

BROWNFIELDS ASSESSMENT COALITION

MEMORANDUM OF AGREEMENT BETWEEN THE FOLLOWING PARTIES: City of Stockton, Successor Agency to the Former Redevelopment Agency of the City of Stockton, and San Joaquin Council of Governments, dated _____, 2018.

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. 99T74401.

1. On August 22, 2018, EPA awarded the Cooperative Agreement to the Lead Coalition Member City of Stockton ("CITY"). The grant period is October 1, 2018 through September 30, 2021. 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.
2. It is the responsibility of CITY 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 Successor Agency to the Former Redevelopment Agency of the City of Stockton ("SUCCESSOR AGENCY") and San Joaquin Council of Governments ("SJCOG"). The contact information is as follows:

SUCCESSOR AGENCY

Kurt O. Wilson
425 N. El Dorado St
(209) 937- 8212
Kurt.Wilson@stocktonca.gov

And

SJCOG

Andrew T. Chesley
555 E Weber Ave
Stockton, CA 95202
(209) 235-0565
achesley@sjcog.org

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. CITY 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 CITY 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. CITY 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. At least one assessment site shall be on CITY-owned real property, one shall be on SUCCESSOR AGENCY-owned real property, and one shall be in the County of San Joaquin.
7. The Lead Coalition Member and each of the Coalition Partners shall agree upon at least one site to be assessed in each of the three entities' jurisdictions.
8. 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 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 CITY may assist in securing necessary site access agreements and permits.
9. 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 CITY and the coalition member in whose geographic area the site to be assessed is located.

Agreed as of the date first set out above.

CITY, Lead Coalition Member:

CITY OF STOCKTON

By: _____
KURT O. WILSON
CITY MANAGER

ATTEST:

CHRISTIAN CLEGG, DEPUTY CITY CLERK/
INTERIM CITY CLERK OF THE CITY OF
STOCKTON

APPROVED AS TO FORM AND CONTENT:
OFFICE OF THE CITY ATTORNEY

By: _____
CITY ATTORNEY

SUCCESSOR AGENCY:

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE
CITY OF STOCKTON

By: _____
KURT O. WILSON
EXECUTIVE DIRECTOR

SJCOG:

SAN JOAQUIN COUNCIL OF GOVERNMENTS

By: _____
ANDREW T. CHESLEY
EXECUTIVE DIRECTOR