

MINUTES
PTRC EXECUTIVE COMMITTEE MEETING
September 5, 2012

Present: Vice Chairman Darrell Frye, Randolph County, PTRC Chair
Council Person Molly Leight, City of Winston-Salem, PTRC Vice Chair
Chair Nate Hall, Caswell County, PTRC Treasurer
Councilman Dillard Burnette, City of King
Commissioner Linda Massey, Alamance County
Councilman Jimmy Blake, Town of Biscoe
Commissioner Don Truell, Davidson County
Commissioner Ken White, Davie County
Mayor Scotty Morris, Town of Denton
Councilman Darryl Carter, City of Eden
Councilman Walter Marshall, Forsyth County
Commissioner Carolyn Coleman, Guilford County
Mayor Pro Tem Latimer Alexander, City of High Point
Mayor Keith Volz, Town of Jamestown
Commissioner Wayne Moore, Town of Jonesville
Mayor Dan Pugh, Town of Lewisville
Mayor Pro Tem Patty Philipps, City of Mebane
Mayor Pro Tem Steve Yokeley, City of Mount Airy
Commissioner Earnest Lankford, Stokes County
Commissioner Paul Johnson, Surry County
Commissioner Kevin Austin, Yadkin County
Councilman Alvin Foster, Town of Yanceyville

Absent: Mayor Ronnie Wall, City of Burlington
Chair James Kallam, Rockingham County
Commissioner Will Marklin, Town of Mocksville
Mayor Pro Tem Yvonne Johnson, City of Greensboro
Mayor Bert Lance Stone, City of Archdale
Chair Jackie Morris, Montgomery County

Chair Frye welcomed the PTRC Executive Committee and requested a moment of silence and he led the Executive Committee in the Pledge of Allegiance.

1. Approval of August 1, 2012, PTRC Executive Committee Minutes

Chair Frye asked if there were any revisions to be made in the August 1, 2012, PTRC Executive Committee minutes.

There being none, motion was made by Mr. Marshall, seconded Mr. Burnette, and carried unanimously to approve the August 1, 2012, PTRC Executive Committee minutes.

2. Discussion on Weatherization Grant from the Office of Energy, by Matthew Dolge, PTRC Executive Director

Mr. Dolge stated that the Weatherization Assistance Program helps low income, elderly, or disabled residents in the Piedmont Triad save energy and reduce their utility bills by improving energy efficiency. The program is open to residents of Davidson, Forsyth, Guilford, Randolph, and Rockingham Counties. The program makes sure that Piedmont Triad residents have reliable, efficient, and safe ways to stay warm in the winter and cool in the summer. In addition, the US Department of Energy has documented that homes receiving weatherization assistance saved an average of \$215 per year on energy bills. That is savings that can be counted on year after year.

Weatherization assistance is available for most types of housing -- single family homes, apartments, condominiums and mobile homes. You do not have to own your own home to be eligible. Renters must have written permission from their landlord, and landlords are required to participate in some cost especially for heating and air conditioning improvements.

Mr. Dolge stated that six positions have been advertised -- three for Weatherization Inspector – Auditor and three for Weatherization Program Assistant. Applications will be accepted until 5:00 pm on September 7th. Bids for contractors to provide services for weatherization will be accepted through Monday, October 1. Board was asked to refer any building contractors who may have interest to PTRC staff.

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

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

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This **COOPERATIVE SUB-GRANTEE 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 maybe 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

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.

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.

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.

Eligible Activities. Grant funds shall only be used for eligible activities outlined in the Final Work Plan and Attachment A of this Agreement.

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.

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 _____

ATTEST

By: _____

Title: _____

PTRC

By: _____

Title: _____

Date _____

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%

Motion was made by Mr. Pugh seconded by Mr. Burnett, and carried unanimously to approve the revised Cooperative PTRC Agreement by and between the Piedmont Authority for Regional Transportation (PART) and Piedmont Triad Regional Council.

4. Request for authorization to provide revised support letter re: 2013-2015 partnership with NC Solar Center, Hana Cockburn

Ms. Cockburn stated that 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.

Motion was made by Mr. Pugh, seconded by Mr. Marshall, and carried unanimously to revise the letter of support to the NC Solar Center indicating PTRC's intent to participate in the project.

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, by Blair Barton-Percival, PTRC Area on Aging Assistant Director

Mr. Barton-Percival stated 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.

PTRC staff requested 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.

Motion was made by Mr. Blake, seconded by Mr. Hall, and carried unanimously to authorize the PTRC staff 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.

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

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, by Blair Barton-Percival

Mr. Barton-Percival stated that 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.

Mr. Barton-Percival requested authorization for PTRC staff 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.

Motion was made by Mr. Carter, seconded by Mr. Volz and carried unanimously to authorize the PTRC staff 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.

**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)
 ** Center of Merit (3)
 *** Center of Excellence (19)

25% Local Match (Cash or In-Kind)

Noncertified Centers	\$1,306
Centers of Merit	\$2,611
Centers of Excellence	\$3,918

7. Office Space Update

Mr. Dolge shared legal guidance from Kara Millonzi, UNC School of Government, concerning the PTRC's ability to lease or purchase property. Ms. Millonzi feels that the authorization of Councils of Governments to lease property is ambiguous in state legislation. It is not clearly defined as an authorized authority, though it may be included under the authority to "acquire property". After discussion with the board it was decided that this issue will be taken up at the legislative session next year.

8. Old business

There was no old business.

9. New business

Request for authorization to amend the contract with the Division of Aging and Adult Services and to enter into contract with existing providers to administer the Community Resources Connection Initiative for the period September 5, 2012 – June 30, 2013, by Kimberly Dawkins Berry, PTRC Area Agency on Aging Director

Ms. Berry stated that funding has been available for the past four years to help people of all ages, disabilities, and income levels more easily access long-term services and supports through the Administration on Aging and the Centers for Medicare and Medicaid for Aging Disability Resource Centers. In North Carolina this initiative is called "Community Resource Connection" (CRC). Until this month, September 2012, the PTRC AAA administered just part of these funds in our region.

The PTRC AAA is focused on broad planning and advocacy activities for older people within our planning and service area; we fund providers to deliver a wide range of community based services and directly provide information and referral as well as monitoring of 'residents rights' through our Long Term Care Ombudsman program. We currently collaborate with those agencies serving persons with disabilities. This is a major component of the CRC program. Because of the nature of our work, DAAS has requested that the PTRC AAA administer the remaining money which is available for this fiscal year. The funding has different purposes as listed below:

1. **Information and Awareness**
2. **Assistance**-options counseling-crisis intervention-benefits counseling
3. **Access**-eligibility screening-uniform access to programs
4. **Transitions**-Person Centered Hospital Discharge-Money Follows the person

It is the hope of AAA staff that in amending this contract we can begin to look at bringing all 12 counties in our region together on planning and accomplishment of the tasks associated with this funding.

The new funding for CRC activities is in the amount of \$146,998 of which some is already pledged to existing county programs. In accepting the administrative duties for the entire 12 county region, it will be our job to use these funds to help counties interested in starting

or expanding activities associated with the Community Resource Connection initiative. These funds vary in their usage by county with some funding used by the PTRC AAA to manage and facilitate the programs.

PTRC staff is requesting authorization to amend the contract with the Division of Aging and Adult Services and to enter into contract with existing providers to administer the Community Resources Connection Initiative for the period September 5, 2012 – June 30, 2013.

Motion was made by Mr. Truell, seconded by Ms. Massey, and carried unanimously to approve the PTRC staff to amend the contract with the Division of Aging and Adult Services and to enter into contract with existing providers to administer the Community Resources Connection Initiative for the period September 5, 2012 – June 30, 2013.

10. Chairman's remarks and announcements

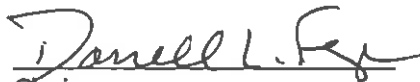
- October PTRC Executive Committee meeting –
Wednesday, October 3, 2012, 12:00 Noon
Paul J. Ciener Botanical Gardens, 215 South Main Street
Kernersville, NC
- October PTRC Board of Delegates meeting –
Wednesday, October 17, 2012, 12:00 Noon
Paul J. Ciener Botanical Gardens, 215 South Main Street
Kernersville,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


11. Informational Items

There were no informational items.

12. Adjournment

There being no other business, the meeting adjourned at 1:35 p.m.


Chair


Executive Director