

**MEMORANDUM OF AGREEMENT BY AND BETWEEN THE
CITY OF KANSAS CITY, MISSOURI
AND
JACKSON COUNTY, MISSOURI
AND
THE LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI**

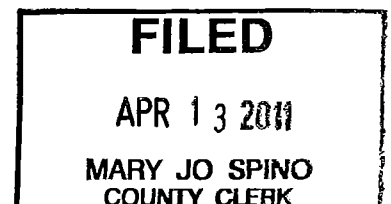
This Memorandum of Agreement (Agreement or MOA) is entered into on the 1st day of February, 2011 by and between THE CITY OF KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as "CITY"; JACKSON COUNTY, MISSOURI, hereinafter referred to as "COUNTY"; and the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, hereinafter referred to as "LCRA". This Agreement documents the roles and responsibilities of the various parties involved in the Assessment Coalition with regard to the Kansas City Brownfield Coalition Assessment Project.

RECITALS

WHEREAS, the parties hereto each have the authority to enter into a cooperative agreement pursuant to Article VI, Section 16, of the Missouri Constitution of 1945, Section 70.210, et seq., RSMo., and Sections 99.420 and 99.580, RSMo., and the City Charter of the City of Kansas City, Missouri; and

WHEREAS, nothing contained herein shall be construed to be a delegation of, limitation of, or restriction on the LCRA's power or responsibility set forth in Section 99.420, RSMo.; and

WHEREAS, on October 16, 2009, a proposal for a Brownfields Coalition Assessment Grant in the amount of \$1,000,000.00, hereinafter "Proposal", was submitted to the U.S. Environmental Protection Agency (EPA) by CITY; and



WHEREAS, if the Proposal is selected by EPA for a grant award, EPA and CITY will enter into a federal grant cooperative agreement, hereinafter “Cooperative Agreement” to fund the Coalition (as defined below) and its activities.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

1. The CITY, JACKSON COUNTY and LCRA, as the “Coalition Members”, hereby agree to enter into the Kansas City Brownfields Assessment Coalition, hereinafter “Coalition”, in accordance with the terms and conditions of this Agreement, for the purpose of implementing a Brownfields Assessment Coalition Grant funded by a Cooperative Agreement with EPA. The CITY shall act as the “Lead Coalition Member” of the Coalition.

2. Activities funded through the Coalition may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, outreach materials and implementation, and other eligible activities and programmatic costs as allowed by EPA guidance for brownfield assessment grants (“Coalition Activities”).

3. It shall be an objective of the Coalition that the amount of Coalition Activities funded, the number of sites and projects assisted by the Coalition, and the overall pool of Coalition resources shall be equitably distributed among the Coalition members, and shall be equitably distributed across the geographical area of the Coalition program boundaries, to the extent practicable and consistent with the Cooperative Agreement and the goals, objectives and tasks of the Work Plan (as defined below).

Lead Coalition Member Responsibilities

4. CITY is responsible to EPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the Coalition are in compliance with the terms and conditions of the Cooperative Agreement.

5. It is the responsibility of CITY to provide timely information to the other Coalition Members regarding the management of the Cooperative Agreement and any changes that may be made to the Cooperative Agreement over the period of performance. If any changes or amendments to the Cooperative Agreement alter the responsibilities of the Coalition Members, either individually or collectively, under this Agreement, then this Agreement shall be amended to reflect such changes, subject to the approval of each of the Coalition Members, which approval shall not be unreasonably withheld, conditioned or delayed.

6. CITY shall administer the Cooperative Agreement with EPA and ensure compliance with all terms and conditions of such agreement. A copy of the Cooperative Agreement is attached to this Agreement as Attachment 1. CITY shall develop a “Work Plan”, which shall include a Budget and Schedule, acceptable to the Coalition Members and consistent with the Cooperative Agreement. A copy of the current draft Work Plan was circulated to all Coalition Members for review and comment and is attached to this Agreement as Attachment 2.

7. CITY and the other Coalition Members will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of six (6) sites are assessed over the life of the Cooperative Agreement. This process shall be developed and administered by a new or existing public body that includes representation of the Coalition Members as follows: one representative of CITY shall be appointed by the Mayor of Kansas City, Missouri; one representative of JACKSON COUNTY shall be appointed by the County Executive; and, one representative of LCRA shall be appointed by the Board of Commissioners of LCRA.

8. There shall be assessed a minimum of two (2) sites selected by CITY, a minimum of two (2) sites selected by JACKSON COUNTY, and a minimum of two (2) sites selected by LCRA, provided that no single site, or group of properties treated as a single site, will utilize a total of more than \$150,000 of the Coalition grant resources without the express written agreement of all Coalition Members. Additional sites identified by Coalition Members may be selected for assessment, funds permitting. All sites shall be selected according to a process agreed upon by all Coalition Members that includes public participation and strives to ensure an equitable distribution of funds across all Coalition Members' jurisdictions. Selected sites will be submitted to EPA for prior approval to ensure eligibility.

9. Upon designation of the specific sites, it will be the responsibility of CITY to work with the Coalition Member in whose geographic area the site is located to finalize the scope of work for the consultant or contractor. It will be the responsibility of such Coalition Member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If this Coalition Member does not have the capacity to perform these activities, CITY may assist in securing necessary site access agreements and permits.

10. CITY may utilize up to 10 percent of the Coalition grant resources for eligible, reasonable and necessary programmatic costs associated with administration of the Coalition Activities and ensuring compliance with the Cooperative Agreement, including community outreach and information, progress reporting, and financial reporting and recordkeeping.

11. CITY may retain consultants and contractors under 40 CFR 30.36 to undertake various activities funded through the Cooperative Agreement and may award subgrants to other Coalition Members under 40 CFR 31.37 for assessment projects in their geographic areas. Subgrantees are accountable to CITY for proper expenditure of funds.

12. CITY may procure qualified professional consultant services in compliance with 40 CFR 31.36 requirements and applicable administrative regulations of CITY. The CITY may issue Requests for Proposals, Requests for Qualifications, or utilize other appropriate solicitation methods, and will be the entity responsible for the selection and award of contracts. CITY must obtain the consent of all Coalition Members in making selections of consultants and contractors and negotiating the terms of agreements, which consent shall not be unreasonably withheld, conditioned or delayed. If the consent of all Coalition Members is not possible, the decision of a majority of Coalition Members regarding the procurement shall prevail. Notwithstanding, CITY shall not make awards or enter into agreements for services if the Coalition Member that requested the site project or activity for which consultant services are procured is not satisfied with the proposed award or agreement. The objecting Coalition Member may reject the proposed award or agreement, or reject the proposals and request another solicitation, provided that the Coalition Member shall not unreasonably reject a proposed award, agreement or set of proposals, and shall work in good faith with CITY to resolve its objections and ensure the successful procurement of services in a timely manner.

13. CITY is responsible for ensuring that other activities as negotiated in the Work Plan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by CITY and the Coalition Member in whose geographic area the site to be assessed is located.

Coalition Members Responsibilities

1. LCRA and JACKSON COUNTY shall ensure representatives of each are duly appointed and participate in all meeting and activities of the Coalition.

2. LCRA and JACKSON COUNTY shall comply with all terms and conditions of the

Cooperative Agreement, Work Plan, Budget and Schedule that are applicable to the Coalition Members, including applicable laws, regulations, executive orders and policies made applicable by the Cooperative Agreement.

3. LCRA and JACKSON COUNTY shall not expend or obligate any funds of CITY or the Cooperative Agreement for Coalition sites, projects or other purposes, or enter into any agreement to expend or obligate such funds.

4. LCRA and JACKSON COUNTY shall provide all Coalition Members access to properties, documents, reports and information, as allowed by law, within their control or possession concerning the activities of the Coalition.

5. LCRA and JACKSON COUNTY shall provide all Coalition Members such other reasonable non-monetary assistance, as necessary, to ensure compliance with the terms and conditions of the Cooperative Agreement.

6. LCRA and JACKSON COUNTY shall designate and authorize a representative to participate on their behalf in the Coalition and Coalition related activities. The contact information for the authorized representatives of the Coalition is as follows:

Jackson County, Missouri
Robbie Makinen
Director, Economic Development
415 E. 12th Street
Kansas City, MO 64106
(816) 881-3333
rmakinen@jacksongov.org

and

Land Clearance for Redevelopment Authority of Kansas City, Missouri
Joe Egan
Executive Director
1100 Walnut, Suite 1700
Kansas City, MO 64105
(816) 691-2113
jegan@edcke.com

Miscellaneous

1. The provisions of this Agreement are severable. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable to any extent, then the remaining provisions of this Agreement, and the portion of the offending provision (or any application thereof) which is not invalid, illegal or unenforceable shall remain in full force and effect.

2. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all which together shall constitute but one and the same instrument.

3. The Recitals are incorporated into this Agreement and shall be binding upon the parties as if fully set forth in this Agreement.

SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

APPROVED AS TO FORM & LEGALITY:

By: *[Signature]*
Assistant City Attorney

ATTEST:

**CITY OF KANSAS CITY, MISSOURI
CITY DEVELOPMENT DEPARTMENT**
A Constitutionally Chartered Municipal
Corporation of the State of Missouri

By: *Vickie Thompson-Carr*
Vickie Thompson, City Clerk
Carr

By: *[Signature]*
Tom Coyle, AICP
Director, City Planning & Development Department

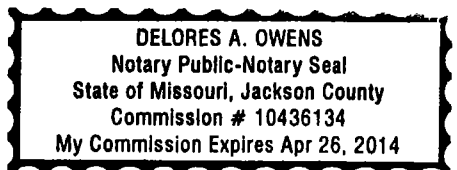
State of Missouri)
)ss
County of Jackson)

BE IT REMEMBERED, that on this 5th day of April, 2011, before me, the undersigned, a notary public in and for the county and state aforesaid, came **TOM COYLE, Director, City Planning & Development Department**, of Kansas City, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and, **Vickie Thompson, City Clerk**, of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Delores A. Owens
Notary Public

My commission expires: April 26, 2014



ATTEST:

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI

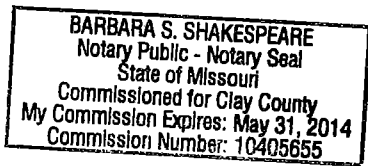
By: *Joseph F. Egan*
Name: Joseph F. Egan
Title: Secretary

By: *R. Michael Duffy*
Name: R. Michael Duffy
Title: Chairman

State of Missouri)
)ss
County of Jackson)

BE IT REMEMBERED, that on the 1st day of April, 2011, before me, the undersigned notary public in and for the county and state aforesaid, came **MICHAEL DUFFY** to me personally known, who being by me duly sworn did say that he is the **CHAIRMAN** of **Land Clearance for Redevelopment Authority of Kansas City, Missouri**, a Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board and said **MICHAEL DUFFY** acknowledged said instrument to be the free act and deed of said corporation.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Barbara S. Shakespeare
Notary Public

My commission expires: 5/31/14

Attachment 1
Cooperative Agreement

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	ASSISTANCE ID NO.			DATE OF AWARD 09/30/2010
		PRG	DOC ID	AMEND#	
		BF - 97722301	- 0		
		TYPE OF ACTION New			MAILING DATE 10/07/2010
PAYMENT METHOD: ACH			ACH# 70779		

RECIPIENT TYPE: Municipal	Send Payment Request to: U.S. Environmental Protection Agency-Las Vegas Finance Center P.O. Box 98515, Las Vegas, NV 89193-8515 Contact: 702-798-2411, Fax: 702-798-2423
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RECIPIENT: City of Kansas City Missouri 414 E. 12th Street Kansas City, MO 64106 EIN: 44-6000201	PAYEE: City of Kansas City Missouri 414 E. 12th Street Kansas City, MO 64106
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PROJECT MANAGER Andrew J. Bracker 414 E. 12th Street Kansas City, MO 64106 E-Mail: andrew_bracker@kcmo.org Phone: 816-513-3002	EPA PROJECT OFFICER Susan Klein 901 North Fifth Street, SUPR/STAR Kansas City, KS 66101 E-Mail: Klein.Susan@epamail.epa.gov Phone: 913-551-7786	EPA GRANT SPECIALIST Marc Kingston Grants Management Office, PLMG/RFMB/GRMS E-Mail: Kingston.Marc@epamail.epa.gov Phone: 913-551-7407
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PROJECT TITLE AND DESCRIPTION

Kansas City Missouri Brownfields Assessment Coalition- Hazardous

The City of Kansas City, Missouri and its coalition partners (Jackson County, Missouri and the Clearance for Redevelopment Authority of Kansas City, Missouri) will perform environmental assessment and other eligible activities at coalition brownfields sites potentially contaminated with hazardous substances. Brownfield site assessments will be conducted at selected coalition properties (15 Phase I and 10 phase II) and up to five properties will receive additional site and risk characterization. The City and its partners will also perform community engagement activities.

BUDGET PERIOD 10/01/2010 - 09/30/2013	PROJECT PERIOD 10/01/2010 - 09/30/2013	TOTAL BUDGET PERIOD COST \$871,500.00	TOTAL PROJECT PERIOD COST \$871,500.00
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NOTICE OF AWARD

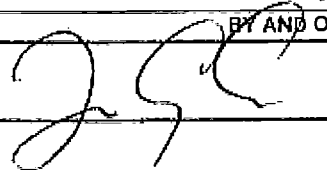
Based on your application dated 08/10/2010, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$871,500. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$871,500. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS Grants Management Office 901 North Fifth Street Kansas City, KS 66101	ORGANIZATION / ADDRESS U.S. EPA, Region 7 Superfund Division 901 North Fifth Street Kansas City, KS 66101

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official	TYPED NAME AND TITLE Karen L. Sherrill, Grants Management Officer	DATE 09/30/2010
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AFFIRMATION OF AWARD

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION		
SIGNATURE 	TYPED NAME AND TITLE Tom Coyle, Director, Department of City and Planning	DATE 10-14-10

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
Available Amount This Action	\$	\$ 871,500	\$ 871,500
Available In-Kind Amount	\$	\$	\$ 0
Expended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 0	\$ 0
State Contribution	\$	\$ 0	\$ 0
Federal Contribution	\$	\$ 0	\$ 0
Other Contribution	\$	\$ 0	\$ 0
Available Project Cost	\$ 0	\$ 871,500	\$ 871,500

Funding Source (CFDA)	Statutory Authority	Regulatory Authority
18 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 101(39) CERCLA: Sec. 104(k)(2)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
NY CITY	1007W10155	10	E4	0700AG7	402D79E	4114	G700NY00		871,500
									871,500

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$38,598
2. Fringe Benefits	\$10,421
3. Travel	\$3,875
4. Equipment	\$0
5. Supplies	\$4,030
6. Contractual	\$745,680
7. Construction	\$0
8. Other	\$68,896
9. Total Direct Charges	\$871,500
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$871,500
12. Total Approved Assistance Amount	\$871,500
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$871,500
15. Total EPA Amount Awarded To Date	\$871,500

Administrative Conditions

1. Recipient agrees to submit the Federal Financial Report (FFR) form SF-425 to EPA no later than ninety (90) days after the end of the grant budget/project period. The EPA requires only the information requested on FFR lines 10d through 10o. A blank FFR is available for completion on the Las Vegas Finance Center's (LVFC) website: <http://www.epa.gov/ocfo/finservices/forms.htm> The Final FFR form SF-425 **must be submitted to: U.S. EPA-Las Vegas FC, P.O. Box 98515, Las Vegas, NV 89193-8515.**

2. Recipient agrees to submit, at a minimum, a quarterly billing (payment) request(s) to the EPA, for all eligible, allowable, allocable, necessary and reasonable costs which are incurred for this project/program. A payment request is not required to be submitted in the event that the recipient has not incurred such costs during the quarterly period, but more frequent payments may be requested as costs are incurred.

3. The Recipient agrees that none of the funds provided under this agreement may be used for subawards/subgrants or contracts to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. Congress has prohibited the EPA from using its FY 2010 appropriations to provide funds to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to the EPA Grants Management Specialist listed on the first page of this award document.

4. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

5. Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Recipient agrees to comply with the respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Recipients subject to the requirements of 40 CFR Part 30 agree to comply with the respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

6. Recipient agrees to comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, effective December 23, 1989.

Recipient acknowledges that if any expenditure is made as prohibited by the Act, that he shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Recipient further acknowledges that failure to file or amend the disclosure form, if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Recipient also agrees to include in all solicitation documents the following:

"Sub recipients who request or receive from the grant recipient a subgrant, contract, or subcontract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification

form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."

7. Recipient agrees to fully comply with Subpart C of 40 CFR Part 32, entitled Responsibilities of Participants Regarding Transactions. Recipient must ensure that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled Covered Transactions, includes a term or condition requiring compliance with Subpart C. Recipient agrees to include a similar term or condition in any subsequent lower tier covered transactions.

Recipient may access the Excluded Parties List System at www.epls.gov.

8. The recipient agrees to an ongoing, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Recipients classified as individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

Details concerning violation of this condition may be found under Title 40 CFR 36.510.

9. Recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.
10. Recipient agrees if \$500,000 or more in total Federal funds is expended in any fiscal year, the recipient will obtain a single audit from an independent auditor according to the guidance provided in OMB Circular A-133. The recipient agrees that within nine months after the fiscal year end or 30 days after receiving the report from the auditor, they will submit a copy of the data collection form SF-SAC and a Single Audit Report Package to the Federal Audit Clearinghouse.

For fiscal years **2002 to 2007** a printed copy of the completed SF-SAC and Single Audit Report Package should be submitted to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

Complete instructions for electronic submission of the SF-SAC and Single Audit Report Package for fiscal years **2008** and later are located at the Federal Audit Clearinghouse Web site:

<http://harvester.census.gov/fac/>

11. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:
 - a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any

Information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

- b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

- 12. The Recipient agrees, in accordance with EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

The Recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.

- 13. The Environmental Protection Agency (EPA) participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2010, the limit is \$596.00 per day and \$74.50 per hour. The rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Sub-agreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j)(2) or 30.27(b), as applicable.

- 14. **GENERAL COMPLIANCE, 40 CFR, Part 33** - The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D- A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient - The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is

\$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Missouri Department of Natural Resources (MDNR) as follows:

Missouri	MBE	WBE
Services	10%	5%
Supplies	10%	5%
Equipment	10%	5%
Construction	10%	5%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as MDNR.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503 - The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31 and September 30.

The reports are due within 30 days of the end of the semiannual reporting periods (April 30 and October 30). Reports should be sent to **ATTN: Grant Assistant**. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302 - The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c) - Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

A Memorandum of Agreement (MOA) documenting the coalition's site selection process must be in place prior to the expenditure of any funds awarded under this agreement. A copy of the signed and dated MOA must be provided to the EPA project officer.

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term "assessment" includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved work plan.

A. Federal Policy and Guidance

1. a. **Cooperative Agreement Recipients:** By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2010 competition for Brownfields assessment cooperative agreements. However, the CAR may not expend ("draw down") funds to carry out this agreement until EPA's award official approves the final work plan.

- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, MBE/WBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

- 1. a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in §101(39) of CERCLA, the identity of the owner, and the date of acquisition.
- b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR must provide information sufficient for EPA to make a property-specific funding determination. The CAR must provide sufficient information on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
- 2. a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (see the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated August 2009 for discussion of this element) documenting that:
 - (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
 - (2) the State determines there is "no viable responsible party" for the site;
 - (3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and

discussion with the appropriate petroleum program official.

- b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
- c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
- d. EPA must also make all determinations on the eligibility of petroleum contaminated brownfield sites located on Indian tribal lands. Prior to incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, EPA may terminate this agreement. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement is in place within eighteen months.
3. Assessment funding for any eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

B. Substantial Involvement

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subgrant for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subgrantee from using EPA funds to assess a site for which the subgrantee is potentially liable under §107 of CERCLA. (See Section II.C.3 for more information on subgrants.)
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in term and condition II.B.1., with the exception of

property-specific funding determinations. EPA will provide waivers in writing.

2. Effect of EPA's substantial involvement includes:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA §128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.
- c. The CAR and its subgrantees remain responsible for incurring costs that are allowable under the applicable OMB Circulars.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors comply with the terms and conditions of this agreement.
3. Subgrants are defined at 40 CFR 31.3. The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.
4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.
5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.

D. Quarterly Progress Reports

1. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. Summary of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
 - b. An update on project schedules and milestones.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds.
 - e. If applicable, a separate budget recap summary table as described in D.1.c must be

submitted for brownfields petroleum projects.

2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
3. If applicable, the CAR must maintain records that will enable it to report to EPA on the amount of funds expended on petroleum properties addressed under this cooperative agreement.
4. In accordance with 40 CFR 31.40(d), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved work plan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.

F. Final Report

1. The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the site names, what work was done at each site and how much was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA 104(k);
 - b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA 104(k);
 - c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.
 - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable under III. B. 2.; and carrying out community involvement pertaining to the assessment activities.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
 - c. Job training unrelated to performing a specific assessment at a site covered by the grant;
 - d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - f. To pay for a response cost at a brownfields site for which the recipient of the grant or subgrant is potentially liable under CERCLA §107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - h. Unallowable costs (e.g., lobbying and fund raising) under applicable OMB Circulars.
2. Under CERCLA 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under applicable OMB Circulars.
 - a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Grants* contained in 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
 - b. Ineligible grant administration costs include direct costs for:
 - (1) Preparation of applications for brownfields grants;
 - (2) Record retention required under 40 CFR 31.42;
 - (3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 31.32 and 31.33;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 31.30;
 - (5) Maintaining and operating financial management systems required under 40 CFR 31;
 - (6) Preparing payment requests and handling payments under 40 CFR 31.21;
 - (7) Non-federal audits required under 40 CFR 31.26 and OMB Circular A-133; and

(8) Close out under 40 CFR 31.50.

3. Cooperative agreement funds may not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.
4. The CAR must not include management fees or similar charges in excess of the direct costs or at the rate provided for by the terms of the agreement negotiated with EPA. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs that are not allowable under EPA assistance agreements. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

C. Interest -Bearing Accounts and Program Income

1. In accordance with 40 CFR 31.25(g)(2), the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.
2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 40 CFR §31.21(i) to remitting interest on advances to EPA on a quarterly basis.
 - b. Interest earned on program income is considered additional program income.

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.
2. Individual or generic Quality Assurance Project Plans (QAPPs) for activities within the scope of

this agreement must be submitted for EPA approval prior to the collection of environmental samples. EPA may request assistance from a state program with the review and approval of QAPPs for non-state EPA CARs. For this to occur, the state program must be authorized through an approved Quality Management Plan (QMP), to review and approve QAPPs in lieu of EPA. Review and approval of non-state EPA Brownfields CAR QAPPs by a state program will be limited to those instances where there is mutual agreement among the parties involved (the state, EPA, and the CAR), and the non-state EPA CAR agrees to participate in and follow the guidelines established within the State Response Program. Oversight of the state's QAPP approval process for Brownfields will be part of the Management Systems Review (MSR) process described in EPA Region 7s QMP. All QA documents will be prepared in accordance with current EPA requirements as defined in *EPA Requirements for Quality Assurance Project Plans: EPA QA/R-5* (EPA/240/B-01/003, March 2001) and *Guidance for Quality Assurance Project Plans: EPA QA/G-5* (EPA/240/R-02/009, December 2002) or their subsequent revisions.

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

D. All Appropriate Inquiry

1. As required by CERCLA §104(k)(2)(B)(ii) and CERCLA §101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-05 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-06-244). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

V. CONFLICT OF INTEREST: APPEARANCE OF LACK OF IMPARTIALITY

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subgrant to a subgrant recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- (i) The affected party,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) An organization which employs, or is about to employ, any of the above,
- has a financial or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT


A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 40 CFR §31.21(c).
2. Payment information is provided to the CAR along with the award documents. The CAR shall contact the EPA Las Vegas Finance Center, P. O. Box 98515, Las Vegas, Nevada 89193-8515, (702) 798-2411, FAX (702) 798-2423 for answers to questions regarding forms utilized to drawdown funds under this cooperative agreement.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 40 CFR 31.50. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.
3. The CAR must submit the following documentation
 - a. The Final Report as described in II.F.
 - b. A Final Federal Financial Report (FFR - SF425). Submitted to:

U.S. EPA Las Vegas Finance Center
P.O. Box 98515
Las Vegas, NV 89193-8515
Fax: (702) 798-2423
<http://www.epa.gov/ocfo/finservices/payinfo.html>
 - c. Copy of the Final Federal Financial Report to the project officer.
 - d. A Final MBE/WBE Report (EPA Form 5700-52A), submitted to the regional office.
4. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.
5. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	ASSISTANCE ID NO.			DATE OF AWARD 09/30/2010
		PRG	DOC ID	AMEND#	
		BF - 97722201 - 0			MAILING DATE 10/07/2010
		TYPE OF ACTION New			
PAYMENT METHOD: ACH				ACH# 70779	

RECIPIENT TYPE: Municipal	Send Payment Request to: U.S. Environmental Protection Agency-Las Vegas Finance Center P.O. Box 98515, Las Vegas, NV 89193-8515 Contact: 702-798-2411, Fax: 702-798-2423
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RECIPIENT: City of Kansas City Missouri 414 E. 12th Street Kansas City, MO 64106 EIN: 44-6000201	PAYEE: Kansas City Missouri 414 E. 12th Street Kansas City, MO 64106
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PROJECT MANAGER Andrew J. Bracker 414 E. 12th Street Kansas City, MO 64106 E-Mail: andrew_bracker@kcmo.org Phone: 816-513-3002	EPA PROJECT OFFICER Susan Klein 901 North Fifth Street, SUPR/STAR Kansas City, KS 66101 E-Mail: Klein.Susan@epamail.epa.gov Phone: 913-551-7786	EPA GRANT SPECIALIST Marc Kingston Grants Managment Office, PLMG/RFMB/GRMS E-Mail: Kingston.Marc@epamail.epa.gov Phone: 913-551-7407
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PROJECT TITLE AND DESCRIPTION

Kansas City, Missouri Brownfields Assessment Coalition-Petroleum

The City of Kansas City, Missouri and its coalition partners (Jackson County, Missouri and the Clearance for Redevelopment Authority of Kansas City, Missouri) will perform environmental assessment and other eligible activities at coalition brownfields sites potentially contaminated by petroleum. Brownfield site assessments will be conducted at selected coalition properties (up to eight Phase I and three phase II) and one property will receive additional site and risk characterization. The City and its partners will also perform community engagement activities.

BUDGET PERIOD 10/01/2010 - 09/30/2013	PROJECT PERIOD 10/01/2010 - 09/30/2013	TOTAL BUDGET PERIOD COST \$128,500.00	TOTAL PROJECT PERIOD COST \$128,500.00
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NOTICE OF AWARD

Based on your application dated 08/10/2010, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$128,500. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$128,500. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

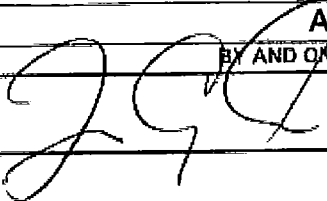
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	ORGANIZATION / ADDRESS
Grants Management Office 901 North Fifth Street Kansas City, KS 66101	U.S. EPA, Region 7 Superfund Division 901 North Fifth Street Kansas City, KS 66101

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official	TYPED NAME AND TITLE Karen L. Sherrill, Grants Management Officer	DATE 09/30/2010
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AFFIRMATION OF AWARD

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE 	TYPED NAME AND TITLE Tom Coyle, Director, Department of City Planning and Development	DATE 10-14-10
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EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
PA Amount This Action	\$	\$ 128,500	\$ 128,500
PA In-Kind Amount	\$	\$	\$ 0
Expended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 0	\$ 0
State Contribution	\$	\$ 0	\$ 0
Local Contribution	\$	\$ 0	\$ 0
Other Contribution	\$	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 128,500	\$ 128,500

EPA Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
18 - Brownfields Assessment and Cleanup Voluntary Agreements	CERCLA: Sec. 101(39) CERCLA: Sec. 104(k)(2)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
MO PETRO	1007W10168	10	E4	0700AG7	402D79EBP	4114	G700OR00		128,500
									128,500

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$5,662
2. Fringe Benefits	\$1,528
3. Travel	\$1,200
4. Equipment	\$0
5. Supplies	\$750
6. Contractual	\$109,344
7. Construction	\$0
8. Other	\$10,016
9. Total Direct Charges	\$128,500
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$128,500
12. Total Approved Assistance Amount	\$128,500
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$128,500
15. Total EPA Amount Awarded To Date	\$128,500

Administrative Conditions

1. Recipient agrees to submit the Federal Financial Report (FFR) form SF-425 to EPA no later than ninety (90) days after the end of the grant budget/project period. The EPA requires only the information requested on FFR lines 10d through 10o. A blank FFR is available for completion on the Las Vegas Finance Center's (LVFC) website: <http://www.epa.gov/ocfo/finservices/forms.htm>. The Final FFR form SF-425 must be submitted to: U.S. EPA-Las Vegas FC, P.O. Box 98515, Las Vegas, NV 89193-8515.
2. Recipient agrees to submit, at a minimum, a quarterly billing (payment) request(s) to the EPA, for all eligible, allowable, allocable, necessary and reasonable costs which are incurred for this project/program. A payment request is not required to be submitted in the event that the recipient has not incurred such costs during the quarterly period, but more frequent payments may be requested as costs are incurred.
3. The Recipient agrees that none of the funds provided under this agreement may be used for subawards/subgrants or contracts to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. Congress has prohibited the EPA from using its FY 2010 appropriations to provide funds to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to the EPA Grants Management Specialist listed on the first page of this award document.
4. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
5. Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Recipient agrees to comply with the respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Recipients subject to the requirements of 40 CFR Part 30 agree to comply with the respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

6. Recipient agrees to comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, effective December 23, 1989.

Recipient acknowledges that if any expenditure is made as prohibited by the Act, that he shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Recipient further acknowledges that failure to file or amend the disclosure form, if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Recipient also agrees to include in all solicitation documents the following:

"Sub recipients who request or receive from the grant recipient a subgrant, contract, or subcontract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification

form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."

7. Recipient agrees to fully comply with Subpart C of 40 CFR Part 32, entitled Responsibilities of Participants Regarding Transactions. Recipient must ensure that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled Covered Transactions, includes a term or condition requiring compliance with Subpart C. Recipient agrees to include a similar term or condition in any subsequent lower tier covered transactions.

Recipient may access the Excluded Parties List System at www.epls.gov.

8. The recipient agrees to an ongoing, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Recipients classified as individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

Details concerning violation of this condition may be found under Title 40 CFR 36.510.

9. Recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.
10. Recipient agrees if \$500,000 or more in total Federal funds is expended in any fiscal year, the recipient will obtain a single audit from an independent auditor according to the guidance provided in OMB Circular A-133. The recipient agrees that within nine months after the fiscal year end or 30 days after receiving the report from the auditor, they will submit a copy of the data collection form SF-SAC and a Single Audit Report Package to the Federal Audit Clearinghouse.

For fiscal years **2002 to 2007** a printed copy of the completed SF-SAC and Single Audit Report Package should be submitted to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

Complete instructions for electronic submission of the SF-SAC and Single Audit Report Package for fiscal years **2008** and later are located at the Federal Audit Clearinghouse Web site:

<http://harvester.census.gov/fac/>

11. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:
 - a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any

information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

- b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

- 12. The Recipient agrees, in accordance with EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

The Recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.

- 13. The Environmental Protection Agency (EPA) participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2010, the limit is \$596.00 per day and \$74.50 per hour. The rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Sub-agreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j)(2) or 30.27(b), as applicable.

- 14. **GENERAL COMPLIANCE, 40 CFR, Part 33** - The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D- A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient -The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is

\$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Missouri Department of Natural Resources (MDNR) as follows:

Missouri	MBE	WBE
Services	10%	5%
Supplies	10%	5%
Equipment	10%	5%
Construction	10%	5%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as MDNR.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503 - The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31 and September 30.

The reports are due within 30 days of the end of the semiannual reporting periods (April 30 and October 30). Reports should be sent to **ATTN: Grant Assistant**. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302 - The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c) - Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

A Memorandum of Agreement (MOA) documenting the coalition's site selection process must be in place prior to the expenditure of any funds awarded under this agreement. A copy of the signed and dated MOA must be provided to the EPA project officer.

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term "assessment" includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved work plan.

A. Federal Policy and Guidance

1. a. **Cooperative Agreement Recipients:** By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2010 competition for Brownfields assessment cooperative agreements. However, the CAR may not expend ("draw down") funds to carry out this agreement until EPA's award official approves the final work plan.

- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, MBE/WBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

- 1.
 - a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in §101(39) of CERCLA, the identity of the owner, and the date of acquisition.
 - b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR must provide information sufficient for EPA to make a property-specific funding determination. The CAR must provide sufficient information on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
- 2.
 - a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (see the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated August 2009 for discussion of this element) documenting that:
 - (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
 - (2) the State determines there is "no viable responsible party" for the site;
 - (3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.
4. The CAR must not include management fees or similar charges in excess of the direct costs or at the rate provided for by the terms of the agreement negotiated with EPA. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs that are not allowable under EPA assistance agreements. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

C. Interest-Bearing Accounts and Program Income

- 1. In accordance with 40 CFR 31.25(g)(2), the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.
- 2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 40 CFR §31.21(i) to remitting interest on advances to EPA on a quarterly basis.
 - b. Interest earned on program income is considered additional program income.

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

- 1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

- 1. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.
- 2. Individual or generic Quality Assurance Project Plans (QAPPs) for activities within the scope of this agreement must be submitted for EPA approval prior to the collection of environmental samples. EPA may request assistance from a state program with the review and approval of QAPPs for non-state EPA CARs. For this to occur, the state program must be authorized through

an approved Quality Management Plan (QMP), to review and approve QAPPs in lieu of EPA. Review and approval of non-state EPA Brownfields CAR QAPPs by a state program will be limited to those instances where there is mutual agreement among the parties involved (the state, EPA, and the CAR), and the non-state EPA CAR agrees to participate in and follow the guidelines established within the State Response Program. Oversight of the state's QAPP approval process for Brownfields will be part of the Management Systems Review (MSR) process described in EPA Region 7s QMP. All QA documents will be prepared in accordance with current EPA requirements as defined in *EPA Requirements for Quality Assurance Project Plans: EPA QA/R-5* (EPA/240/B-01/003, March 2001) and *Guidance for Quality Assurance Project Plans: EPA QA/G-5* (EPA/240/R-02/009, December 2002) or their subsequent revisions.

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

D. All Appropriate Inquiry

1. As required by CERCLA §104(k)(2)(B)(ii) and CERCLA §101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-05 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-06-244). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

V. CONFLICT OF INTEREST: APPEARANCE OF LACK OF IMPARTIALITY

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subgrant to a subgrant recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:
 - (i) The affected party,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 40 CFR §31.21(c).
2. Payment information is provided to the CAR along with the award documents. The CAR shall contact the EPA Las Vegas Finance Center, P. O. Box 98515, Las Vegas, Nevada 89193-8515, (702) 798-2411; FAX (702) 798-2423 for answers to questions regarding forms utilized to drawdown funds under this cooperative agreement.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 40 CFR 31.50. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.
3. The CAR must submit the following documentation
 - a. The Final Report as described in II.F.
 - b. A Final Federal Financial Report (FFR - SF425). Submitted to:

U.S. EPA Las Vegas Finance Center
P.O. Box 98515
Las Vegas, NV 89193-8515
Fax: (702) 798-2423
<http://www.epa.gov/ocfo/finservices/payinfo.html>
 - c. Copy of the Final Federal Financial Report to the project officer.
 - d. A Final MBE/WBE Report (EPA Form 5700-52A), submitted to the regional office.
4. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.
5. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

Attachment 2
Work Plan, Budget and Schedule

Brownfields Hazardous Waste Assessment Cooperative Agreement Workplan
Kansas City Brownfields Assessment Coalition
CERCLA Section 104(k) Cooperative Agreement #BF97722301

October 1, 2010 through September 30, 2013
09-27-10

GOAL 4: Healthy Communities and Ecosystems

Objective 4.2: Communities – Sustain, Clean Up, and Restore Communities and the Ecological Systems that Support Them.

Sub-objective 4.2.3: Assessment, Clean Up and Redevelop Brownfields

CFDA: 66.818 Brownfields Assessment, Cleanup and Revolving Loan Fund Grants

1. OBJECTIVE

This Work Plan implements Kansas City Brownfields Coalition Hazardous Waste Assessment Project (Project) pursuant to a cooperative agreement between the City of Kansas City, Missouri (City) and the U.S. Environmental Protection Agency (EPA) in the amount of \$871,500. The Project will perform hazardous waste Phase I and Phase II Environmental Site Assessments (ESAs) on selected Coalition sites. This Work Plan will be implemented in conjunction with a separate EPA cooperative agreement in the amount of \$128,500 for assessment of petroleum sites. The Coalition will assess sites to identify real or perceived environmental impacts to facilitate cleanup and sustainable reuses that are protective of human health and the environment, and benefit local residents, the environment and the economy. The Coalition Project will focus on sites and assessment activities that promote three priority initiatives: The Green Impact Zone (an area of coordinated Recovery Act programs and incentives), urban agriculture, and Urban Renewal Areas. The Project consists of following general tasks: Community Outreach, Phase I All Appropriate Inquiry assessments, Phase II Environmental Site Assessments (ESAs), and Risk Assessments.

The Coalition includes:

a. Lead Coalition Member. City, the Coalition lead member, is a general purpose unit of local government. Point of Contact is Andrew Bracker, Brownfields Coordinator, 816-513-3002, andrew_bracker@kcmo.org.

b. Coalition Member. Jackson County, Missouri (Jackson County) is a general purpose unit of local government. Point of Contact is Robbie Makinen, Director, Economic Development, 816-881-3333, makinen@jacksongov.org.

c. **Coalition Member.** The Land Clearance for Redevelopment Authority of Kansas City, Missouri (LCRA) is a public body created pursuant to Sections 99.300 to 99.715 Revised Statutes of Missouri, and activated by Kansas City, Missouri, by Ordinance No. 16120 on November 21, 1951. Point of Contact is Joe Egan, Executive Director, 816-691-2113, jeagan@edckc.com .

2. MANAGEMENT AND COORDINATION.

The Coalition Project will be led by the City through its Department of City Planning and Development. The City will be the grant administrator and fiscal agent for the EPA cooperative agreement and will be responsible for compliance with all terms and conditions, including provisions regarding the use of grant funds, reporting requirements, procurement procedures, and grant closeout procedures. The City will organize Coalition meetings and events, and coordinate Coalition Member participation and activities. The official responsibilities of the City regarding the Project, including entering into agreements, contracts and any amendments thereto, will be performed by the Director of the Department of City Planning and Development. Day to day responsibilities of the City will be performed by the City Brownfields Coordinator and City staff members. The City will ensure that periodic and final reports are submitted on a timely basis to the USEPA Project Officer. Quarterly reports will document the incremental progress at achieving the project deliverables and provide information as listed in the Cooperative Agreement Terms & Conditions.

Coalition sites and activities will be selected by a deliberative body that includes equitable representation by each Coalition Member, in accordance with a Memorandum of Agreement, attached to this Work Plan. The Coalition will select sites and assessment activities in an open and public process that includes opportunities for public input and participation. The process of site selection will strive to ensure an equitable distribution of sites, assessment activities and resources among Coalition Members and geographic locations within the Coalition Project area. The Coalition will select a minimum of six (6) sites for assessment during the cooperative agreement period. There shall be assessed a minimum of two (2) sites nominated by the City, a minimum of two (2) sites nominated by Jackson County, and a minimum of two (2) sites nominated by LCRA. No single site, or group of properties treated as a single site, will utilize a total of more than \$150,000 of the Coalition funds without the express written consent of all Coalition Members. Additional sites will be selected, funds permitting. All selected sites and proposed assessment activities will be submitted to EPA for confirmation of eligibility.

The Coalition will also review and approve scopes of work, requests for proposals or bids, selections of contractors, contracts for services, and other uses of Coalition funds. With Coalition approval, the City will procure and contract for

approved services on Coalition sites and projects. The City will also advise Coalition Members to ensure compliance with cooperative agreement terms and conditions. Contractors will be selected and hired in accordance with the City of Kansas City, Missouri's procurement procedures. Cooperative Agreement funds will be drawn down by requests made exclusively by the City through one of EPA's automated payment systems, after it has been verified that such expenses are reasonable, allowable and allocable under the terms of the Cooperative Agreement.

The City and other Coalition Members may perform certain programmatic activities, and incur related costs, as allowed by the terms of the Cooperative Agreement and this Work Plan and Budget. Such activities may include public outreach, advertisements of public notices, review of assessment scopes of work and reports, drafting and review of agreements. The City will request EPA cooperative agreement funds to reimburse Coalition Members for eligible programmatic activities allowed by the Cooperative Agreement and this Work Plan and transmit these funds to Coalition Members according to the terms of the Memorandum of Agreement.

It will be the responsibility of each Coalition Member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. LCRA and Jackson County shall provide Coalition Members access to properties, documents, reports and information within their control or possession concerning the activities of the Coalition, as allowed by law.

3. WORKPLAN TASKS AND SCHEDULE

To support progress toward the goals, objectives and sub-objectives referenced above, the City will utilize its on-going comprehensive brownfields database to compile Project information on the following outputs and outcomes (and enter the same information into the ACRES system) and in the outputs described for each Project Task.

Outputs:

- Number of Sites Phase I ESA Completed (measure: approved by City technical staff)
- Number of Sites Phase II ESA Completed (measure: approval by City technical and state officials, where enrolled in VCP)

Outcomes:

- Jobs created by redevelopment projects assisted (measure: # of permanent full time equivalents (FTES)).
- Vacant properties reused (measure: # of acres of vacant property and structures redeveloped for commercial, residential or greenspace, gardens).

- Tax revenue increased on properties assessed (measure: \$ increment in county assessed value after assessment)
- Development funding leveraged (\$\$ committed in signed written agreements)
- Health Risks Addressed (population of target community affected by risks addressed)

Task 1 – Community Outreach

Upon notification from EPA, the first step will be to organize a “kick-off” public meeting to brief community officials and stakeholders on the Coalition Project, its purposes and resources, and the important ways in which Coalition stakeholders are invited to participate. The Kick-Off meeting will introduce the three priority initiatives of the Coalition and discuss examples of brownfield sites, areas and projects that could further each: The Green Impact Zone, Urban Agriculture, and Urban Renewal Areas. This task will be to build community outreach capacity and enhance efforts to reach stakeholders and involve them in the Coalition Project. Coalition Members will identify key stakeholders that should be notified and invited to participate in the Project. Coalition Members will also identify locations within their respective jurisdictions where public meetings may be held. The Task includes quarterly and special meetings over the three-year period of the cooperative agreement. Programmatic costs¹ associated with this task include staff services directly related to community outreach activities and events, and also include portions of quarterly progress reports and the final performance report that relate progress and accomplishments concerning community outreach activities. . .

The meetings will be advertised in publications of general circulation in the City and County. Meetings will be held in communities impacted by identified brownfield projects and areas to work with community representatives to identify projects for grant assistance. As sites are selected and funded, community members will be encouraged to learn about assessment activities, help identify at-risk populations, share knowledge of site history, and help advise how funds are to be spent. The Coalition will report progress at meetings of the neighborhood organizations impacted and at Kansas City Brownfields Initiative (KCBi) meetings. The Coalition will use best efforts to accommodate non-English speaking participants and those with impaired hearing, eyesight or mobility. For Coalition meetings, multi-language publications will be used to provide notice to non-English speaking residents.

¹ All programmatic costs will be tracked on a daily basis and attributed to eligible, site-specific activities or required progress and financial reporting activities.

Table 1: Activities, Outputs/Measures, Outcomes/Measures and Schedule for Task 1

Development of presentation & outreach materials for public meetings, website and mailings.	Outreach materials PowerPoint's, FAQ s	Increased community involvement in brownfields (# of meetings)	November 1, 2010
"Kick-Off" Meeting	Meeting Minutes		November 15, 2010
Quarterly Meetings	Meeting Minutes		Ongoing
Program Management	Quarterly progress reports, final performance reports.		Ongoing

Task 2 – Phase I AAI

Task 2 includes the completion of up to five (5) Area-Wide and ten (10) single-site Phase I ESAs conducted by an environmental professional in accordance with the All Appropriate Inquiry (AAI) Rule (40 C.F.R. Part 312) and ASTM Method 1512-05 on sites and areas selected by the Coalition in accordance with the Memorandum of Agreement (MOA) and the process outlined therein. Funds also may be used to update previous Phase I assessments. Area-wide Phase I's will be encouraged to produce economies of scale, promote larger projects, and create greater benefits for communities. Site eligibility determinations will be completed and submitted for each site prior to the start of site-specific assessment activities. Site and project evaluation criteria, similar to those used by the existing Kansas City Brownfields Initiative, will be adopted by the Coalition and applied to proposed sites and projects. Whenever possible, the Coalition will ensure Phase I ESAs are performed in strict compliance with the AAI Rule and ASTM requirements and are timed in coordination with anticipated property transactions so as to benefit eligible prospective purchasers and other parties eligible for Superfund liability defenses and eligible to seek federal brownfield cleanup grants, loans and subgrants.

Programmatic costs associated with this task include staff services directly related to site-specific assessment activities such as preparation of scopes of work, services procurement, review of deliverables, and preparation of progress and financial reports. Programmatic costs for Tasks 2-4 also include progress reports, financial reports, meetings with EPA, ACRES entries and updates, and final performance reports to the extent each of these reports and program management activities relates progress, performance, and information concerning the use of cooperative agreement funds to perform Phase I ESAs, Phase II ESAs and Risk Assessments.

Task 3 – Phase II Environmental Site Assessment

The City will work with the EPA and/or with MDNR to develop a generic Quality Assurance Project Plan (QAPP) for this class of assessments and site-specific addenda. Sampling activities will not be taken until approval is received from EPA and/or MDNR where applicable. This project task also includes completion of ASTM E1903-97 or equivalent Phase II site assessments (including hazardous materials surveys) and site characterizations for five (5) large multi-parcel projects and five (5) single parcel projects. Site eligibility determinations will be completed and submitted for each site prior to the start of site-specific assessment activities. Innovative approaches will be implemented to streamline assessment and reduce costs, including working with EPA and MDNR officials to approve generic QAPP plans that can be easily modified for quick approval on specific sites, using TRIAD methods, combining site mobilizations, and coordinating projects in close proximity. Programmatic costs associated with this task include staff services directly related to Phase II assessment activities such as preparation of scopes of work, services procurement, and review of deliverables.

Task 4 – Risk Assessment

This project task will fund further site characterization, monitoring and risk assessment as required by Missouri Risk-Based Corrective Action (MRBCA) rules and guidance on four to five sites. Activities include quarterly groundwater monitoring and limited additional site characterization to develop data for a risk assessment, preparation of site conceptual models, analyses of current and potential exposure pathways, ecological risk assessments, risk management plans that may include remediation and institutional controls, and analyses of brownfield cleanup alternatives (ABCA) for public review and comment. The task will include working with the state VCP to gain approval of risk assessments and risk management plans and conducting community outreach to inform and involve stakeholders. Site eligibility determinations will be completed and submitted for each site prior to the start of site-specific activities, if not previously completed under the previous tasks. Programmatic costs associated with this task include staff services directly related to risk assessment activities such as preparation of scopes of work, services procurement, and review of deliverables.

Table 2: Activities, Outputs/Measures, Outcomes/Measures and Schedule for Tasks 2-4

Activity	Output/Measure	Outcome/Measure	Schedule
MOA	MOA signed by Coalition Members		Signed prior to draw down of funds under this agreement
Select Sites for Phase I, Phase II or other site-specific activities	Perform Brownfield Eligibility Determination and submit to EPA		Ongoing; EPA will be notified no later than 30 days prior to the anticipated start of an assessment

Conduct Phase I Assessment Activities	Start date identified in Quarterly Reports	Jobs created (# of FTEs); Vacant properties reused (# of acres); Tax revenue increased (\$ increment); Development funds leveraged (\$ committed); Health risks addressed (population affected); Infrastructure reused (# of acres); hire local brownfield job trainees (# hired).	Throughout first 1-2 years of grant, details provided in quarterly reports
Prepare Phase I ESA Reports	Phase I ESA Reports Date completed reported in ACREs; Measure: Number of Phase I ESAs completed.		Throughout first 1-2 years of grant, details provided in quarterly reports
Complete Property Profile Forms/Update ACREs	Enter Property Profile Forms into ACREs online database after assessment is completed		Entered into ACREs within the quarter they are completed
Prepare Generic QAPP	Submit to USEPA or MDNR for approval (whichever applicable)		Ongoing, but no later than 60 days prior to anticipated start of environmental sampling activities
Prepare Site-specific QAPP addenda/Sampling & Analysis Plan for Phase II ESAs	Submit SAP to USEPA or MDNR for approval (whichever applicable)		Ongoing but no later than 21 days prior to anticipated start of environmental sampling activities
Conduct Phase II Assessment Activities	Start date identified in Quarterly Reports	Same as for Phase I Assessments	Throughout first 1-2 years of grant, details provided in quarterly reports
Prepare Phase II Report	Phase II Report for each site Date completed reported in ACREs; Measure: Number of Phase II ESAs completed		Ongoing
Conduct Risk Assessment	Report of Risk Assessment, including related activities, for each site	Same as for Phase I Assessments	Ongoing
Enroll sites into Voluntary Cleanup Program	Described in the Quarterly Report		Ongoing
Risk Management Plan (RMP) & Analysis of Brownfields	RMP for each enrolled site when applicable. Technical Assistance	Help promote green remediation practices (# of green RMPs/ABCAs	Ongoing

Cleanup Alternatives (ABCA)	public meeting for each RMP and ABCA. Measure: number of RMPs approved by MDNR	prepared)
Program Management	Quarterly progress reports, financial reports, final performance reports, ACRES entries and updates	Ongoing

4. BUDGET

Table 3: Budget

Budget Categories	Task 1 Community Outreach	Task 2 Phase I AAI	Task 3 Phase II Assessment	Task 4 Risk Assessment	Total
Personnel	\$0	\$12,866	\$12,866	\$12,866	\$38,598
Fringe Benefits	\$0	\$3,473	\$3,474	3,474	\$10,421
Travel	\$3,875	\$0	\$0	\$0	\$3,875
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$4,030	\$0	\$0	\$0	\$4,030
Contractual	\$4,500	\$150,000	\$500,000	\$91,180	\$745,680
Other:	\$16,896	\$0	\$27,000	\$25,000	\$68,896
Total	\$29,301	\$166,339	\$543,340	\$135,520	\$871,500

Budget Narrative. The tasks shown above will be overseen by the City. The City will comply with all grant reporting requirements and will ensure that all contractors perform work in accordance with state and EPA guidelines. Project tasks in the budget are described as follows:

Personnel:

**Table 4
Allowed Personnel Costs
Budget Period October 1, 2010 – September 30, 2013**

Position	Budget Amount
Brownfields Coordinator	\$24,510
Brownfields Development Specialist or other City Staff	\$24,509
Total	\$49,019

Note: Salary and Fringe (27%) are included in the budget amount

Personnel & Fringe: Personnel costs are based on labor estimated for the activities to be conducted under the tasks described in this work plan. Estimates are based on an estimated 525 hours (0.26 FTE) and an hourly rate \$36.76/hr and fringe of 27% for each position.

Equipment: N/A

Travel: \$3,875.

National brownfields conference: 2 persons @ \$1,200

Regional conferences: 2 conferences, \$2 persons @\$300/per

Local transportation: approximately 500 miles @ \$0.55/mile

Supplies: \$4,030.

Mailing and duplication: \$1,500

Laptop computer & supporting equipment/software to gather and present information to stakeholders: \$2,530

Contractual: \$745,680.

Public meeting support: \$4,500

Five area-wide Phase I ESAs: 5 @ \$25,000

Ten single site Phase I ESAs: 10 @ \$2,500

Five Phase II ESAs: 5 @ \$25,000

Five large project Phase II ESAs: 5 @ \$75,000

Five risk assessment: 5 @ \$18,236

Other: \$ 68,896

VCP fees: \$52,000

Public Meeting Advertisements: 24 meetings @\$638/per

Mobile messaging to communicate with stakeholders: 36 months @ \$44/month

Brownfields Petroleum Assessment Cooperative Agreement Workplan

Kansas City Brownfields Assessment Coalition

CERCLA Section 104(k) Cooperative Agreement #BF97722201

October 1, 2010 through September 30, 2013

09-27-10

GOAL 4: Healthy Communities and Ecosystems

Objective 4.2: Communities – Sustain, Clean Up, and Restore Communities and the Ecological Systems that Support Them.

Sub-objective 4.2.3: Assessment, Clean Up and Redevelop Brownfields

CFDA: 66.818 Brownfields Assessment, Cleanup and Revolving Loan Fund Grants

1. OBJECTIVE

This Work Plan implements the Kansas City Brownfields Coalition Petroleum Assessment Project (Project) pursuant to a cooperative agreement between the City of Kansas City, Missouri (City) and the U.S. Environmental Protection Agency (EPA) in the amount of \$128,500. The Project will perform Petroleum Phase I and Phase II Environmental Site Assessments (ESAs) on selected Coalition sites. This Work Plan will be implemented in conjunction with a separate EPA cooperative agreement in the amount of \$871,500 for assessment of hazardous substances. The Coalition will assess sites to identify real or perceived environmental impacts to facilitate cleanup and sustainable reuses that are protective of human health and the environment, and benefit local residents, the environment and the economy. The Coalition Project will focus on sites and assessment activities that promote three priority initiatives: The Green Impact Zone (an area of coordinated Recovery Act programs and incentives), urban agriculture, and Urban Renewal Areas. The Project consists of following general tasks: Community Outreach, Phase I All Appropriate Inquiry assessments, Phase II Environmental Site Assessments (ESAs), and Risk Assessments.

The Coalition includes:

a. Lead Coalition Member. City, the Coalition lead member, is a general purpose unit of local government. Point of Contact is Andrew Bracker, Brownfields Coordinator, 816-513-3002, andrew_bracker@kcmo.org.

b. Coalition Member. Jackson County, Missouri (Jackson County) is a general purpose unit of local government. Point of Contact is Robbie Makinen, Director, Economic Development, 816-881-3333, makinen@jacksongov.org.

c. **Coalition Member.** The Land Clearance for Redevelopment Authority of Kansas City, Missouri (LCRA) is a public body created pursuant to Sections 99.300 to 99.715 Revised Statutes of Missouri, and activated by Kansas City, Missouri, by Ordinance No. 16120 on November 21, 1951. Point of Contact is Joe Egan, Executive Director, 816-691-2113, jeagan@edckc.com .

2. MANAGEMENT AND COORDINATION.

The Coalition Project will be led by the City through its Department of City Planning and Development. The City will be the grant administrator and fiscal agent for the EPA cooperative agreement and will be responsible for compliance with all terms and conditions, including provisions regarding the use of grant funds, reporting requirements, procurement procedures, and grant closeout procedures. The City will organize Coalition meetings and events, and coordinate Coalition Member participation and activities. The official responsibilities of the City regarding the Project, including entering into agreements, contracts and any amendments thereto, will be performed by the Director of the Department of City Planning and Development. Day to day responsibilities of the City will be performed by the City Brownfields Coordinator and City staff members. The City will ensure that periodic and final reports are submitted on a timely basis to the USEPA Project Officer. Quarterly reports will document the incremental progress at achieving the project deliverables and provide information as listed in the Cooperative Agreement Terms & Conditions.

Coalition sites and activities will be selected by a deliberative body that includes equitable representation by each Coalition Member, in accordance with a Memorandum of Agreement, attached to this Work Plan. The Coalition will select sites and assessment activities in an open and public process that includes opportunities for public input and participation. The process of site selection will strive to ensure an equitable distribution of sites, assessment activities and resources among Coalition Members and geographic locations within the Coalition Project area. The Coalition will select a minimum of six (6) sites for assessment during the cooperative agreement period. There shall be assessed a minimum of two (2) sites nominated by the City, a minimum of two (2) sites nominated by Jackson County, and a minimum of two (2) sites nominated by LCRA. No single site, or group of properties treated as a single site, will utilize a total of more than \$150,000 of the Coalition funds without the express written consent of all Coalition Members. Additional sites will be selected, funds permitting. All selected sites and proposed assessment activities will be submitted to EPA for confirmation of eligibility.

The Coalition will also review and approve scopes of work, requests for proposals or bids, selections of contractors, contracts for services, and other uses of Coalition funds. With Coalition approval, the City will procure and contract for

approved services on Coalition sites and projects. The City will also advise Coalition Members to ensure compliance with cooperative agreement terms and conditions. Contractors will be selected and hired in accordance with the City of Kansas City, Missouri's procurement procedures. Cooperative Agreement funds will be drawn down by requests made exclusively by the City through one of EPA's automated payment systems, after it has been verified that such expenses are reasonable, allowable and allocable under the terms of the Cooperative Agreement.

The City and other Coalition Members may perform certain programmatic activities, and incur related costs, as allowed by the terms of the Cooperative Agreement and this Work Plan and Budget. Such activities may include public outreach, advertisements of public notices, review of assessment scopes of work and reports, drafting and review of agreements. The City will request EPA cooperative agreement funds to reimburse Coalition Members for eligible programmatic activities allowed by the Cooperative Agreement and this Work Plan and transmit these funds to Coalition Members according to the terms of the Memorandum of Agreement.

It will be the responsibility of each Coalition Member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. LCRA and Jackson County shall provide Coalition Members access to properties, documents, reports and information within their control or possession concerning the activities of the Coalition, as allowed by law.

3. WORKPLAN TASKS AND SCHEDULE

To support progress toward the goals, objectives and sub-objectives referenced above, the City will utilize its on-going comprehensive brownfields database to compile Project information on the following outputs and outcomes (and enter the same information into the ACRES system) and in the outputs described for each Project Task.

Outputs:

- Number of Sites Phase I ESA Completed (measure: approved by City technical staff)
- Number of Sites Phase II ESA Completed (measure: approval by City technical and state officials, where enrolled in VCP)

Outcomes:

- Jobs created by redevelopment projects assisted (measure: # of permanent full time equivalents (FTES)).
- Vacant properties reused (measure: # of acres of vacant property and structures redeveloped for commercial, residential or greenspace, gardens).

- Tax revenue increased on properties assessed (measure: \$ increment in county assessed value after assessment)
- Development funding leveraged (\$\$ committed in signed written agreements)
- Health Risks Addressed (population of target community affected by risks addressed)

Task 1 – Community Outreach

Upon notification from EPA, the first step will be to organize a “kick-off” public meeting to brief community officials and stakeholders on the Coalition Project, its purposes and resources, and the important ways in which Coalition stakeholders are invited to participate. The Kick-Off meeting will introduce the three priority initiatives of the Coalition and discuss examples of brownfield sites, areas and projects that could further each: The Green Impact Zone, Urban Agriculture, and Urban Renewal Areas. This task will build community outreach capacity and enhance efforts to reach stakeholders and involve them in the Coalition Project. Coalition Members will identify key stakeholders that should be notified and invited to participate in the Project. Coalition Members will also identify locations within their respective jurisdictions where public meetings may be held. The Task includes at least four meetings over the three-year period of the cooperative agreement to address petroleum sites. Programmatic costs¹ associated with this task include staff services directly related to community outreach activities and events, and also include portions of quarterly progress reports and the final performance report that relate progress and accomplishments concerning community outreach activities.

The meetings will be advertised in publications of general circulation in the City and County. Meetings will be held in communities impacted by identified brownfield projects and areas to work with community representatives to identify projects for grant assistance. As sites are selected and funded, community members will be encouraged to learn about assessment activities, help identify at-risk populations, share knowledge of site history, and help advise how funds are to be spent. The Coalition will report progress at meetings of the neighborhood organizations impacted and at Kansas City Brownfields Initiative (KCBi) meetings. The Coalition will use best efforts to accommodate non-English speaking participants and those with impaired hearing, eyesight or mobility. For Coalition meetings, multi-language publications will be used to provide notice to non-English speaking residents.

¹ All programmatic costs will be tracked on a daily basis and attributed to eligible, site-specific activities or required progress and financial reporting activities.

Table 1: Activities, Outputs/Measures, Outcomes/Measures and Schedule for Task 1

Development of presentation & outreach materials for public meetings, website and mailings.	Outreach materials PowerPoint's, FAQ's	Increased community involvement in brownfields (# of meetings)	November 1, 2010
"Kick-Off" Meeting	Meeting Minutes		November 15, 2010
Quarterly Meetings	Meeting Minutes		Ongoing
Program Management	Quarterly progress reports, final performance reports.		Ongoing

Task 2 – Phase I AAI

Task 2 includes the completion of up to eight (8) Phase I ESAs conducted by an environmental professional in accordance with the All Appropriate Inquiry (AAI) Rule (40 C.F.R. Part 312) and ASTM Method 1512-05 on sites and areas selected by the Coalition in accordance with the Memorandum of Agreement (MOA) and the process outlined therein. Funds also may be used to update previous Phase I assessments. Area-wide Phase Is, where eligible petroleum sites are in proximity, will be encouraged to produce economies of scale, promote larger projects, and create greater benefits for communities. Site eligibility determinations, including petroleum site eligibility determinations by the Missouri Department of Natural Resources (MDNR), will be completed and submitted for each site prior to the start of site-specific assessment activities. Site and project evaluation criteria, similar to those used by the existing Kansas City Brownfields Initiative, will be adopted by the Coalition and applied to proposed sites and projects. Whenever possible, the Coalition will ensure Phase I ESAs are performed in strict compliance with the AAI Rule and ASTM requirements and are timed in coordination with anticipated property transactions so as to benefit eligible prospective purchasers and other parties eligible for Superfund liability defenses and eligible to seek federal brownfield cleanup grants, loans and subgrants.

Programmatic costs associated with this task include staff services directly related to site-specific assessment activities such as preparation of scopes of work, services procurement, review of deliverables, and preparation of progress and financial reports. Programmatic costs for Tasks 2-4 also include progress reports, financial reports, meetings with EPA, ACRES entries and updates, and final performance reports to the extent each of these reports and program management activities relates progress, performance, and information concerning the use of cooperative agreement funds to perform Phase I ESAs, Phase II ESAs and Risk Assessments.

Task 3 – Phase II Environmental Site Assessment

This project task will perform ASTM E1903-97 or equivalent Phase II site assessments and site characterizations for up to three (3) petroleum sites. The City will work with the EPA and/or with MDNR to develop a generic Quality Assurance Project Plan (QAPP) for this class of assessments and site-specific addenda. Sampling activities will not be taken until approval is received from EPA and/or MDNR where applicable. Site eligibility determinations, including petroleum site eligibility determinations by MDNR, will be completed and submitted for each site prior to the start of site-specific assessment activities. Innovative approaches will be implemented to streamline assessment and reduce costs, including working with EPA and MDNR officials to approve generic QAPP plans that can be easily modified for quick approval on specific sites, using TRIAD methods, combining site mobilizations, and coordinating projects in close proximity. Programmatic costs associated with this task include staff services directly related to Phase II assessment activities such as preparation of scopes of work, services procurement, and review of deliverables.

Task 4 – Risk Assessment

This project task will fund further site characterization, monitoring and risk assessment as required by the Missouri Risk-Based Corrective Action (MRBCA) Process for Tanks guidance on at least one petroleum site. Activities include quarterly groundwater monitoring and limited additional site characterization to develop data for a risk assessment, preparation of site conceptual models, analyses of current and potential exposure pathways, ecological risk assessments, risk management plans that may include remediation and institutional controls, and analyses of brownfield cleanup alternatives (ABCA) for public review and comment. The task will include working with MDNR to gain approval of risk assessments and risk management plans and conducting community outreach to inform and involve stakeholders. Site eligibility determinations, including petroleum site eligibility determinations by MDNR, will be completed and submitted for each site prior to the start of site-specific activities, if not previously completed under the previous tasks. Programmatic costs associated with this task include staff services directly related to risk assessment activities such as preparation of scopes of work, services procurement, and review of deliverables.

Table 2: Activities, Outputs/Measure, Outcomes/Measures and Schedule for Tasks 2-4

MOA	MOA signed by Coalition Members	Signed prior to draw down of funds under this agreement
Select Sites for Phase I, Phase II or other site-specific activities	Perform Brownfield Eligibility Determination and submit to EPA	Ongoing; EPA will be notified no later than 30 days prior to the anticipated start

					of an assessment
Conduct Phase I Assessment Activities	Start date identified in Quarterly Reports	Jobs created (# of FTEs); Vacant properties reused (# of acres); Tax revenue increased (\$ increment); Development funds leveraged (\$ committed); Health risks addressed (population affected); infrastructure reused (# of acres); hire local brownfield job trainees (# hired).	Throughout first 1-2 years of grant, details provided in quarterly reports		
Prepare Phase I ESA Reports	Phase I ESA Reports Date completed reported in ACREs; Measure: Number of Phase I ESAs completed.		Throughout first 1-2 years of grant, details provided in quarterly reports		
Complete Property Profile Forms/Update ACREs	Enter Property Profile Forms into ACREs online database after assessment is completed		Entered into ACREs within the quarter they are completed		
Prepare Generic QAPP	Submit to USEPA or MDNR for approval (whichever applicable)		Ongoing, but no later than 60 days prior to anticipated start of environmental sampling activities		
Prepare Site-specific QAPP addenda/Sampling & Analysis Plan for Phase II ESAs	Submit SAP to USEPA or MDNR for approval (whichever applicable)		Ongoing but no later than 21 days prior to anticipated start of environmental sampling activities.		
Conduct Phase II Assessment Activities	Start date identified in Quarterly Reports	Same as for Phase I Assessments	Throughout first 1-2 years of grant, details provided in quarterly reports		
Prepare Phase II Report	Phase II Report for each site Date completed reported in ACREs; Measure: Number of Phase II ESAs completed		Ongoing		
Conduct Risk Assessment	Report of Risk Assessment, including related activities, for each site	Same as for Phase I Assessments	Ongoing		
Enroll sites into Voluntary Cleanup Program	Described in the Quarterly Report		Ongoing		
Risk Management Plan (RMP)	RMP for each enrolled site when	Help promote green remediation	Ongoing		

<p style="text-align: center;">DELETED</p>	<p style="text-align: center;">DELETED</p>	<p style="text-align: center;">DELETED</p>
<p>& Analysis of Brownfields Cleanup Alternatives (ABCA)</p>	<p>applicable. Technical Assistance public meeting for each RMP and ABCA. Measure: number of RMPs approved by MDNR</p>	<p>practices (# of green RMPs/ABCAs prepared)</p>
<p>Program Management</p>	<p>Quarterly progress reports, financial reports, final performance reports, ACRES entries and updates</p>	<p>Ongoing</p>

4. BUDGET

Table 3: Budget

Budget Categories	<u>Task 1</u> Community Outreach	<u>Task 2</u> Phase I AAI	<u>Task 3</u> Phase II Assessment	<u>Task 4</u> Risk Assessment	Total
Personnel	\$0	\$1,887	\$1,887	\$1,888	\$5,662
Fringe Benefits	\$0	\$509	\$509	\$510	\$1,528
Travel	\$1,200	\$0	\$0	\$0	\$1,200
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$750	\$0	\$0	\$0	\$750
Contractual	\$500	\$20,000	\$77,000	\$11,844	\$109,344
Other:	\$2,616	\$0	\$3,700	\$3,700	\$10,016
Total	\$5,066	\$22,396	\$83,096	\$17,942	\$128,500

Budget Narrative. The tasks shown above will be overseen by the City. The City will comply with all grant reporting requirements and will ensure that all contractors perform work in accordance with state and EPA guidelines. Project tasks in the budget are described as follows:

Personnel:

**Table 4
Allowed Personnel Costs**

Budget Period October 1, 2010 – September 30, 2013	
Position	Budget Amount
Brownfields Coordinator	\$3,595
Brownfields Development Specialist or other City Staff	\$3,595
Total	\$7,190

Note: Salary and Fringe (27%) are included in the budget amount

Personnel & Fringe: Personnel costs are based on labor estimated for the activities to be conducted under the tasks described in this work plan. Estimates are based on an estimated 77 hours (0.04 FTE) and an hourly rate \$36.76/hr and fringe of 27% for each position.

Equipment: N/A

Travel: \$1,200.

National brownfields conference: 1 person @ \$1,200

Supplies: \$ 750.

Mailing and duplication

Contractual: \$ 109,344.

Contractor support for public meetings: \$500

Eight Phase I ESAs: 8 @ \$2,500

Three Phase II ESAs: 3 @ \$25,666

One risk assessment: \$11,844

Other: \$ 10,016.

VCP fees: \$7,200

Public Meeting Advertisements: 4 meetings @\$600/per

Mobile messaging to communicate with stakeholders: 36 months @ \$6/month