

**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 ___ day of _____, 2015 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 Vacant Properties 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 December 19, 2014, a proposal for a Brownfields Coalition Assessment Grant in the amount of \$600,000.00, 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 Vacant Properties 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 a vacant properties inventory survey, Phase I and II environmental site assessments, petroleum site assessments and hazardous materials surveys, area redevelopment 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
Joe Tomlinson
Special Projects Analyst
415 E. 12th Street
Kansas City, MO 64106
(816) 881-6486
Jtomlinson@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@edckc.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: _____
Assistant City Attorney

ATTEST:

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

By: _____
City Clerk

By: _____
Jeffrey Williams, AICP
Acting Director, City Planning & Development
Department

State of Missouri)
)ss
County of Jackson)

BE IT REMEMBERED, that on this ___ day of _____, 2015, 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.

Notary Public

My commission expires: _____

ATTEST:

JACKSON COUNTY, MISSOURI

By: _____
Name:
Title:

By: _____
Name: Mike Sanders
Title: County Executive

State of Missouri)
)ss
County of Jackson)

BE IT REMEMBERED, that on the ____ day of _____, 2015, before me, the undersigned notary public in and for the county and state aforesaid, came **MIKE SANDERS** to me personally known, who being by me duly sworn did say that he is the **COUNTY EXECUTIVE of JACKSON COUNTY, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said county and that said instrument was signed and sealed on behalf of said corporation by authority of its board and said **MIKE SANDERS** 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.

Notary Public

My commission expires: _____

ATTEST:

**LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI**

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

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

State of Missouri)
)ss
County of Jackson)

BE IT REMEMBERED, that on the ____ day of _____, 2015, 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.

Notary Public

My commission expires: _____

Attachment 1
Cooperative Agreement

Attachment 2
Work Plan, Budget and Schedule