

BROWNFIELDS ASSESSMENT COALITON
MEMORANDUM OF AGREEMENT
BETWEEN THE FOLLOWING PARTIES:
XX, YY, AND ZZ

PLEASE NOTE: The following eight items are the MINIMUM elements that must be included in an Assessment Coalition Memorandum of Agreement (MOA). Applicants are responsible for adhering to these elements and signing this MOA prior to the expenditure of any assessment funds. Members may choose to add elements to this MOA. The MOA is required per the Brownfields Assessment Grant Terms and Conditions and must be reviewed by the EPA Project Officer to ensure (1) all required MOA elements are included; (2) all coalition members have signed the MOA; and (3) any additional MOA elements are legal under the Brownfields Law and do not contradict Assessment Grant Terms & Conditions.

This Memorandum of Agreement documents the roles and responsibilities of the various parties involved in the Assessment Coalition with regard to EPA Cooperative Agreement No: BFxxxxxxxx.

1. On _____ EPA awarded the Cooperative Agreement to the Lead Coalition Member XX. The grant period is October 1, 20## through September 30, 20##. XX 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.
2. It is the responsibility of XX to provide timely information to the other Coalition Partners regarding the management of the cooperative agreement and any changes that may be made to the cooperative agreement over the period of performance.
3. The Coalition Partners are YY and ZZ. The contact information is as follows:

YY
Project Manager
Address
Phone Number
Email Address

And

ZZ
Project Manager
Address
Phone Number
Email Address

4. Activities funded through the cooperative agreement may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation, and other eligible activities. XX may retain consultant(s) 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 XX for proper expenditure of funds.

5. The Lead Coalition Member will procure the consultant(s) in compliance with 40 CFR 31.36 requirements. The Lead Coalition Member will issue the Request for Proposals or Request for Qualifications and will be the entity responsible for receipt of the submitted proposals and selection and award of contracts. XX will consult with other coalition members in making selections of consultants and contractors and negotiating the terms of agreements.
6. The Lead Coalition Member, in consultation with the Coalition Partners, will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of five sites are assessed over the life of the cooperative agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility. Note: *Lead Coalition member and each of the Coalition Partners may agree upon a minimum number of sites assessed per member at the start of the cooperative agreement to ensure equitable distribution of funds across all members' jurisdictions.*
7. Upon designation of the specific sites, it will be the responsibility of XX 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 this member to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If this member does not have the capacity to perform these activities XX may assist in securing necessary site access agreements and permits.
8. The Lead Coalition Member is responsible for ensuring that other activities as negotiated in the workplan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by XX and the coalition member in whose geographic area the site to be assessed is located.

Agreed:

XX Lead Coalition Member/Date

YY Coalition Partner/Date

ZZ Coalition Partner/Date