant agreement between PTRC, a non-profit organization, or a Commercial/For Profit Sub-recipient shall be subject to the following administrative requirements:
1. 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (HUD, as the federal awarding agency applies part 84 to for-profits), including OMB Circular 110 and 2 CFR Part 215, to the extent not covered by Part 84;
 2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (hereby made applicable to for-profits); and
 3. This Cooperative Agreement.
- B. Governmental Sub-recipients. Any Sub-grant agreement between PTRC and a state, local or federally recognized Indian Tribal government shall be subject to the following administrative requirements:
1. 24 CFR Part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments;

2. OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, and A-102, Grants and Cooperative Agreements with State and Local Governments; and
 3. This Cooperative Agreement.
- C. Reports. PART shall submit reports to the IFA and/or as otherwise directed by HUD, within thirty (30) days after the end of each calendar quarter, which reports shall include the Office of Management and Budget Standard Form 425, titled the Federal Financial Report (“FFR”), with the appropriate data entered therein, together with a narrative (“Quarterly Report(s)”) described in the following paragraphs.

The Quarterly Reports, due on April 30, July 31, October 31, and January 31, in addition to containing the FFR, the Quarterly Report shall contain:

1. A narrative description of the activities undertaken in relation to the Final Work Plan;
2. An assessment of the accomplishments planned to have been achieved by the end of the quarter compared to the actual accomplishments; and
3. An assessment of whether the activities were carried out on time and within budget as established in the Final Work Plan, with planned corrective actions if they were not.

Without limiting any other rights or remedies available to HUD, if PART fails to submit these reports on time, HUD may withhold payments, suspend PART’s ability to incur costs, or terminate the Grant.

HUD reserves the right to require that the Quarterly Reports be submitted (a) monthly, and (b) electronically, in a standardized format, on a computer diskette, and/or the Internet to simplify and facilitate the reporting process.

- D. PTRC. In order for PART to comply with the requirements of the preceding Section C., PTRC shall submit reports to PART within twenty (20) days after the end of each calendar quarter or as specified by PART. The PTRC quarterly reports shall be due on April 20, July 20, October 20, and January 20, and shall contain as a minimum:
1. A narrative description of the activities undertaken in relation to the Final Work Plan;
 2. An assessment of the accomplishments planned to have been achieved by the end of the quarter compared to the actual accomplishments; and
 3. An assessment of whether the activities were carried out on time and within budget as established in the Final Work Plan, with planned corrective actions if they were not.

ARTICLE VIII – INSPECTION AND ACCEPTANCE

- A. PART. PART is solely responsible to review and determine the acceptability of services and deliverables provided to it by PTRC. PTRC is solely responsible to review and

determine the acceptability of services and deliverables provided to it by its Sub-recipients and contractors, if any.

- B. HUD Monitoring / Oversight. PART, PTRC, and any Sub-recipient and contractor must comply with all monitoring and oversight conducted by HUD, or its agents, related to the Grant and/or this Agreement.

ARTICLE IX – PRICE

- A. Maximum Sub-grant Amount. Grant funds shall be disbursed according to the terms of this Agreement for all work required, performed, and accepted under the Agreement in an amount not to exceed the amount shown in Attachment A. PTRC shall not be reimbursed by PART under this Agreement for costs or services, or a portion of those costs or services, which are directly or indirectly reimbursed from any other source, including matching or leveraged funds. PTRC shall include in its vouchers under this Agreement only the portion of those costs or services for which PTRC has not received an advance and does not receive reimbursement from any other funding source.
- B. Burden of Proof. The burden of proof for services rendered rests with PTRC. All supporting records are subject to inspection and audit by PART and / or HUD, or HUD's agent, at any time during and after the expiration of the Performance Period.

ARTICLE X – PAYMENT REQUESTS

- A. Payment Method. Unless otherwise determined by PART, PTRC shall request and receive payment by check within 30 days of receipt of payment request and supporting documents.
- B. Payment Procedures. PTRC shall comply with 24 CFR 84.21 and 84.22. PTRC shall also ensure that all Sub-recipients if any, comply with these provisions and in the event they do not, PTRC shall take steps to correct non-compliance.
- C. Standards for Financial Management Systems. PTRC shall maintain and operate financial management systems that meet or exceed the Federal requirements for funds control and accountability as established by the applicable regulations in 24 CFR 84.21, and as otherwise directed by PART.
- E. Documentation of Expenses. PTRC shall maintain source documentation of direct costs, to the extent available, such as invoices, receipts, cancelled checks, and salary reports, to support all requests for payment. This information must be made available to PART upon request and maintained for a period of at least three years after the expiration of the Performance Period, or the date of last payment, whichever occurs last.

ARTICLE XI – OVERSIGHT AND INTERNAL CONTROL

- A. Fraud Monitoring. PTRC covenants that it will fully and promptly cooperate with PART and / or HUD's or its designees' inquiries about any alleged, perceived or actual fraud and comply with any anti-fraud and legal compliance procedures which PART may require.
- B. General Responsibility to Monitor. PTRC acknowledges that it is responsible for managing and monitoring each project, program, Sub-recipient, contract, function or activity supported under this Agreement, and shall ensure that each has met the audit requirements as delineated in 24 CFR 84.26.
- C. Internal Control Reviews. PTRC shall provide PART and / or HUD or its designee with access to all internal control reviews and reports, including those proposed by independent auditing firms, to enable PART to determine PTRC compliance with applicable provisions of this Agreement and Applicable Laws. A copy of the reviews and reports will be provided to PART upon request.

ARTICLE XII – CONFLICT OF INTEREST

- A. General Requirements. PTRC, and its Sub-recipients, where applicable, shall comply with the conflict of interest requirements in 24 CFR parts 84 and 85.

ARTICLE XIII – DEFAULTS AND REMEDIES

- A. Events of Default. An Event of Default under this Agreement shall result from any material failure by PTRC to comply with the terms and conditions of this Agreement, including those stated in an applicable Federal statute, or regulation;
- B. Notice of Default. If any Event of Default occurs, PART shall give PTRC written notice of the occurrence of the Event of Default and a reasonable opportunity to take corrective action. The notice shall identify (1) the Event of Default, (2) the required corrective action by PTRC, (3) the date by which the corrective action must be taken, and (4) the consequences for failing to take corrective action.
- C. Remedies. If PTRC materially fails to comply with the terms and conditions of this Agreement, whether stated in a Federal statute, or regulation, PART shall have the right to terminate this Agreement by giving written notice to PTRC of such termination, and specifying the effective date thereof. Any such notice of termination will be made in no less than seven (7) calendar days. In this event, PTRC shall be entitled to receive just and equitable compensation for any work performed through the effective date of such termination, provided that the PART Executive Director or his designee determines that the work performed was done so in compliance with the provisions stated in this document and the and cost incurred is reasonable..

ARTICLE XIV – RISK AND LIABILITY

PTRC hereby specifically agrees to hold PART harmless from any and all risks of liabilities, disallowances or damage resulting from PTRCs failure to perform in accordance with the terms and conditions of this Agreement, whether stated in a Federal statute or regulation as specified herein. This risk shall include unauthorized use of intellectual property, or infringement of the rights of a third party, in any of the deliverables required under the scope of work contained in Attachment A. It is further agreed that such indemnity shall include legal, enforcement and collection costs.

ARTICLE XV – AMENDMENTS

This Agreement may be amended at any time by a written amendment initiated by PART or PTRC.

ARTICLE XVI – RECORDKEEPING AND AUDITING

PTRC shall comply with the requirements for record retention and access to records specified in the applicable regulations in 24 CFR 84.53. Additionally, the applicable regulations in 24 CFR 84.20 and 84.21 apply.

ARTICLE XVII– WORK PRODUCT AND SYSTEMS AS GOVERNMENT PROPERTY

Notwithstanding any other provision of this Agreement, PTRC agrees that all work product arising from or associated with the services provided by PTRC, and any Sub-recipient or Contractor, under this Agreement is derived and intended solely for the use and benefit of PART. Accordingly, PTRC acknowledges that all such work product is the property of PART.

ARTICLE XVIII – MISCELLANEOUS

- A. Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.
- B. Parties in Interest; Assignment. This Agreement shall not be assigned by any of the parties hereto without the prior written consent of the other party.
- C. Relationship of the Parties. Neither of the parties is an agent of the other party and neither party has the authority to represent or bind the other party to anyone else as to any matter.
- D. Survival. Any provisions of this Agreement that expressly or by their operation should reasonably continue to apply to a party after the termination or suspension (in whole or in part) of this Agreement shall continue in full force and effect for such time as is necessary to fully carry out the intent of such provisions.
- E. Applicable Law. This Agreement shall be construed, and the rights and obligations of the parties determined, in accordance with Federal law and/ or North Carolina statutes.

F. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

G. Entire Agreement. This Agreement constitutes the entire agreement by and between PTRC and PART, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, by and between PTRC and PART with respect to this Agreement.

ARTICLE XVIII – JURISDICTION

This Agreement unless herein provided is subject to the jurisdiction and laws of the State of North Carolina.

IN WITNESS WHEREOF, PART and PTRC have set their hands and seals all pursuant to authority duly granted as of the day and year first above written.

PART

By: _____

Title: _____

Date _____

PTRC

By: _____

Title: _____

Date _____

ATTEST

By: _____

Title: _____

ATTEST

By: _____

Title: _____

PART mailing address:

Piedmont Authority for Regional
Transportation

7800 Airport Center Drive

Greensboro, NC 27409

Telephone: 336-662-0002

PTRC mailing address

Piedmont Triad Regional Council

400 West Fourth Street, Suite 400

Winston-Salem, NC 27101

Telephone: 336-761-2111

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

PART Finance Director



Attachment A PTRC Work Plan

1. PTRC will collaborate with PART in organizing the project consortium, conducting meetings, briefings and other work to engage key partners and other stakeholders in the project.
2. PTRC will design, develop, compile and maintain a regional GIS database that will serve as a planning tool for the project and eventual resource for implementation and tracking progress.
3. With support and assistance from PART and other partners, PTRC staff will generate data, analysis and mapping for presentation to the public and stakeholders for validation at major meetings, forums, and work groups.
4. As part of a broader public engagement strategy managed by PART, the PTRC will:
 - a. Establish and maintain communications with local government officials throughout the region, to educate and inform elected officials concerning progress of work on the project.
 - b. Arrange for outreach to disadvantaged community groups, individuals and the engagement of community groups to inform the planning process, primarily through subcontracts with Winston-Salem State University's Center for Community Safety, University of North Carolina at Greensboro's Center for New North Carolinians, and North Carolina Agricultural and Technical State University.
5. PTRC staff will lead working groups tasked with drafting major elements of the Regional Plan for Sustainable Development and developing recommendations and priorities for implementation actions, with specific responsibility for the following elements:
 - a. Development Patterns
 - b. Housing
 - c. Comprehensive Economic Development Strategy (CEDS)
 - d. Healthy Communities
6. PTRC staff shall serve as co-leader with other partners for work groups with shared responsibility for drafting the following elements:
 - a. Green Infrastructure
 - b. Climate Adaptation

7. Additionally, PTRC staff will participate in work groups tasked with developing the following other work elements:
 - a. Mobility
 - b. Regional Concurrency
 - c. Governance
 - d. Best Practices Toolkit
8. PTRC staff will assist in establishing and coordinating a project integration team (PIT) in conjunction with PART and other participants as the project progresses.
9. By mutual agreement between the PTRC and PART, responsibility for drafting key elements and documents for the plan may be delegated to the PTRC or reassigned to others.

**Attachment B
Budget Summary**

| Detailed Description of PTRC Budget | | | |
|--|--------------------------|-----------------------|-------------------------|
| Analysis of Total Estimated Costs | | Estimated Cost | Percent of Total |
| 1 | Personnel (Direct Labor) | \$ 464,532 | 38% |
| 2 | Fringe Benefits | \$ 130,423 | 11% |
| 3 | Travel | \$ 13,240 | 1% |
| 4 | Equipment | \$ | 0% |
| 5 | Supplies and Materials | \$ 17,668 | 1% |
| 6 | Consultants | | 0% |
| 7 | Contracts and Sub-Grants | \$ 387,500 | 32% |
| 8 | Construction | | 0% |
| 9 | Other Direct Costs | \$ 30,000 | 2% |
| 10 | Indirect Costs | \$ 171,047 | 14% |
| TOTAL: | | \$ 1,214,411 | 100% |
| HUD Share: | | \$ 952,667 | |
| PTRC Match: | | \$ 274,101 | 22.6% |

M-E-M-O-R-A-N-D-U-M

TO: PTRC Executive Committee
FROM: Hanna Cockburn, PTRC Regional Planning Programs Manager
DATE: August 30, 2012
RE: Request for authorization to provide revised support letter re: 2013-2015 partnership with NC Solar Center
ITEM #: 4

In 2009, the Clean Transportation section of the North Carolina Solar Center requested the Piedmont Triad Council of Governments to partner with the Solar Center in a Clean Fuel Advanced Technology (CFAT) project under the Congestion Mitigation and Air Quality (CMAQ) program of NCDOT. At that time, the PTCOG board authorized a letter of support for a contract of \$25,000/year for five years, and to sub-contract with Forsyth County to support the Triad Air Awareness program.

NCDOT recently awarded the project to the Solar Center for three federal fiscal years only, and the NC Solar Center has made arrangements to contract with Forsyth County directly. The NC Solar Center has also revised funding levels based on population, resulting in a slight reduction of funding to PTRC from the original proposal.

The project is scheduled to begin in federal fiscal year 2013 and continue through September 2015. The Solar Center's current proposal is to contract with PTRC for a total of \$63,000 - \$21,000 annually over three years. PTRC will be required to provide an annual cash match of \$5,190 (\$15,570 total). Funding will be used to support PTRC's work with the Solar Center and the Triad Air Awareness program on education, outreach and assistance to local governments in the use of alternative fuels and advanced transportation technologies in Davidson, Davie, and Guilford counties. The goal is to further reduce transportation related emissions in our region. This is consistent with PTRC's leadership in air quality and alternative fuels planning, education and outreach.

Staff request authorization to revise the letter of support to the NC Solar Center indicating PTRC's intent to participate in the project, as attached.

M-E-M-O-R-A-N-D-U-M

TO: PTRC Executive Committee

FROM: Blair Barton-Percival, PTRC Area Agency on Aging, Assistant Director

DATE: September 5, 2012

RE: Request for authorization to enter into contracts with the North Carolina Division of Aging and Adult Services and local service providers for Aging - Health Promotion and Disease Prevention, Title III D funding for the period July 1, 2012 to June 30, 2013.

ITEM #: 5

Each year, the North Carolina Division of Aging and Adult Services allocate federal Older Americans Act funds for Health Promotion / Disease Prevention (Title III-D) activities. This year the federal requirement demands that all funding be used for evidence-based programming, as defined by the Administration on Aging.

The attached chart list senior centers in our 12 county region that will be providing the Health and Wellness evidence based programming. Each senior center was asked to self-declare the types of training/programming they wished to provide in their communities. The chart reflects the amount allocated for each senior center.

I am requesting authorization to enter into contracts with the North Carolina Division of Aging and Adult Services and local service providers for Aging - Health Promotion and Disease Prevention, Title III D funding for the period July 1, 2012 to June 30, 2013.

| Service Provider | Facility | County | Evidence Based |
|---|---|---------------|-----------------|
| City of Burlington / Burlington Recreation and Parks Department | John Robert Kernodle Senior Activities Center | Alamance | \$2,987 |
| Caswell County | Caswell County Senior Center | Caswell | \$1,166 |
| Davidson County | Davidson County Senior Services (2) | Davidson | \$3,205 |
| City of High Point / High Point Parks & Recreation Department | Roy B. Culler Senior Center | Guilford | \$2,987 |
| Senior Resources of Guilford | Greensboro Senior Center | Guilford | \$2987 |
| City of Greensboro / Greensboro Parks & Recreation Department | Mabel Smith Senior Center | Guilford | \$2,987 |
| The Shepherd's Center of Greater Winston-Salem | Shepherd's Center of Greater Winston-Salem | | \$2,987 |
| Town of Troy | Troy/Montgomery Senior Center | Montgomery | \$2,987 |
| Randolph County Senior Adults Association | Randolph County Senior Adults (2+) | Randolph | \$3,205 |
| Rockingham Community College | RCC Center for Active Retirement | Rockingham | \$4,807 |
| City of King | City of King Senior Center | Stokes | \$1,166 |
| Stokes County | Walnut Cove Senior Center | Stokes | \$1,166 |
| YVEDDI | YVEDDI (4.5) | Yadkin, Surry | \$4,807 |
| TOTALS: | | | \$37,444 |

M-E-M-O-R-A-N-D-U-M

TO: PTRC Executive Committee

FROM: Blair Barton-Percival, Assistant Director, Area Agency on Aging

DATE: September 5, 2012

RE: Request authorization to enter into contract with the North Carolina Division of Aging and Adult Services and local service providers for state Senior Center General Purpose funding for the period July 1, 2012 to June 30, 2013.

ITEM #: 6

Each year after approval by the General Assembly the North Carolina Division of Aging and Adult Services allocates funding to senior centers based on certification status throughout the region. This year's total allocation to Region G is \$262,477, the highest allocation to any region in North Carolina. Our region's allocation is the result of a high number of senior centers who received Center of Excellence or Center of Merit designation.

The attached chart lists all of the senior centers in the region and the proposed contract amount. Of the 26 senior centers in Region G, there are 19 centers of Excellence, 3 centers of Merit, and 4 noncertified centers. The level of certification dictates the amount of Senior Center General Purpose funds allocated to a senior center. The chart reflects the amount by certification and the appropriate match.

I am requesting authorization to enter into contract with the North Carolina Division of Aging and Adult Services and local service providers for state Senior Center General Purpose funding for the period July 1, 2012 to June 30, 2013.

(Upon approval, this item will be included in the next PTRC Budget Revision.)

**Senior Center General Purpose Funds
Fiscal Year 2012 - 2013**

| Senior Center General Purpose | | |
|---|---|-------------------------|
| Contractor | Senior Center | State Allocation |
| Alamance | | |
| City of Burlington/ Burlington Recreation and Parks Department | ***J. R. Kernodle Senior Center | \$11,753 |
| Caswell | | |
| Caswell County | ***Caswell County Senior Services | \$11,753 |
| Davidson | | |
| Davidson County | ***Lexington Senior Center | \$11,753 |
| | ***Thomasville Senior Center | \$11,753 |
| Davie | | |
| Davie County | *** Davie County Senior Center | \$11,753 |
| Forsyth | | |
| Shepherd's Center of Kernersville | ***Kernersville Senior Enrichment Center | \$11,753 |
| Shepherd's Center of Greater Winston-Salem | ***Shepherd's Center of Greater Winston-Salem | \$11,753 |
| Guilford | | |
| City of Greensboro /Greensboro Parks & Recreation Department | Mabel Smith Senior Center | \$3,917 |
| City of High Point / High Point Parks and Recreation Department | ***Roy B. Culler Senior Center | \$11,753 |
| Senior Resources of Guilford | ***Greensboro Senior Center | \$11,753 |

| Montgomery | | |
|--|---|------------------------|
| Town of Troy | ***Troy-Montgomery Senior Center | \$11,753 |
| Randolph | | |
| Randolph County Senior Adults Association | ** Archdale Senior Center | \$7,834 |
| | *** Liberty Senior Center | \$11,753 |
| | ** Asheboro Senior Center | \$7,834 |
| | Randleman Senior Center | \$3,917 |
| Rockingham | | |
| City of Eden / Parks and Recreation Department | Garden of Eden Senior Center | \$3,917 |
| City of Reidsville | ***Reidsville Senior Center | \$11,753 |
| Madison/Mayodan Recreation Commission | ***Madison/Mayodan Senior Center | \$11,753 |
| Rockingham Community College | ***Center for Active Retirement | \$11,753 |
| Stokes | | |
| Stokes County | ***Walnut Cove Senior Center | \$11,753 |
| City of King | **City of King Senior Center | \$7,834 |
| Surry | | |
| YVEDDI | ***Surry County Senior Center | \$11,753 |
| YVEDDI | Pilot Mountain Senior Center (satellite center) | \$3,917 |
| Yadkin | | |
| YVEDDI | ***East Bend Senior Center | \$11,753 |
| YVEDDI | ***Yadkin County Senior Center | \$11,753 |
| YVEDDI | ***Yadkin Valley Senior Center | \$11,753 |
| | | TOTAL \$262,477 |
| ** Center Noncertified (4) | 25% Local Match (Cash or In-Kind) | |
| ** Center of Merit (3) | Noncertified Centers | \$1,306 |
| *** Center of Excellence (19) | Centers of Merit | \$2,611 |
| | Centers of Excellence | \$3,918 |