

Agenda Item: 6.

Memorandum

To: Programs, Projects and Operations Subcommittee

From: John Winkler, General Manager

Date: August 1, 2012

Re: Heartland 2050 Consortium Agreement

The Metropolitan Area Planning Agency (MAPA) was awarded a HUD grant in the amount of 2,045,000 to develop a regional vision plan for sustainable development in the 8 county Omaha-Council Bluffs Metro area.

The goal of the initiative is to define a vision, based in shared community values, of how the region should grow and develop through the middle of the 21st century.

Any eligible government entity, non-profit or private sector organization, academic or research institution, philanthropic foundation, community organization or specialized agency that has an interest in sustainable development or the region may become a Heartland 2050 Consortium member.

In light of the District's mission and responsibilities, as well as, the direct impact the District's projects and programs have on development in the Omaha metro area:

It is management's recommendation that the subcommittee recommend to the full Board of Directors that the Papio Missouri River NRD become a signatory member and active participant to the Heartland 2050 Consortium Agreement and Partnership.

MEMORANDUM OF UNDERSTANDING

HEARTLAND 2050 CONSORTIUM AGREEMENT

WHEREAS, the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) submitted an application to the U.S. Department of Housing and Urban Development (HUD) Sustainable Communities Regional Planning Grant (hereafter "Grant") in October 2011 to support Heartland 2050, a regional visioning effort in the eight-county Omaha-Council Bluffs Metropolitan Statistical Area; and

WHEREAS, at time of application, 30 partners representing 95% of the region's population signed memoranda of understanding that pledged support of the application and Heartland 2050 initiative if funds were awarded, and committed in-kind and leveraged resources to count toward the local share of Federal funding; and

WHEREAS, MAPA was awarded a Grant in the amount of \$2,045,000 to develop the Heartland 2050 regional vision and plan for sustainable development and entered into a cooperative agreement with HUD on February 6, 2012; and

WHEREAS, a final Heartland 2050 Work plan (Exhibit A) has been prepared and approved by HUD that formalizes the project approach and goals outlined in the original Grant application; and

WHEREAS, the goal of Heartland 2050 is to define a vision, based in shared community values, of how the region should grow and develop through the middle of the 21st century, along with sector-specific plans that help the region progress toward the vision; and

WHEREAS, the core attributes of the proposed approach are inclusion, collaboration, and data-driven decision-making; and

WHEREAS, the original partnership brought together at the time of application will heretofore be known as the Heartland 2050 Consortium, and stands invested with substantive leadership of the Heartland 2050 regional visioning and planning process; and

WHEREAS, any eligible government entity, non-profit or private sector organization, academic or research institution, philanthropic foundation, community organization, or specialized agency that bears responsibility for, or has an interest in, the sustainable development of the Heartland region may apply to become a Heartland 2050 Consortium member and signatory to this Agreement;

NOW, THEREFORE, Papio-Missouri Natural Resources District agrees to the following by signing this Agreement:

1. Participate as a member of the Heartland 2050 Consortium in the development of a regional plan for sustainable development (hereafter RPSD) and the visioning process underpinning it;
2. Support the essential project goals, program of work, and participatory and functional structure for accomplishing the work of Heartland 2050, identified in Exhibit A – Heartland 2050 Work plan and Exhibit B – Heartland 2050 Consortium and Partnership Agreement Packet, incorporated herein by reference;
3. Engage in meaningful review of strategy and report documents, data, scenarios, major recommendations, and other classes of work product, and provide timely feedback to MAPA project management staff, other Consortium members, and the project Steering Committee;
4. Work collaboratively with fellow Consortium members and MAPA project management staff to resolve differences and work toward compromise if or when conflict arises within the Consortium;

5. Designate a policy-level liaison and named alternate(s) to the Heartland 2050 Consortium, one of whom shall be present at all meetings of the Consortium, with no more than four (4) organizational absences permitted before membership is suspended;
6. Participate in project governance bodies, including but not limited to: Heartland 2050 Steering Committee, the Equity and Engagement Committee, one or more technical working groups, and one or more communities of practice advisory group appropriate to Papio-Missouri Natural Resources District's capacity and mission, and to ensure that Papio-Missouri Natural Resources District's interests, perspectives, and needs, and plans are represented at appropriate levels of decision-making;
7. Communicate the work of the Consortium to staff, stakeholders, and the public at large;
8. Assist the Consortium, MAPA project management staff, and consultants with outreach and engagement of the public as well as groups who are traditionally marginalized or underrepresented in community planning processes, to ensure maximum reach and inclusion in the visioning and planning work of Heartland 2050;
9. Share relevant data, maps, plans, and lessons learned with other Consortium members to promote mutual understanding of issues and opportunities within the region and build capacity to address and/or capitalize on them;
10. Provide staff support, meeting space, or any other in-kind or leveraged resources to be counted toward local match of the Grant funds, as outlined in original letters of intent and confirmed in a final letter of commitment addressed to MAPA from Papio-Missouri Natural Resources District within 90 days of the execution of this agreement;
11. Recognize MAPA as lead project manager and fiscal agent solely as a benefit and convenience to Papio-Missouri Natural Resources District and not to hold MAPA liable in any manner in this capacity.

AND FURTHERMORE, MAPA agrees to confer directly the following benefits of participation in the Heartland 2050 Consortium:

1. As a Heartland 2050 Consortium member, Papio-Missouri Natural Resources District will have full voice at all Consortium meetings;
2. Papio-Missouri Natural Resources District will have a direct role in developing and seating the project Steering Committee, Equity and Engagement Committee, and subsidiary technical working groups and communities of practice advisory groups constituting the project's governance structure, including first right of consideration for seats on all such committees and working groups;
3. Provide Papio-Missouri Natural Resources District with access to information and data collected by MAPA, consultants, subgrantees, and Consortium members pursuant to the project;
4. Notify Papio-Missouri Natural Resources District of capacity-building opportunities, including webinars, conferences, and other national best-practice learning opportunities through the National Sustainable Communities Learning Network;
5. Provide additional premium educational and informational opportunities to Papio-Missouri Natural Resources District that support and assist its participation in development of the vision and RPSD, or build capacity for ongoing regional work;
6. Recognize Papio-Missouri Natural Resources District's Consortium membership as a notable prerequisite to eligibility for Preferred Sustainability Status (PSS) points on applications for HUD funding, or other special future consideration by Federal funding agencies, which may assist Papio-Missouri Natural Resources District in obtaining funding support for planning or implementation projects aligned with the goals of the Heartland 2050 initiative.

THIS AGREEMENT may be suspended or terminated by either party upon 30 days' written notice to the other party's Chief Executive Officer. If Papio-Missouri Natural Resources District opts to leave the Heartland 2050 Consortium, Papio-Missouri Natural Resources District will be held accountable for any work items or deliverables promised or due prior to the effective date of withdrawal. The only conditions under which Papio-Missouri Natural Resources District will be suspended or terminated from Consortium membership by MAPA are:

1. If Papio-Missouri Natural Resources District fails to attend more than 4 meetings of the Heartland 2050 Consortium over the course of the project;
2. If Papio-Missouri Natural Resources District fails to deliver in-kind or leverage commitments within the timeframe specified in the subsequent letter of commitment;
3. If Papio-Missouri Natural Resources District is the subject of a fair housing complaint found by HUD to have merit, per the reasons identified in Section 9 of Exhibit B – Heartland 2050 Consortium and Partnership Agreement Packet.

THIS AGREEMENT stands executed from the date of signature by both parties to the agreement, and shall remain in effect until March 1, 2015. Upon mutual written agreement among the parties, this agreement may either be amended or extended, provided that approval for such is given as to form.

ADOPTED THIS _____ DAY OF _____, 2012.

PAPIO-MISSOURI NATURAL
RESOURCES DISTRICT

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING
AGENCY (MAPA)

[Name]
[title]

Ron Kohn
President, Board of Directors

WITNESSETH:

[Name]
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Paul Mullen
Executive Director

APPROVED AS TO FORM:

Paul Kratz
Legal Counsel