



REQUEST FOR BOARD ACTION

ITEM NO. 12.

DATE OF MEETING: June 6, 2011

REQUESTED BY: Benjamin D. Andrea, Planner II, Planning & Community Development

SHORT TITLE: Resolution Supporting the Memorandum of Understanding Among Members of the Lower Cape Fear Sustainable Communities Consortium

BACKGROUND: The Pender County Board of Commissioners passed a resolution at their meeting on August 16, 2010 supporting Pender County's participation in the Lower Cape Fear Sustainable Communities Consortium, which is an organization focusing on regional planning efforts to integrate housing, land use, economic and workforce development, transportation, and infrastructure investments.

Since then, the Consortium has sought federal and state grant funding for regional planning efforts. While the Consortium's federal grant application was not recommended for funding, the Consortium has been awarded \$15,350 from the NC Sustainable Communities Initiative that will be utilized to collaborate with the Wilmington Metropolitan Planning Organization to evaluate transportation user demand in the region.

Before the grant award may be allocated, a Memorandum of Understanding must be endorsed by the Board of each Consortium member.

SPECIFIC ACTION REQUESTED: To consider a resolution supporting the Memorandum of Understanding for members of the Lower Cape Fear Sustainable Communities Consortium.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.



Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the Board hereby supports the Memorandum of Understanding for members of the Lower Cape Fear Sustainable Communities Consortium. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Brown ___ Tate ___ Rivenbark ___ Ward ___ Williams ___

George R. Brown, Chairman 6/6/2011
Date

ATTEST Date

Lower Cape Fear Sustainable Communities Consortium
Memorandum of Understanding Among:

Brunswick County

Brunswick Housing Opportunities

Cape Fear Council of Governments

Cape Fear Economic Development Council, Inc.

Cape Fear Regional Community Development Corporation

Cape Fear Public Utility Authority

City of Wilmington

New Hanover County

Pender County

WAVE Transit

Wilmington Metropolitan Planning Organization

STATEMENT OF MUTUAL BENEFIT AND INTEREST

The Lower Cape Fear Consortium has been brought together to support multijurisdictional planning efforts that integrate housing, land use, economic and workforce development, transportation, and infrastructure investments integrating the six Livability Principles adopted by the United States Department of Housing and Urban Development (HUD), Environmental Protection Agency (EPA), and Department of Transportation's (DOT) Sustainable Communities Partnership. The Consortium members recognize the importance of the creation of a consortium for the purpose of strengthening the capacity of the three-County region to accomplish the following:

1. Provide More Transportation Choices.
2. Promote Equitable, Affordable Housing.
3. Enhance Economic Competitiveness.
4. Support Existing Communities.
5. Coordinate Policies and Leverage Investments.
6. Value Communities and Neighborhoods.

The consortium is organized as a group of equal partners, each bringing their unique strengths and capabilities in order to assist in different ways to fulfill the needs of the project.

PURPOSE:

Lower Cape Fear Sustainable Communities Consortium Partners represent a wide array of leadership representing environmental, housing, economic development, infrastructure and transportation interests.

The Consortium will oversee the development of Regional Initiatives geared towards Sustainable Development. These initiatives will integrate the six livability principles into comprehensive programs for Brunswick, New Hanover and Pender Counties. Ultimately, these initiatives will be guided by one comprehensive & region-specific Sustainability Plan integrating planning documents from member agencies to create a holistic guide that incorporates existing and new ideas. This plan will be created and maintained by the Consortium as part of its annual adopted Work Plan.

Each member of the Consortium is responsible for bringing their unique strengths and capabilities to the Consortium. Project resources will be allocated based upon each partner's relevant role, expertise and level of commitment.

CONSORTIUM GOVERNANCE & STRUCTURE:

Lower Cape Fear Sustainable Communities Consortium Partner agencies are represented by appointed staff from each member agency. The Consortium will not have the power to adopt policies that will directly affect the member agencies. Rather, the Consortium will come to consensus on issues/draft policies/practices. After coming to consensus on draft policies/practices, the Consortium representatives may individually bring these items to their

voting boards that have the power to adopt, modify & adopt, or to deny adoption of policies/practices.

MEMBERSHIP REPRESENTATIVE APPOINTMENT:

Representatives shall be appointed by the governing boards of participating organizations. Representation should be from the policy-drafting staff of the member organizations.

VOTING PROCEDURES:

Representatives shall have the right to vote on administrative matters concerning the Consortium. Representatives will also have the right to vote on model policies and practices in order to come to a consensus. Voting by the representatives at the Consortium shall in no way constitute binding directives or laws applicable to member organizations but shall be used to come to a consensus and to move forward through the adopted work plan.

RESPONSIBILITY OF CONSORTIUM MEMBERS:

Lower Cape Fear Sustainable Communities Consortium Partner agencies are represented by appointed staff from each member agency. Partners are required to adopt a work plan each year and shall provide staffing & other resources as outlined in the work plan for specific projects. Generally, partners are required to:

1. *Participate in the Consortium.* Consortium Members must play an active participatory role in the process.
2. *Share Information.* Consortium Members will assist with circulating information about projects and helping to bring others to the table. Consortium Members will assist with outreach both to members of the public and to members of their organization or local government. Consortium Member representatives will serve as the primary contact for the projects and will be responsible for communicating the activities of the Consortium to their organization and constituents. If a Consortium Member's representative changes, the Consortium must be notified.
3. *Assist with carrying out the adopted Work Plan.* Consortium Members will help: to review and draft projects identified in the Work Plan; to identify opportunities to implement the projects in the Work Plan; to identify elements of existing regional plans and other documents that need revision in order to be consistent with common regional goals; and to help facilitate revisions to other regional planning documents as needed.

WORK PLAN:

Each year, the consortium will adopt a work plan valid for the fiscal year that will list specific goals, commitments, and funding sources for sustainability projects that address the following requirements:

1. Provide More Transportation Choices.
2. Promote Equitable, Affordable Housing.
3. Enhance Economic Competitiveness.
4. Support Existing Communities.
5. Coordinate Policies and Leverage Investments.
6. Value Communities and Neighborhoods.

LIABILITY

The participants hereto agree that they shall each be responsible for their own individual, direct liabilities and not for any other stakeholder actions, omissions or liabilities, unless otherwise provided by law and the specific consent of each member.

AMENDMENTS AND REVIEW

This Memorandum of Understanding (MOU) is subject to revision and can be amended, or modified by the mutual written consent, signed and dated, by all of the participating organizations, prior to any changes being performed.

New participating organizations may be added to the MOU by consensus, written or otherwise, of the current participants.

OTHER PROVISIONS

Nothing herein is intended to or has the effect of extending any legal authority or responsibilities of any of the members herein nor is any provision herein intended or has the effect of modifying, restricting, enhancing or changing the legal authorities, obligations, restrictions, liabilities or requirements of any of its members. This MOU is intended only to provide the basis for a voluntary cooperative relationship among the signatories and is not intended to, nor does it create any right, entitlement, or benefit, substantive or procedural, or trust responsibility, enforceable at law or equity, by any individual, organization, private or governmental third party, participant party or any member thereof against any party to this agreement or the United States, its agencies, its officers, or any person. This MOU shall not be construed to create any right to judicial review involving the compliance or noncompliance with the terms of this MOU by any signatory or the United States, its agencies, its officers, or any other person. To the extent that any provision of this MOU conflicts with current directives, or applicable regulations or laws of any of the parties of this agreement, the provisions of this MOU will have no effect.

The creation of the partnership in no way substitutes for the decision-making process that each participating agency is required to follow by regulation, directive, or law. The creation of the partnership helps to facilitate discussion among the participants, without making decisions for those agencies.

TERMS OF THE MOU

WITHDRAWAL. Any of the parties, in writing, may withdraw from the instrument at any time.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

COMMITMENT TO PARTNERSHIP.

1. The collaborative service area includes the Wilmington Metropolitan Statistical Area.
2. The partners agree to collaborate and provide in-kind support pursuant to the purpose of this agreement.
3. We, the undersigned, have read and agree with this MOU.

SIGNATORY FOR PENDER COUNTY



**George Brown, Chairman
Pender County
Board of Commissioners**

Date