

North Jersey Sustainable Communities Consortium

Memorandum Of Understanding

Last Revised: 3/29/2012



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- I. **BACKGROUND:** In June 2009, the U.S. Department of Housing and Urban Development (HUD) joined with the U.S. Department of Transportation, and the Environmental Protection Agency to create an Interagency Partnership for Sustainable Communities. In the context of the federal partnership, HUD created the Sustainable Communities Regional Planning Grant Program in an effort to support metropolitan and multijurisdictional planning efforts that integrate housing, land use, economic and workforce development, transportation, infrastructure plans and to empower jurisdictions to consider the interdependent challenges of economic growth and revitalization, access to opportunity, public health, and environmental impact simultaneously.

In August 2011, in response to HUD's FY2011 Sustainable Communities Grant Program solicitation, the Edward J. Bloustein School for Planning and Public Policy at Rutgers University (Rutgers-Bloustein), the North Jersey Transportation Planning Authority (NJTPA), jurisdictions from throughout the NJTPA region, NJ TRANSIT, the NJ Office of Planning Advocacy (NJOPA), Housing and Community Development Network of New Jersey (HCDN-NJ), the Sustainability Institute/Sustainable Jersey at The College of New Jersey; NJ Future; NJ Regional Coalition (NJRC); PlanSmart NJ; and Regional Plan Association (RPA) submitted a collaborative grant application to create the North Jersey Sustainable Communities Consortium (Consortium). In November 2011, HUD notified the Consortium that its application had been selected for an award in the amount of \$5 million. As part of the application process, Consortium partners agreed to enter into a formal "consortium agreement" within 120 days of the effective date of the grant agreement. The effective date of the grant agreement is January 15, 2012.

- II. **PURPOSE OF THE CONSORTIUM:** The primary purpose of the Consortium shall be to provide a forum for obtaining input into the preparation of a Regional Plan for Sustainable Development ("RPSD") in accordance with the U.S. Department of Housing and Urban Development's Sustainable Communities Regional Planning Grant program and the HUD-approved grant application. With input from the public and interested parties from throughout the region, the plan will define what "sustainable community development" means in the planning region and identify ways to align existing plans, regulations, investments, and incentive programs at all levels of government to improve economic and environmental conditions while promoting resource efficiency. A second purpose of the Consortium will be to provide a coordinating framework for Consortium members to advance implementation of the RPSD once it is developed through both individual and collective actions.
- III. **PURPOSE & DURATION OF THIS MOU:** The purpose of this Memorandum of Understanding (MOU) is to provide a mutual understanding of the benefits and responsibilities of Consortium membership and to identify the processes and procedures that will govern the business of the Consortium. The signatory parties to this MOU will work cooperatively to prepare a RPSD for the 13-county North Jersey Transportation Planning Authority (NJTPA) region. This MOU shall serve as the "consortium agreement" required by HUD as part of the Sustainable Communities Regional Planning Grant Program and shall remain in force for the duration of the grant, which is expected to conclude on January 15, 2015.

- IV. AFFECT ON EXISTING LAWS, STATUTES, ORDINANCES AND REGULATIONS:** Nothing in this MOU shall be construed to supersede existing Federal laws and regulations; State statutes and regulations; county ordinances and regulations; or municipal ordinance and regulations, including but not limited to those pertaining to private property rights and due process protections. Any recommendations that may emerge from the planning process conducted as part of this grant shall be subject to the rules, processes and procedures that govern the adoption of laws, statutes, ordinances, regulations and plans at the Federal, State and local levels.
- V. REGION SERVED:** The boundaries of the Consortium region shall be coterminous with the 13-county NJTPA region which includes: Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union, and Warren Counties.
- VI. CONSORTIUM MEMBERSHIP AND JOINABILITY:** Membership in the Consortium shall be voluntary and open to any public jurisdiction, agency or authority; non-governmental organization; neighborhood association; community and faith-based organization; private business or company; or educational institution located in the region or serving the region subject to approval by the Consortium Executive Committee. Any party wishing to become a member of the Consortium may do so at any time by requesting membership. Decisions regarding Consortium membership requests will be based on criteria established by the Consortium Executive Committee upon adoption of the Consortium Bylaws. Membership shall become effective upon signature of this MOU.
- VII. CONSORTIUM STEERING COMMITTEE:** The following jurisdictions, agencies and organizations shall be eligible to become members of the Consortium Steering Committee:

Metropolitan Planning Organizations:

- North Jersey Transportation Planning Authority (NJTPA)

Public Jurisdictions:

- | | |
|-------------------------|--------------------|
| • Bergen County | • Middlesex County |
| • City of Elizabeth | • Morris County |
| • City of Newark | • Monmouth County |
| • City of New Brunswick | • Ocean County |
| • City of Jersey City | • Passaic County |
| • City of Paterson | • Somerset County |
| • Essex County | • Sussex County |
| • Hudson County | • Union County |
| • Hunterdon County | • Warren County |

Non-Governmental Organizations:

- Housing and Community Development Network of New Jersey (HCDN-NJ)
- New Jersey Future (NJ Future)
- New Jersey Regional Coalition (NJRC)
- PlanSmart NJ
- Regional Plan Association (RPA)

Educational Institutions:

- Edward J. Bloustein School for Planning and Public Policy at Rutgers University (Rutgers-Bloustein)
- The Institute for Sustainability/Sustainable Jersey at The College of New Jersey

State Agencies:

- New Jersey Office of Planning Advocacy (NJOPA)
- NJ TRANSIT

The initial composition of the Consortium Steering Committee shall include those jurisdictions, agencies and organizations that voluntarily sign this MOU by the time of the Steering Committee is first convened on or about June 15, 2012. Membership changes after the first meeting of the Steering Committee shall be in accordance with the Consortium Bylaws.

VIII. MEMBER BENEFITS AND RESPONSIBILITIES: The following benefits and responsibilities of membership shall apply:

A. General Members:

Benefits:

1. Opportunity to participate on one of the standing committees and/or partnership groups that will provide formal input into shaping the RPSD.
2. Access to technical assistance in a variety of subject areas.
3. Free or discounted registration to Consortium annual meeting/conference, workshops, webinars and other learning events sponsored by the Consortium.
4. Eligible to apply for Local Demonstration Project program which includes approximately \$2.5 million set-aside for implementation of locally-defined projects.
5. NGO members will be eligible to apply for “micro-grant” funding to support participation in the process to develop RPSD.
6. Eligible for “bonus points” and/or “preferred consideration” when applying for some Federal grant programs sponsored by HUD, USDOT, USEPA and other agencies.
7. Priority access to expertise and assistance provided by Federal agencies.

Responsibilities:

1. Work to advance the HUD-DOT-EPA Federal Partnership for Sustainable Communities “livability” principles as they may be applied in the region and the project goals to be established as part of the planning process (see Section XVI).
2. Participate in the Consortium by sitting on one or more of the Consortium’s standing committees and/or partnership groups if invited to do so by the Consortium Executive Committee.

3. Attend the Consortium's annual meeting/conference and at least two additional learning events sponsored by the Consortium each year.
4. Share plans, information and data if requested.
5. Respond to an annual survey that will help track implementation activity and identify "success stories" as part of annual progress review process.
6. Make a good faith effort to advance implementation of the RPSD, once developed, through the plans, policies, programs and investment decisions under their purview and within the constraints of available financial and other resources.

B. **Steering Committee Members:** In addition to the benefits and responsibilities of General Members, the following additional benefits and responsibilities shall apply to Steering Committee members:

Benefits:

1. County and City members shall receive a \$10,000 "start-up" grant to support their active participation in the process to develop the RPSD.
2. County and City members shall be eligible to apply for supplemental capacity grants to undertake outreach and planning activities within their jurisdiction in support of RPSD development and implementation.

Responsibilities:

1. Designate a primary representative and two alternates eligible to vote at Steering Committee meetings.
2. Attend Steering Committee meetings and Executive Committee meetings (if so seated) on a regular basis.
3. Serve on at least one of the Consortium's three standing committees and attend meeting on a regular basis.
4. Finalize and adopt Consortium By-laws.
5. Establish strategic direction and set priorities for the Consortium.
6. Work with the Project Team to define the structure of local capacity grant and local demonstration project programs.
7. Oversee process to develop regional plan.
8. Approve changes to Steering Committee and Executive Committee membership.
9. Resolve conflicts between members/implementation partners.
10. Serve as informed partner/advocate for the Consortium and help to recruit general members as appropriate.

- IX. CONSORTIUM PROJECT TEAM:** A core group of Consortium Steering Committee members will provide the organizational capacity and expertise necessary to execute the work plan for this grant. The project team shall include: Rutgers–Bloustein; NJTPA; HCDN-NJ, the Sustainability Institute/Sustainable Jersey@TCNJ; NJ Future; NJRC; PlanSmart NJ; RPA; NJ TRANSIT; and NJOPA.
- X. ADDITIONAL DUTIES AND RESPONSIBILITIES OF CONSORTIUM PROJECT TEAM MEMBERS:** In addition to fulfilling their responsibilities as members of the Steering Committee, Project Team members agree that they shall have the following additional duties and responsibilities:
1. Execute the HUD-approved Work Plan for the grant in accordance with the subcontract agreement entered into with Rutgers-Bloustein.
 2. Provide match/leverage funds and/or in-kind services as defined in grant application and HUD-approved budget for the grant.
 3. Participate in monthly project team meetings/conference calls.
 4. Prepare and submit quarterly progress reports documenting specific work activities undertaken, lessons learned during the reporting period, work planned for the next period, and any issues encountered that may impact completing work tasks in a timely manner.
 5. Prepare and submit quarterly financial reports documenting project-related costs, including reimbursable expenses, match and leverage cost-sharing (if applicable).
 6. Work cooperatively to seek supplemental funding from other sources to further leverage the work of the Consortium and completion of the grant work plan.
- XI. ADMINISTRATIVE AND FISCAL AGENT:** The parties to the MOU agree that Rutgers-Bloustein shall serve as the administrative and fiscal agent for the Consortium. In that capacity Rutgers-Bloustein will act as the liaison between the Consortium and HUD; and will work closely with the Consortium Steering Committee and/or its Executive Committee to oversee the day-to-day work of the Project Team and implementation of the overall work plan. Jon Carnegie, Executive Director of the Alan M. Voorhees Transportation Center at Rutgers-Bloustein (VTC), will serve as the Project Director. David Aimen, Assistant Director of Planning and Technical Assistance at VTC will serve as the Project Manager.
- XII. ACCOUNTABILITY:** All parties to this MOU are expected to meet the responsibilities listed in Sections VIII and X of the MOU as they may apply. Failure to meet these responsibilities, including failure to attend meetings of the Consortium Steering Committee, Executive Committee, standing committees and/or partnership groups (if so assigned) on a regular basis, may result in termination of Consortium membership, including any member benefits still due. Termination of Consortium membership shall be in accordance with the process and criteria established by the Consortium Executive Committee. Consortium Project Team members, jurisdictions that receive local capacity grant funds and non-governmental organizations that receive “micro-grant” funding will be subject to additional accountability provisions, including: specific requirements related to accounting practices and audit requirements; progress reporting; schedule for work product delivery; budget compliance and others as may be set forth in the Cooperative Agreement established by HUD and the subcontract agreements executed with Rutgers-Bloustein.

XIII. **CONSORTIUM MANAGEMENT STRUCTURE:** As shown in Figure 1, the management structure for the Consortium will include a Steering Committee and Executive Committee which will be the primary decision-making bodies of the Consortium. The Consortium will also have three standing committees, and six affiliated partnership groups that will serve in an advisory capacity to the Steering Committee and Executive Committee.



Figure 1: North Jersey Sustainable Communities Consortium Management Structure

The composition of the Consortium Steering Committee, Executive Committee, standing committees and partnership groups shall be as follows:

- A. **Consortium Steering Committee:** The Consortium Steering Committee shall be comprised of up to 35 voting members, including: one representative each from the region’s 13 counties (Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union and Warren); one representative each from the five core cities designated as Urban Centers by New Jersey’s State Planning Act (Elizabeth, Newark, New Brunswick, Jersey City, and Paterson); the executive director of NJTPA; one representative each from the NGO members of the Consortium Project Team; one representative each from NJ TRANSIT and NJOPA; one representative each from the three Standing Committees; and one representatives from five of the six affiliated partnership groups. The State Agency Partnership shall be represented on the Consortium Steering Committee by NJOPA. If any jurisdictions, agency or organization described herein fails to join the Consortium by signing this MOU, said seat shall remain vacant until such time as the entity initiates membership by signing the MOU.

Rutgers-Bloustein shall serve as Secretary and Chair of the Steering Committee and shall serve as a non-voting member unless any vote of the Steering Committee results in a tie. In this instance, Rutgers-Bloustein shall cast the tie-breaking vote.

- B. **Consortium Executive Committee:** The Consortium Executive Committee shall be comprised of up to 11 voting members including: the NJTPA executive director; one representative from the

City of Newark; one representative from the City of Jersey City; three county representatives appointed in a manner consistent with the Bylaws; one representative from NJ Office of Planning Advocacy; one representative from NJ TRANSIT; and one representative from each of the Consortium's three standing committees appointed in a manner consistent with the Consortium Bylaws.

Rutgers-Bloustein shall serve as Secretary and Chair of the Executive Committee and shall serve as a non-voting member unless any vote of the Executive Committee results in a tie. In this instance, Rutgers-Bloustein shall cast the tie-breaking vote.

- C. **Standing Committees:** The Consortium shall have three standing committees designed to help inform and steer key aspects of RPSD development and implementation. **The Consortium's three standing committees – *Livability and Environment, Economic Competitiveness and Workforce Development, and Society and Community* – will play a central role in the regional visioning, scenario development and strategy identification processes.** Each will have primary responsibilities for assessing conditions, defining goals and performance metrics, and identifying aggressive but realistic implementation strategies for the topic areas under their committee's purview. Each member of the Steering Committee will be assigned to one or more of the standing committees. Additional committee membership will be drawn from the pool of Consortium general members and other regional stakeholders as needed to provide sufficient subject matter expertise and a balance of perspectives related to the functional areas under the purview of the committees.

Participation on any of the three standing committees will be voluntary and by invitation of the Consortium Executive Committee and will be open to any public jurisdiction, agency, or authority; non-governmental organization, educational institution or private entity deemed appropriate by the Consortium Executive Committee. In the event an invitee is not already a member of the Consortium, every effort will be made to encourage said entity to join the Consortium by signing a Consortium MOU.

- D. **Affiliated Partnership Groups:** The Consortium shall have six affiliated partnership groups that serve in an advisory capacity to the Consortium Steering Committee, Executive Committee and three standing committees. The composition of these groups shall be as follows:
1. The Local District Council (LDC) Partnership will include representatives from each of the LDCs established in the region and other grass-roots advocacy groups, faith-based organizations and community-based partners.
 2. The State Agency Partnership will include representatives from NJDCA, NJDOT, NJ TRANSIT, NJDEP, NJOPA, NJ Department of Labor and Workforce Development (NJDOE), NJ Department of Health and Senior Services (NJDHSS), NJ Department of Education (NJDOE), NJ Housing and Mortgage Finance Agency (NJHMFA), NJ Redevelopment Authority (NJRA), and NJ Economic Development Authority (NJEDA), the NJ Highlands Council, the Meadowlands Commission and the Pinelands Commission and any other state agency or authority deemed appropriate by the Consortium Executive Committee.

3. The Private Business and Industry Partnership will include representatives from regional and local chambers of commerce, corporations representing key industry sectors, banks and other financial institutions, real estate developers and brokers and others deemed appropriate by the Consortium Executive Committee.
4. The Inter-Regional Partnership will include representative from the Regional Plan Association, the NY-CT Sustainable Communities Consortium, the Lehigh Valley Sustainable Communities Consortium, as well as representatives from the other MPOs in the New York, New Jersey, Pennsylvania, and Connecticut region, the Port Authority of New York and New Jersey and others deemed appropriate by the Consortium Executive Committee.
5. The Environmental Justice Communities Partnership will include representatives from environmental justice organizations, as well as from each municipality in the region that has a high proportion of the population that is affected by environmental justice issues if they choose to participate.
6. The Housing and Community Development Partnership will include representatives from municipal and county public housing authorities and agencies and non-governmental organizations whose primary mission is the development and/or management of affordable and workforce housing.

Participation on any of the partnership groups will be voluntary and by invitation of the Consortium Executive Committee and will be open to any public jurisdiction, agency, or authority; non-governmental organization or private entity deemed appropriate by the Consortium Executive Committee. In the event an invitee is not already a member of the Consortium, every effort will be made to encourage said entity to join the Consortium by signing a Consortium MOU.

XIV. CONSORTIUM DECISION-MAKING: The Consortium Steering Committee and its Executive Committee shall be the primary decision-making bodies of the Consortium. The Steering Committee and Executive Committee will function according to bylaws adopted at the first meeting of the Consortium Steering Committee. These bylaws, as they may from time to time be amended, shall be incorporated as part of this MOU by reference. A copy of the draft Bylaws is included as Attachment 1 to this MOU.

XV. PUBLIC ENGAGEMENT AND PROJECT TEAM WORK PLAN: The Consortium Project Team will develop and implement a broad-based and comprehensive public involvement plan designed to engage residents, businesses, local government officials and others from throughout the region in the process to develop and implement the RPSD. This process will include community outreach, written and visual materials and information accessible to populations with access and functional needs. The public involvement plan will ensure the participation of a wide range of individuals, including populations traditionally underrepresented in public planning processes, to ensure a diversity of viewpoints and perspectives are considered. An overview of the process to be undertaken to develop the RPSD and the work plan to be followed by the Project Team, including: a list of tasks and major activities to be completed; expected results from each task; and a list of progress measures and major milestones is provided as Attachment 2 of this MOU.

XVI. GUIDING PRINCIPLES AND PROJECT GOALS: The parties to this MOU agree to work collaboratively to advance the following six “livability” principles which were established by the HUD-DOT-EPA Federal Partnership for Sustainable Communities:

1. **Provide more transportation choices** to increase safety, accessibility, and reliability while reducing household transportation costs.
2. **Promote equitable, affordable housing** that expands location-and energy-efficient housing choices.
3. **Improve economic competitiveness of neighborhoods** by giving people reliable access to employment centers, educational opportunities, and other basic services.
4. **Target Federal funding toward existing communities** to increase community revitalization, maintain infrastructure & support local needs.
5. **Coordinate policies and leverage funding** to remove barriers to collaboration, leverage funding and increase the effectiveness of existing programs.
6. **Enhance the unique characteristics of all communities**, whether rural, suburban or urban.

The planning process to be undertaken as part of this grant will seek input from the public and other interested parties regarding how the principles can be best applied in the planning region.

The parties further agree to work collaboratively to identify and advance a comprehensive set of long-term regional planning goals. The process to identify these goals will include consideration of the preliminary goals articulated in the Consortium’s grant application, which included the following:

1. Strengthen the region’s economic base by growing jobs in key industry sectors and leveraging economic assets such as the region’s well-educated workforce, the port/airport complex and concentrations of employment in the region’s core cities.
2. Integrate economic and workforce development initiatives to support priority industry clusters.
3. Align existing plans, programs and regulations at all levels of government.
4. Improve transportation connections and choices to better link where people live with where they need to go.
5. Focus residential and employment growth in areas with existing infrastructure (including transit service) to reduce future costs at all levels of government.
6. **Consider equity issues throughout the planning and implementation process, including: access to opportunity (jobs, education, fresh food, etc.) for all the region’s residents as well as consideration of the benefits and burdens that accrue to areas prioritized for growth and those identified for more limited growth and preservation.**
7. Engage a broad spectrum of the public, businesses, local government officials and other interested parties to develop locally defined long-term planning goals for the region.

- XVII. RECORD KEEPING AND TRANSPARENCY:** Executed copies of this MOU will be kept on file at the Rutgers-Bloustein business office located at 33 Livingston Avenue, New Brunswick, NJ 08901. Consortium membership rosters will be kept current at all times and will be made available to the public via the North Jersey Sustainable Communities Consortium website. Documentation, including meeting notices, attendance records and meeting reports of all meetings of the Consortium, Consortium Steering Committee, Consortium Executive Committee, standing committees, and affiliated partnership groups will be made available to the public via the Consortium website within 45 days after the meetings are held.

- XVIII. WITHDRAWAL FROM THE CONSORTIUM:** Any member may, at any time, provide written notice to Rutgers-Bloustein of their intent to withdraw from the Consortium. This will result in the termination of any benefits due to the member unless the parties agree to the contrary under mutually acceptable terms.

- XIX. SIGNATURE:** This MOU shall become effective upon signature by a duly authorized representative of the entity wishing to become a member of the Consortium. By signing this MOU, the entity agrees to join the North Jersey Sustainable Communities Consortium and comply with the provisions of the MOU.

 Signature
 Name: _____

 Title: _____

 Organization: _____

 Date:

Please return signed MOU to:

Mr. Jon Carnegie, Executive Director
 Alan M. Voorhees Transportation Center
 Edward J. Bloustein School of Planning and Public Policy
 Rutgers, The State University of New Jersey
 33 Livingston Avenue
 New Brunswick, New Jersey 08901