

**KANSAS CITY REGIONAL BROWNFIELDS ASSESSMENT COALITION
MEMORANDUM OF AGREEMENT BY AND BETWEEN THE
MID-AMERICA REGIONAL COUNCIL
AND
CITY OF KANSAS CITY, MISSOURI
AND
JACKSON COUNTY, MISSOURI
AND
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

This Memorandum of Agreement (Agreement or MOA) is entered into on the ____ day of December, 2020 by and between the MID-AMERICA REGIONAL COUNCIL (hereinafter referred to as “**MARC**”); THE CITY OF KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation of the State of Missouri (hereinafter referred to as “**KCMO**”); UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, a municipal corporation of the state of Kansas (hereinafter referred to as “**UNIFIED GOVERNMENT**”); and JACKSON COUNTY, MISSOURI (hereinafter referred to as “**JACKSON COUNTY**”) (collectively the “Coalition Members”). This Agreement documents the roles and responsibilities of the various parties involved in the Assessment Coalition with regards to the Kansas City Regional Brownfields Coalition Assessment Grant Project.

RECITALS

WHEREAS, the parties hereto, through their respective chief elected or appointed officials, each have previously declared their intent to enter into the Kansas City Regional Brownfields Assessment Coalition (hereinafter “Coalition”) and have confirmed their authority to enter into a cooperative agreement; and

WHEREAS, on May 6, 2020, a Brownfields Coalition Assessment Grant in the amount of \$600,000.00, (hereinafter the “Grant”), was awarded to MARC on behalf of the Coalition by the U.S. Environmental Protection Agency (EPA); and

WHEREAS, EPA and MARC have entered into a federal grant cooperative agreement No. BF 97782401, (hereinafter the “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 Coalition Members hereby agree to enter into the Coalition Memorandum of Agreement, (hereinafter the “Agreement”), for the purpose of implementing the Cooperative Agreement funded by the Grant. MARC shall be the Lead Member of the Coalition.

2. The Coalition shall be comprised of four members. The representation of the Coalition shall be as follows: one representative of MARC shall be appointed by the Executive Director of MARC, one representative of KCMO shall be appointed by the Mayor of Kansas City, Missouri; one representative shall be appointed by the Mayor/Chief Executive Officer of the UNIFIED GOVERNMENT; and, one representative of JACKSON COUNTY shall be appointed by the County Chief Executive. Each Coalition Member may appoint an alternate representative or designee to act in the designated representative’s stead.

3. Cooperative Agreement funds through the Coalition may be used for site inventory preparation, site selection criteria development, hazardous materials and petroleum environmental site assessments, planning (including cleanup and reuse planning) relating to brownfield sites, outreach materials and community engagement, and other eligible activities identified in the Work Plan approved by EPA for the Cooperative Agreement (as defined below), administrative costs (direct and indirect) and programmatic costs to the extent allowed by EPA for brownfield assessment grants, and as the Coalition members may agree (“Coalition Activities”).

4. It shall be an objective of the Coalition Members 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 between the KCMO, JACKSON COUNTY and UNIFIED GOVERNMENT, 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

5. MARC is responsible to EPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the award, and, with the cooperation of the other Coalition Members, ensuring, to the extent practicable, that all members of the Coalition are in compliance with the terms and conditions of the Cooperative Agreement.

6. It is the responsibility of MARC 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.

7. MARC shall administer the Cooperative Agreement and ensure compliance with all terms and conditions of such agreement with assistance from KCMO pursuant to a subaward agreement (as further provided herein, below). A copy of the Cooperative Agreement is attached to this Agreement as Attachment 1. MARC shall administer a Work Plan, as amended and approved by EPA (the "Work Plan"), for the purpose of implementing the Cooperative Agreement. To the extent possible, the terms of the Work Plan, including the Work Plan budget and schedule,

shall be acceptable to all Coalition Members. A copy of the current Work Plan is attached to this Agreement as Attachment 2.

8. The Work Plan identifies three priority sites to be addressed by the Grant: the Chouteau Courts Priority Site at 1200, 1408 Independence Ave. in Kansas City, MO; the Grandview Priority Site at 519 Blue Ridge Boulevard in Jackson County, MO; and the Northeast Grocery Priority Site at 1726 Quindaro Boulevard in Kansas City, KS. In addition to these three priority sites, MARC will ensure that a minimum of seven (7) non-priority sites are assessed over the life of the Cooperative Agreement unless otherwise agreed to by the Coalition Members, subject to EPA approval. There shall be assessed a minimum of two (2) sites nominated by KCMO, a minimum of two (2) sites nominated by UNIFIED GOVERNMENT, and a minimum of two (2) sites nominated by JACKSON COUNTY. At least one additional non-priority site will also be approved by the Coalition. No single site, or group of properties treated as a single site, will utilize a total of more than \$100,000 of the Coalition Grant resources without the unanimous written consent of the Coalition Members. Additional non-priority sites identified by Coalition Members will be selected for assessment, funds permitting.

9. Except as otherwise herein provided, all Coalition actions, including the selection of sites and approval of assessment projects, shall be approved by a majority vote of Coalition Representatives in attendance at a public meeting, after members of the public have been invited to provide input. In the event of a tie vote, the motion voted upon shall fail in accordance with Roberts Rules of Order. Notwithstanding the foregoing provisions regarding Coalition voting, no site shall be selected, or assessment project approved, without the approval of the Coalition Member(s) in whose municipal jurisdiction(s) the site or project is located. In addition, all sites and projects shall be selected according to a process and set of criteria agreed upon by the Coalition that includes public participation, confirms site and program eligibility, advances the goals and objectives of the

Grant and Work Plan, and strives to ensure that projects will address the needs of disadvantaged communities. Selected sites and projects will be evaluated by MARC for eligibility under the Cooperative Agreement. Eligibility evaluations will be submitted to EPA for review and concurrence to ensure eligibility prior to any site-specific work being conducted.

10. For Coalition Activities approved at designated sites in all Coalition member jurisdictions, MARC shall procure environmental or other eligible professional services, manage contracts, and pay eligible expenses using Grant funds, all in accordance with the Cooperative Agreement terms and conditions. MARC, with assistance from KCMO pursuant to a sub-award agreement (discussed below), will work independently and with Coalition members to ensure compliance with all Cooperative Agreement terms and conditions for all Coalition activities, including site eligibility determinations, procurement, design of eligible assessment project scopes of work, project management, progress reporting, ACRES entries, and other eligible programmatic activities related to Coalition site activities.

11. MARC shall conduct procurement for eligible Coalition activities and costs in compliance with the Cooperative Agreement and applicable federal grant administration regulations. MARC may issue Requests for Proposals, Requests for Qualifications, or utilize other appropriate solicitation methods for the purpose of completing work plan activities. Coalition jurisdictions will assist MARC in selection processes and MARC will be the entity solely responsible for the final selection and award of contracts.

12. In accordance with the budget of the approved Work Plan, up to 5 percent of the Grant funds may be utilized by MARC for eligible administrative direct or indirect costs associated with the implementation of the Cooperative Agreement, the Coalition program and specific Coalition activities. In addition, MARC may utilize Grant funds for eligible programmatic activities, such as ensuring compliance with the Cooperative Agreement, including community

outreach and information, progress reporting, and financial reporting and recordkeeping.

13. In compliance with applicable federal grant administrative regulations concerning procurement, and in accordance with the budget of the approved Work Plan, MARC may enter into contracts with consultants and other professionals for performance of approved activities funded by the Grant through the Cooperative Agreement, including a Qualified Environmental Professional to provide technical support for Coalitions site assessment activities.

14. As provided by the approved Work Plan and budget, MARC will also enter into a sub-award agreement with KCMO to obtain programmatic and project management support to establish and operate the Coalition program for environmental assessments. Support may include assistance with solicitation, procurement, oversight and day to day management of environmental assessment and planning activities, and related programmatic activities to ensure compliance with Cooperative Agreement terms and conditions, including requirements concerning reporting obligations, data quality, ACRES database entries, Davis-Bacon Act, MBE/WBE/DBE, etc.) Under the sub-award agreement, MARC may also request and receive assistance from KCMO in performance of eligible programmatic activities, including the following grant management responsibilities: monitoring compliance with cooperative agreement terms and conditions; preparing quarterly progress reports; preparing and updating property profile forms; tracking and reporting minority-owned enterprise (MBE) and women-owned enterprise (WBE) participation; and other grant management activities in accordance with the approved Work Plan.

15. MARC shall work with Coalition Members to develop, adopt and implement an appropriate Community Involvement Plan (CIP).

16. MARC shall work with Coalition Members to prepare and post notices and convene public stakeholder meetings, provide meeting space, translation and accessibility services (as needed), and coordinate public outreach and involvement activities as directed by the CIP.

17. MARC shall coordinate Coalition project activities with other relevant MARC regional partnerships and initiatives to promote awareness of Coalition program assistance and resources with communities and unincorporated areas throughout the Coalition project area.

18. MARC will be responsible for submitting all financial and programmatic reports to EPA to fulfill conditions of the Kansas City Regional Brownfields Coalition Assessment Grant and will provide for an annual audit for the grant.

Coalition Members General Responsibilities

1. Coalition Members shall designate and authorize a representative to participate on their behalf in the Coalition and Coalition-related activities. Coalition Members shall ensure their representatives to the Coalition are duly appointed and will actively participate in the meetings and activities of the Coalition.

2. Coalition Members shall comply with all terms and conditions of the Cooperative Agreement and Work Plan that are applicable to the Coalition Members, including laws, regulations, executive orders and policies made applicable by the Cooperative Agreement.

3. No Coalition Member, other than MARC, shall expend, obligate, or pledge any funds of MARC, the Grant, or the Cooperative Agreement for Coalition Activities, or enter into any agreement to expend, obligate, or pledge such funds.

4. Coalition Members shall provide to each other, and contractors undertaking Coalition activities, access to properties, documents, reports, and information, as allowed by law, within their control or possession concerning the activities of the Coalition.

5. Coalition Members shall provide to each other such other reasonable non-monetary assistance, as necessary, to ensure compliance with the terms and conditions of the Cooperative Agreement. No Coalition Member shall undertake any activity or task that may, in any way, hinder the MARC's ability to maintain compliance with the Grant or the Cooperative Agreement.

Ownership of Documents

It is the intent of the parties to this Cooperative Agreement that all information, data, photographs, field notes, works of authorship, research papers and other work product and materials of every kind created or produced pursuant to this Cooperative Agreement and the Work Plan approved by EPA ("Work Product") shall be considered public documents and not subject to copyright or intellectual property.

Amendments to this Cooperative Agreement

Any changes or amendments to this Cooperative Agreement requires the written approval of all parties.

Termination of this Cooperative Agreement

1. Any party entering into this Cooperative Agreement may seek termination of this Agreement at any time by giving the other parties to this Agreement a written request.
2. In the event of any such termination request, the party seeking to terminate this agreement will remain responsible for completing project tasks and associated reporting requirements supported by this EPA grant.

Notices

Any action required under this Agreement requires notice to the contacts for each authorized representatives of the Coalition. Contact information for the authorized representatives of the Coalition is as follows:

For MARC:

Executive Director David Warm (or designee)
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City MO 64105-1659
dwarm@marc.org

With a copy to:
Tom Jacobs
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City MO 64105-1659
tjacobs@marc.org

For UNIFIED GOVERNMENT:

Mayor/CEO David Alvey (or designee)
Unified Government of Wyandotte County/Kansas City, Kansas
One McDowell Plaza
701 N. 7th Street
Kansas City, KS 66101
dalvey@wycokck.org

With a copy to:
Stephanie Moore
Management Analyst
Unified Government of Wyandotte County/Kansas City, Kansas
One McDowell Plaza
701 N. 7th St., 4th Floor
Kansas City, KS 66101
smmoore@wycokck.org

For KCMO:

Mayor Quinton Lucas (or designee)
City of Kansas City, Missouri
City Hall, 29th Floor
414 E. 12th Street
Kansas City, MO 64106
Quinton.lucas@kcmo.org

With a copy to:

Andrew Bracker
Brownfields Coordinator
City Hall, 16th Floor
414 E. 12th Street

Kansas City, MO 64106
Andrew.bracker@kcmo.org

For JACKSON COUNTY:

Frank White, Jr. (or designee)
Jackson County Executive
Jackson County Courthouse
415 E. 12th Street, 2nd Floor
Kansas City, MO 64106
fwhite@jacksongov.org

With a copy to:

Matt Davis
Project Manager
Rock Island Rail Corridor Authority
Jackson County Parks & Recreation
22807 SW Woods Chapel Rd
Blue Springs, MO 64015
mdavis@jacksongov.org

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.

FOR MID-AMERICA REGIONAL COUNCIL

Date: _____

By: _____
David A. Warm
Executive Director

FOR CITY OF KANSAS CITY, MISSOURI
A Constitutionally Chartered Municipal
Corporation of the State of Missouri

Date: _____

By: _____
Quinton Lucas
Mayor

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/ KANSAS CITY, KANSAS**

Date: _____

By: _____
David Alvey
Mayor/CEO

FOR JACKSON COUNTY, MISSOURI

Date: _____

By: _____
Frank White, Jr.
County Executive

Attachment 1
Cooperative Agreement

Attachment 2
Work Plan, Budget and Schedule