

**RESOLUTION NO. 12162013-1**  
**A RESOLUTION OF THE NEW CASTLE COMMON COUNCIL**

WHEREAS, the New Castle Common Council by passing its Resolution No. 08052013-1 on August 5, 2013, authorized the City to participate with the communities of Anderson and Muncie in seeking a planning grant from the Economic Development Administration to address the future of manufacturing in those communities and more importantly to analyze the function of former automotive sites within those three cities; and,

WHEREAS, this Council authorized the expenditure of not more than \$50,000.00 to be utilized as its match along with like sums from Anderson and Muncie to obtain said grant as its local share; and,

WHEREAS, East Central Indiana Regional Planning District (ECIRPD) was authorized to be leader on such grant; and,

WHEREAS, the City of New Castle as received notification that said grant was received.

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NEW CASTLE that the attached Memorandum of Understanding is hereby approved and the City is directed to participate with Muncie and Anderson under the lead the ECIRPD and further partner with the New Castle Henry County Economic Development Corporation as set forth in the Memorandum of Understanding. This Council authorizes the Mayor of the City of New Castle to sign the Memorandum of Understanding for and on its behalf. The Council further directs the Mayor to do all those things necessary in order to obtain the best product possible in this effort so as to enhance and foster economic development and more specifically the manufacturing sector as set forth in the Memorandum of Understanding and attached Agreement for Services.

**REPEALER:** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**SEVERABILITY:** Any provision herein contained which is found by a court of competent jurisdiction to be unlawful or which by operation shall be inapplicable, shall be deemed omitted but the rest and remainder of this resolution, to the extent feasible, shall remain in full force and effect.

**EFFECTIVE DATE:** This resolution shall become effective immediately upon passage.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF NEW CASTLE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
Greg York, PRESIDING OFFICER  
COMMON COUNCIL, NEW CASTLE, IN

ATTEST:

\_\_\_\_\_  
CHRISTY YORK, CLERK-TREASURER

AYE

NAY

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APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
Greg York, Mayor  
City of New Castle, Indiana

**MEMORANDUM OF UNDERSTANDING**  
**ANDERSON – MUNCIE – NEW CASTLE ECONOMIC VISION AND MANUFACTURING STRATEGIC PLAN**

Participating Coalition Parties:

East Central Indiana Regional Planning District, Inc. (ECIRPD)  
City of Muncie, Indiana  
City of Anderson, Indiana  
City of New Castle, Indiana  
New Castle Henry County Economic Development Corporation (NHCEDC)

WHEREAS the above five Coalition parties have jointly applied as co-applicants for a \$150,000 U.S. Economic Development Administration grant for developing an Economic Vision and Manufacturing Strategic Plan (aka “the Strategic Plan”) (the Work Plan for the Strategic Plan is included as an attachment to this MOU);

AND WHEREAS each party is contributing matching funds / in-kind resources toward the grant, as follows:

- ECIRPD: \$20,000 in in-kind time and travel costs
- City of Muncie: \$30,000 in cash match
- City of Anderson, Indiana: \$20,000 in in-kind time and travel and \$30,000 in cash match
- City of New Castle, Indiana: \$40,000 in cash match
- NHCEDC: \$10,000 in in-kind time and travel costs

THEREFORE, the Coalition partners agree in this MOU to their respective roles and responsibilities for undertaking the Strategic Plan.

**1. Purpose**

This MOU identifies the roles of the participating Coalition members in working together to most effectively to implement the Strategic Plan, if and when the USED A grant funds are officially granted.

**2. Roles and Responsibilities**

1. Project Management Team (PMT): Each Coalition member will appoint at least one representative to participate in the Project Management Team which will oversee the planning process. Further details about the purpose and frequency of meetings can be found in the attached Work Plan. The following are roles and responsibilities of PMT members.

- a. Consultant Team Selection: PMT members will agree upon and undertake consultant selection process consistent with each parties' procurement processes as well as that of the USED A.
  - b. Steering Committee: PMT members will identify and recruit participation from community and regional leaders to serve on the project Steering Committee.
  - c. Stakeholder and Public Outreach: At key junctures in the planning process, PMT members will identify and reach out to a wide variety of stakeholder groups and the public as a whole whose input will be critical to the planning process.
  - d. Data / information collection: PMT members will each collect the relevant data/information requested by the consulting team currently managed by each coalition team member.
  - e. Decision making: PMT members will develop an agreed-upon method for consensus-based decision making and conflict resolution.
2. East Central Indiana Regional Planning District, Inc. (ECIRPD) Roles: The Coalition members have each designated the ECIRPD as the primary contact between the Coalition and the EDA. Additionally, the grant application proposed that the ECIRPD play the primary project and grant management role for the project. As such, the following are key responsibilities of ECIRPD:
- a. PMT Chair: Brad Bookout, ECIRPD Project Manager, will serve as the overall Project Manager for the project and in this role will chair the Project Management Team. In this role, Mr. Bookout will work to ensure the Coalition members are working cooperatively to implement the Work Plan in a timely manner. He will act as the primary point of contact with USED A as well as with the selected consultant team.
  - b. Meeting Preparation: ECIRPD will take the leading role in preparing for meetings held as part of the Work Plan (including PMT, Steering Committee, stakeholder, and public meetings), including printing meeting materials and draft and final deliverables and distributing meeting notices.
  - c. Grant Administration: ECIRPD will undertake all grant administration responsibilities, ensuring that the Coalition meets all of its obligations to EDA and seeking Coalition members' support in order to achieve that objective.

### 3. Effective Date

The effective date of this MOU is September 1, 2013

4. Execution

\_\_\_\_\_  
Brad Bookout  
ECIRPD Project Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Mayor Dennis Tyler  
City of Muncie, Indiana

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Cory Murphy  
New Castle-Henry County Economic  
Development Corporation

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Mayor Kevin Smith  
City of Anderson, Indiana

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Mayor Greg York  
City of New Castle, Indiana

\_\_\_\_\_  
(Date)



**Vandewalle & Associates**  
INCORPORATED

December 1, 2013

**Agreement for Services**

THIS AGREEMENT is made and entered into by and between the "Client" the East Central Indiana Regional Planning District, Inc. (ECIRPD), Muncie, Indiana, and VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the "Project" is defined as assisting the Client and with preparation of the Economic Vision and Manufacturing Strategic Plan for the Muncie-Anderson-New Castle region.

**Article I Scope of Work**

- A. VANDEWALLE & ASSOCIATES agrees to provide Services as outlined in Attachment Two: Scope of Services for the Muncie-Anderson-New Castle Economic Vision and Manufacturing Strategic Plan.
- B. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

**Article II Client's Responsibilities**

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.

120 East Lakeside Street • Madison, Wisconsin 53715 • 608 255-3988 • 608 255-0814 Fax  
611 North Broadway • Suite 410 • Milwaukee, Wisconsin 53202 • 414 441-2001 • 414 732-2035 Fax  
va@vandewalle.com

Shaping places, shaping change

- B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Brad Bookout, Project Manager
- C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name	Title

- D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lie solely with Client and the vendor or supplier of that hardware or software.
- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

### Article III Estimated Schedule

- A. Services in this Agreement shall commence from December 1, 2013, and be in effect through December 31, 2014, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

### Article IV Costs and Payment

- A. All work will be completed on a time and materials basis with the budget for the Project not to exceed \$249,164. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).
- B. Invoice charges to the Client consist of (1) Professional Fees rendered at current billing rates as listed in Attachment One; and (2) Reimbursable Expenses billed at cost multiplied by 1.1, excepting some in-house charges and travel.
- C. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

### Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.



- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

## **Article VI Dispute Resolution**

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

## **Article VII Intellectual Property; Confidentiality**

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.

- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

#### Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. The parties acknowledge that society has become more and more litigious over the years. Despite having done everything right and fulfilling its obligations under this Agreement, VANDEWALLE & ASSOCIATES may be brought into a lawsuit or other action regarding the Project or other activities of the Client. To avoid VANDEWALLE & ASSOCIATES from incurring significant financial obligations when it has properly performed under this Agreement, Client agrees to indemnify, defend and hold VANDEWALLE & ASSOCIATES, its agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including

reasonable attorneys' fees), arising out of the Project or the performance or non-performance of obligations under this Agreement, except to the extent the same are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.

- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.
- G. In order for VANDEWALLE & ASSOCIATES' to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement, regardless of the basis of the claim. VANDEWALLE & ASSOCIATES' aggregate liability (including attorneys' fees) to Client shall not exceed the amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

East Central Indiana Regional Planning District, Inc.

By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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VANDEWALLE & ASSOCIATES

ECIRPD / *Economic Vision and Manufacturing Strategic Plan*

December 1, 2013

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Printed Name

Title

VANDEWALLE & ASSOCIATES, INC.

By: *Brian Vandewalle (M.A.)*

*12/3/13*

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Brian Vandewalle, President

Date

**ATTACHMENT ONE**  
**FEE SCHEDULE**

	<u>Hourly Rates</u>
Company President	\$195 to \$250
Principal	\$120 to \$220
Associate	\$70 to \$120
Assistant	\$65 to \$80
GIS Analyst/Cartographer	\$65 to \$80
Communications Specialist	\$60 to \$85
Project Assistant	\$35 to \$65

## **ATTACHMENT TWO: SCOPE OF SERVICES FOR THE ECONOMIC VISION AND MANUFACTURING STRATEGIC PLAN**

### **Phase 1: Assets and Economic Opportunities Analysis (Months 1 – 3)**

This Phase sets the stage for identifying the most viable initiatives for re-invigorating the 3-county regional manufacturing sector. Phase One begins with an assessment of regional economic, human, and physical assets, followed by identification of opportunities for repositioning the regional economy in areas such as emerging economies, innovation capacity, education and training, and quality of life.

#### **1.1 Project Management Plan**

The Project Management Plan ensures a clear project management and communication process and identifies the leadership needed for the plan to gain traction and be implemented successfully. The plan will be presented in a flowchart format to identify significant players and critical pathways for undertaking this project. The plan will identify and build strategies around appropriate individuals and groups who can ultimately take ownership of, and advance the outcomes of the project upon completion.

#### **1.2 Assets Analysis**

In 2009 - 2010, the East Central Indiana Regional Planning District (ECIRPD) convened a group of nine counties to undertake a comprehensive regional asset analysis. The study considered a diverse array of assets and ultimately identified economic cluster targets for the region based on this analysis. This task will strategically build upon this 2010 study for the purposes of this Anderson-Muncie-New Castle Economic Vision and Manufacturing Strategic Plan. The Assets Analysis will first entail an updated review of regional, industry, technology, and global economic trends to identify potential asset categories that had not yet been considered. This analysis will also provide a clearer picture of the assets in place to support a strong industrial ecosystem, including university and private sector research and industry networks. The Analysis will then be presented in a series of compelling graphics and maps including both the 2010 data as well as newly identified assets that can clearly communicate not only what assets exist, but

how they relate to each other in the context of geographic, economic, political, and natural resource landscapes and boundaries.

### 1.3 Opportunities Analysis

The Opportunities Analysis provides the “big picture” ideas for making the regional industrial ecosystem more competitive. These opportunities emerge by overlaying regional and community assets with technology futures, global trends, and untapped potentials of the region. The 2010 9-county Asset Analysis identified several economic cluster targets including metals and machinery, food and agricultural products processing, and clean energy. This Opportunities Analysis will investigate these and other opportunities focusing on those with the potential to have the greatest impact on repositioning the area’s manufacturing sector. The analysis will include both research as well as meetings with regional thought leaders from business, government, and education to discuss the identified emerging opportunities. Ultimately, this task will help identify more precisely and strategically how the Anderson-Muncie-New Castle region could best advance its manufacturing cluster opportunities.

In addition to a refined and updated analysis of economic cluster opportunities, this task will also identify opportunities for building the foundations of a strong regional economy including training workforce and leadership, recruiting top talent, supporting entrepreneurship and innovation, uniting regional economic development efforts, and strengthening the quality of life offered in these communities.

### 1.4 Project Management Team

This Phase convenes the Project Management Team, beginning with a kick-off meeting to carefully review the project work plan, ensuring the project will be successfully completed on time with meaningful participation by regional stakeholders and thought leaders. The PMT will be composed of economic development staff from each of the three coalition communities as well as other key regional representatives. During this phase, the Project Management Team will hold up to four meetings to oversee the Assets and Opportunities Analysis processes.

V&A’s role in PMT meetings will be to prepare agendas and to facilitate PMT meetings.

### 1.5 Steering Committee Presentation

The PMT will organize a meeting of the project Steering Committee to present the Assets and Opportunities Analysis. The Steering Committee will include high-level public and private-sector leaders to lead the major decision-making required to advance this project. In this phase, the Steering Committee will provide feedback on the Assets and Opportunities Analyses and suggest additional directions for opportunities to explore.

V&A's role in Steering Committee meetings will be to prepare agendas and to facilitate Steering Committee meetings.

**Deliverables:** Project Management Plan; Assets and Opportunities Report and a PowerPoint presentation with accompanying script (for presentations in this phase and in the future to regional stakeholder groups). These deliverables will be provided by V&A to ECIRPD in electronic format for distribution to PMT and Steering Committee members.

### Phase 2: Economic Vision and Manufacturing Strategic Plan (Months 3 – 6)

Phase 1 of this project produces a compelling articulation of the Anderson-Muncie-New Castle region's most strategic opportunities for repositioning its manufacturing sector and overall economic foundation. In Phase 2, the project team will establish an overarching regional economic vision to align many relevant efforts around a unified direction, strategic opportunities, and catalytic projects. This Vision will be accompanied by a Manufacturing Strategic Plan that focuses on key activities in the near-term for repositioning the region's manufacturing sector as well as the economic foundations critical for success.

#### 2.1 Develop Regional Economic Vision

This task will build an overarching vision for the regional economy, advancing the economic opportunities identified in Phase 1 toward building a more innovative and sustainable manufacturing sector. The Vision will be presented in a summary document accompanied by a PowerPoint presentation of compelling graphics so it can be communicated easily to many stakeholder groups. The Economic Vision will concentrate on three primary areas:



- Economic cluster opportunities: honing in on the clusters with the greatest potential for accelerating near-term growth in manufacturing in the context of long-term opportunity
- Innovation capacity, education, and workforce: focusing on the role of private sector settings
- Place building: identifying a vision for strategic community and regional reinvestment that helps the region to attract and retain talent needed for innovation

## 2.2 Coalesce Partners, Build Support, and Generate Momentum

Advancing a broad economic vision for the region will require a high level of effort to bring stakeholders and partners into the discussion, unite them behind the effort, and create support for the Vision. This task will involve identifying key individuals and organizations to engage, strategies to reach out to specific vested interests, and tools to generate broad-based support and buy-in to the Vision. Specific groups to be targeted may include higher education, business leaders in target industries, and government officials.

## 2.3 Develop Manufacturing Strategic Plan

With an Economic Vision in place, along with key stakeholders and leaders that can help move it forward, this task develops a detailed Manufacturing Strategic Plan for the Anderson-Muncie-New Castle region. The Plan will continue from the Economic Vision by developing a plan with a five-year time horizon organized around economic cluster opportunities, innovation/education/workforce, and place building. In addition to identifying activities to be undertaken at a regional scale, the Plan will also ensure that its recommendations can be integrated with existing economic and community development initiatives in each of the partner communities.

The Manufacturing Strategic Plan will identify roles of all key implementation partners, collectively and individually. This kind of coordinated regional effort among Anderson, Muncie, and New Castle and key stakeholder regional groups is not currently in place and is greatly needed for the success of this project.

In addition to a five-year implementation time horizon, the Manufacturing Strategic Plan will focus in on near-term catalytic projects in each of the three categories: economic cluster opportunities, innovation/education/workforce, and place building. Initial projects will be ones that:

- Demonstrate the greatest promise for strengthening manufacturing opportunities in the regional economy both in the near- and long-term
- Build on demonstrated success and momentum
- Garner the most wide-spread support among implementation partners

By focusing together on these initial projects, the regional team can most effectively focus its efforts, build momentum, and demonstrate visible outcomes from the Economic Vision and Strategic Plan. With this Plan and regional partnerships in place, the Anderson-Muncie-New Castle Coalition will be able to strengthen the local industrial ecosystem over the long-term.

#### 2.4 Project Management Team

During this Phase, the Project Management Team will hold up to four meetings to provide input on the Economic Vision and Manufacturing Strategic Plan. V&A's role in PMT meetings will be to prepare agendas and to facilitate PMT meetings.

#### 2.5 Steering Committee Meetings

The PMT will organize two meetings of the project Steering Committee, each focused on one of the major components of this phase. The Steering Committee will react to and guide both elements and to suggest additional directions to explore. In the second meeting, the Steering Committee will take a leading role in prioritizing the initial Catalyst Projects to pursue.

V&A's role in Steering Committee meetings will be to prepare agendas and to facilitate Steering Committee meetings.

Phase 2 Deliverables: Economic Vision and Manufacturing Strategic Plan documents and accompanying PowerPoint presentation and script. These deliverables will be provided by V&A to ECIRPD in electronic format for distribution to PMT and Steering Committee members.

### **Phase 3: Catalyst Projects Plan (Months 7 – 9)**

With the Economic Vision and Manufacturing Strategic Plan in place, the Project Management Team will be ready to hit the ground running to advance its first catalyst projects for repositioning the region for reinvestment and innovation in manufacturing. These initial catalyst projects will advance the three core elements of the Strategic Plan: economic clusters, innovation/education/workforce, and place building. To achieve greatest impact, the catalyst projects will be interconnected: the education/training element will advance a target economic cluster and the place-building component will focus on physical infrastructure that bolsters the success of this cluster/workforce effort. This phase puts a more detailed blueprint in place for the regional team to use to implement the catalyst projects.

#### **3.1 Project Opportunity White Papers**

This task begins with a more in-depth, data-driven analysis to more fully define the catalyst projects. Specifically, this step will entail:

- Economic Cluster Development: analyze regional/national/global growth trends, business formation, location quotients, and innovation capacity of the cluster. Investigate supply chain relationships within the cluster and the roles of existing companies in supporting its future growth.
- Innovation / Education / Training: uncover the regional capabilities and unmet needs for achieving the goals of the first catalyst project. Consider all relevant education/training/innovation assets and players from pre-K through higher education to workforce training.
- Place Building: more fully define the infrastructure / investment projects, aligning the goals for manufacturing reinvestment with community goals for redevelopment and reinvestment. Catalyst infrastructure projects are those that will have the greatest near-term ability to reposition the regional manufacturing ecosystem, such as critical transportation infrastructure or reuse strategies for highly visible brownfields left behind from auto factory closures.

Based on this deeper definition of these inter-connected projects, a 5-10 page white paper will be prepared for each of the catalyst projects that outline an informative and defensible analysis to build the case to regional corporate, government, and educational leadership to help with implementation. Each white paper will communicate the project opportunity, partners, and next implementation steps. The white paper will be accompanied by a series of presentation slides that present the findings using compelling maps, charts, and data for the Project Management Team's use in engaging stakeholders.

### 3.2 Align Partners, Define Roles, and Communicate Strengths

In this task, the Project Management Team and the high-level leadership in place through the Steering Committee will bring partners to the table to present the project opportunities, as outlined in the white papers. The outcome of these discussions will be commitments of involvement and resources from the key partners needed to advance the project.

### 3.3 Catalyst Project Plans

With the critical partnerships in place and a refined vision of the catalyst projects after these stakeholder discussions, this task will involve development of detailed Implementation Plans. Each plan will include:

- Detailed project definition, refined from the white paper.  
More specifically:
  - For Economic Cluster Advancement: detailed strategies for supporting development of the first focus economic cluster, including plans to promote exports, facilitate business-to-business connections, strengthen supply chains, and support the role of small and medium sized firms in the cluster
  - For Innovation/Education/Training: strategic plan identifying role of education and training in cluster advancement
  - For Place Building: initial design concepts/considerations for specific catalyst infrastructure project(s)

- A financial plan / funding strategy to implement each project in both its start-up (2 years) and operating phases (3-5 years). This strategy will identify how the project best aligns with specific local, state, and federal funding opportunities including Phase 2 of the Investing in Manufacturing Communities Partnership program. The funding strategy will identify the most viable sources of public and private investment to match a future IMCP Phase 2 grant proposal as well as other funding proposals.
- An identification of partner roles and resources
- An implementation timeline

### 3.4 Project Management Team

During this Phase, the Project Management Team will hold up to four meetings to advance the Catalyst Project Plans. V&A's role in PMT meetings will be to prepare agendas and to facilitate PMT meetings.

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### 3.5 Steering Committee Meetings

LOCAL STEERING COMMITTEE

The PMT will organize two meetings of the project Steering Committee to oversee the engagement of partners and stakeholders and the development of the Catalyst Project Plans. V&A's role in Steering Committee meetings will be to prepare agendas and to facilitate Steering Committee meetings.

Phase 3 Deliverables: Project Opportunity White Papers and Catalyst Project Plans. These deliverables will be provided by V&A to ECIRPD in electronic format for distribution to PMT and Steering Committee members.

VANDEWALLE & ASSOCIATES will adhere U.S. Economic Development Administration grant contract provisions when applicable (Appendix A to Part 14 Contract Provision is attached).

#### APPENDIX A TO PART 14—CONTRACT PROVISIONS

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:

1. *Equal Employment Opportunity*—All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. *Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)*—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the DoC operating unit.

3. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)*—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the DoC operating unit.

4. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)*—Where applicable, all contracts awarded by recipients exceeding \$100,000 for construction contracts and for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. *Rights to Inventions Made Under a Contract or Agreement*—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended*—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the DoC operating unit and the Regional Office of the Environmental Protection Agency (EPA).

7. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*—Contractors who apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. *Debarment and Suspension (E.O.s 12549 and 12689)*—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" as implemented by DoC regulations at 15 CFR part 26. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.