

**CONSORTIUM MEMBERSHIP AGREEMENT
BETWEEN
COUNTY OF SUMMIT
AND**

11-441

NORTHEAST OHIO SUSTAINABLE COMMUNITIES CONSORTIUM, INC.

This Agreement is by and between the Northeast Ohio Sustainable Communities Consortium, Inc., an Ohio non-profit corporation, (or "Consortium"), and the County of Summit, an Ohio County duly organized under the laws of the State of Ohio and its Charter, (or "Member") and is made and entered into this ____ day of _____, 2011.

WITNESSETH:

Whereas, public, private and nonprofit sector institutions and leaders in Northeast Ohio have recognized it is essential to reach across boundaries and use our resources in a collaborative and mutually supportive manner to take strategic action for sustainable development; and

Whereas, in the late summer of 2010 many of the public and non-profit sector leaders who had been striving for a more comprehensive regional approach to planning and policy making found their ideas and aspirations corresponded very closely with the comprehensive planning grant program of the federal Interagency Council on Sustainable Communities and used their cumulative efforts and ideas to apply for a Sustainable Communities Planning grant; and

Whereas, in October 2010, a three-year grant of \$4.2 million was awarded by the United States Department of Housing and Urban Development ("HUD") to a consortium of local government and nonprofit organizations in Northeast Ohio through the Northeast Ohio Areawide Coordinating Agency ("NOACA") as formal applicant and fiscal agent; and

Whereas, an Ohio nonprofit corporation known as the Northeast Ohio Sustainable Communities Consortium, Inc. (Consortium) was organized to facilitate regional planning and create a community of practice among planners, governmental officials, nonprofit professionals and other interested citizens dedicated to making the region a better place for all of its citizens to live and work; and

Whereas, the parties recognize the success of this Sustainable Planning Program depends on the commitment of the Consortium members to devote their understanding, resources and personal participation to build the collaborative capacity of our region and develop a comprehensive strategy for our future; and

Whereas, the parties intend to offer themselves as a resource to one another in the development and execution of a sustainable communities plan with the conviction that the benefits to be derived from cooperation and collaboration will greatly exceed the individual efforts and resources they will expend individually; and

Whereas, the grant awarded by HUD requires a local match the consortium members have committed to provide through a variety of in-kind services, facilities and monetary contributions.

Now, therefore, in order to clarify their mutual commitments, articulate the content of their aspirations, establish a model for sustainable collaborative regional strategic planning, fulfill the spirit and letter of the comprehensive planning grant program and meet their commitment to provide the local funding match, and for the mutual promises and good and valuable consideration hereby given, each party agrees:

Commitments of Principle: Consortium members recognize the success of this Sustainable Planning Program depends on a commitment to devote their understanding, resources and personal participation to build the collaborative capacity of the region and develop a comprehensive strategy for its future. Therefore, the parties intend to offer themselves as a resource to one another in the development and execution of a sustainable communities plan with the conviction that the benefits to be derived from cooperation and collaboration will greatly exceed the individual efforts and resources they will expend. Each member of the Consortium hereby commits to:

- Offer itself as a resource to the sustainable communities planning process;
- Endeavor to increase the capacities of the institutions and individuals of our region to work together;
- Build a more collaborative approach to understand and plan for our region;
- Foster the attributes of cooperation, generosity, civility and honesty;
- Participate actively in the planning process by taking initiative to offer ideas, expertise, analysis and passion, and listen to the words and ideas of others with the intent of understand their purpose and the underlying meaning of their words;
- Value dialogue and suspend judgment long enough to learn from the perspective of others;
- Make best efforts to recruit individuals to serve on various Consortium committees and participate in community outreach events;
- Adopt an attitude of inclusion to encourage and accept the contributions of the broad constituency of institutions and citizens in the region;
- Act as an advocate of the Plan adopted by the Consortium both throughout Northeast Ohio and within the territory comprising the member's geographic territory;
- Abide by the Code of Regulations as adopted or amended by the membership in the Consortium.

Local Match Contributions: The grant awarded by HUD requires a local match. The original Consortium members had committed to provide the local match when the Sustainable Communities grant application was first submitted, when the structure of the Consortium was less formal. The Fund for our Economic Future provided a matching grant of up to \$0.5 million and the other consortium members pledged further between \$1.498 and \$2.045 million of in-kind commitments, \$69,000 from each Consortium member (other than the Fund for our Economic Future) for the three-year period of the grant (an average of \$23,000 per year). Consortium members are expected to be active participants in the planning process, and it is anticipated consortium members will be able to fulfill the in-kind commitments to this process, and exceed them, with planning, professional and administrative services and facilities they will contribute to the planning process.

The general rule for formal Consortium participation requires each participant to commit to an equal share of the local match. However, the Consortium recognizes some existing and prospective members may be unable or may become unable to make or fulfill the standard financial commitment. Therefore, in order to achieve the appropriate level of regional diversity and to minimize the risk of diminishing resources among Consortium members, the Executive Committee will be empowered to consider reduced levels of financial participation for those entities that demonstrate limited capacity to meet a proportionate level of the local match, so long as the overall Sustainable Communities local match is maintained. The specific anticipated contribution commitment of existing and prospective Consortium members are set forth in the contribution chart attached as Exhibit A. This chart is a working document that will be developed in more detail as each member's capacity to contribute is clarified.

County of Summit hereby commits to make its best good-faith effort to provide a proportionate share of the local match up to \$97,728 for the three-year period of the grant, which shall run from February 2, 2011 to January 31, 2014, (an average of \$30,077.15 per year) in in-kind contributions and services. Attached as Exhibit B is a more detailed description of the in-kind contribution County of Summit anticipated it would be able to provide and an estimate of its value. County of Summit also agrees to track its in-kind services and other contributions to this effort using the reporting methods prescribed by the Consortium and to supply monthly reports during the time of the grant. The County shall provide the in-kind services during the aforementioned three-year grant period of February 2, 2011 to January 31, 2014, and may also include in its in-kind required contribution any services provided from October 14, 2010 through the commencement of the grant period.

Section 3. Severability

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement unless agreed upon by the Member and the Consortium.

Section 4. Amendments

The Agreement may be amended only by written instrument signed by duly authorized representatives of the Member and the consortium.

IN WITNESS WHEREOF, the parties hereto have caused these premises to be duly executed as of the day and year first above written.

FOR COUNTY OF SUMMIT:

WITNESSES:

Russell M. Pry, Summit County Executive

FOR CONSORTIUM:

Dr. Stephen D. Hambley, Chair

**NORTHEAST OHIO SUSTAINABLE COMMUNITIES
 CONSORTIUM MEMBERSHIP AGREEMENT
 Exhibit A
 Consortium Membership* & Contribution List**

#	Members	Three-year Contribution	Description of Contribution
	MPOs/Areawide:		
1	AMATS		
2	Eastgate		
3	NOACA		
4	SCATS		
5	NEFCO		
	Counties:		
6	Ashtabula		
7	Cuyahoga		
8	Geauga		
9	Lake		
10	Lorain		
11	Mahoning		
12	Medina		
13	Portage		
14	Stark		
15	Summit	See Attached Exhibit B	See Attached Exhibit B
16	Trumbull		
17	Wayne		
	Cities:		
18	Akron		
19	Ashtabula		
20	Canton		
21	Cleveland		
22	Elyria		
23	Lorain		
24	Warren		
25	Wooster		
26	Youngstown		
	Universities:		
27	CSU		
28	KSU		
29	UA		
30	YSU		
31	Stark State		
	Housing:		
32	Akron		
33	Cuyahoga		

34	Lorain		
35	Stark		
36	Trumbull		
37	Youngstown		
	Entities by Representation:		
38	GCRTA		
39	Cleveland Metroparks		
40	Summit County Health District		
	Regional NGOs/Utilities		
41	FFEF		
42	RPI		
43	TeamNEO		
44	NEOTEC		
45	Dominion		
46	First Energy		
	Community:		
47	Summit County Health District		
48	Catholic Diocese of Youngstown		
49	NEO Comm. Dev. Alliance		
50	ACTION		
51	University Park Alliance		
52	NAACP Cleve		
53	Policy Bridge		
54	Natural History Museum		
55	UAW.		
56	Ohio Ag. R&D Center (Wooster)		
57	Akron Urban League		

*Existing (bold) and Proposed Members

NORTHEAST OHIO SUSTAINABLE COMMUNITIES
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 Exhibit B
 Description of Anticipated Member Contribution
 For
 (County of Summit)

1. Provide a detailed description of the in-kind planning, mapping and/or administrative services your entity may be able to provide to the Consortium as a contribution to the Northeast Ohio Sustainable Communities Planning grant process:

The County of Summit will provide in-kind staff support from multiple County employees with expertise in planning, housing and community development and provide staff for the workstream activities. The County will provide in-kind support through the Department of Community and Economic Development GIS services on an as-needed basis for mapping, census information, research and other tasks that arise.

2. Provide the names of those individuals in your organization who would be available and possess the competencies to make the contributions described above. Include the rate (listing direct and indirect rates) at which their services would be charged and the amount of their time that could be allocated to the functions listed above on a weekly or monthly basis:

Connie L Krauss, Director, board and workstream
\$51.68 (hr. direct) \$18.08 (hr. indirect) 5 hrs. per wk @ 52 wks. \$18,137.60

Erin Siebel, board and workstream
\$19.01 (hr. direct) \$6.65 (hr indirect) 5 hrs. per wk @ 52 wks. \$ 6,671.60

Nick Lautzenheiser, GIS mapping workstream
\$25.55 (hr. direct) \$8.94 (hr indirect) 2 hr. per wk @ 52 wks. \$ 3,586.95

Susan DeChant, workstream planning
\$26.52 (hr. direct) \$ 9.28 (hr indirect) as needed \$ 500.00

Holly Miller, affordable housing
21.00 (hr. direct) \$ 7.35 (hr indirect) as needed \$ 500.00

Patrick Bravo, workstream
\$ 40.92 (hr direct) \$ 14.32 (hr indirect) as needed \$ 681.00

\$30,077.15

3. Describe any facilities and/or material support your organization may be able to provide to the Consortium to support the Sustainable Communities Work Plan:

Conference and meeting room availability for planning meetings. GIS equipment, maps and plotter. There may be other ways the County can provide facilities support which will be determined by need.

4. Provide a total dollar value for your organizations 3-year commitment to the consortium, and briefly describe the means through which the commitment will be met (i.e., cash contribution, time/FTE commitment, meeting space):

The County committed to providing \$97,728 of in-kind support over the three years to be met in FTE staff support, travel and supplies.
