

**ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS ASSESSMENT COALITION GRANT MEMORANDUM
OF AGREEMENT**

Between City of Manitowoc, City of Two Rivers and Progress Lakeshore

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: BF-_____.

RECITALS

A. On _____, USEPA awarded the Cooperative Agreement to the Project Lead (City of Manitowoc). The grant period is October 1, 2021 through September 30, 2024, unless an alternative schedule is accepted by USEPA. The Project Lead 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.

B. It is the responsibility of the Project Lead 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.

C. The Coalition Partners are the City of Manitowoc, the City of Two Rivers, and Progress Lakeshore. The contact information is as follows:

City of Manitowoc
Adam Tegen
900 Quay Street
Manitowoc, WI 54220
920-686-6930
ategen@manitowoc.org

And

City of Two Rivers
Elizabeth Runge
1717 East Park Street
Two Rivers, WI 54241
920-793-5564
erunge@two-rivers.org

And

Progress Lakeshore
Jamie Zastrow
202 North 8th Street
Suite 101
Manitowoc, WI 54220
920-482-0540
jamie@progresslakeshore.org

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- A. **Term of Agreement.** On October 1, 2021, or sooner, the City of Manitowoc shall assume lead operation of the EPA Grant planning, oversight and administration. Operation shall continue through the grant performance period.
- B. **Project Activities.** 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. The City of Manitowoc retained Stantec under 2 CFR 200.317-326 to undertake various activities funded through the cooperative agreement and may award subgrants to other coalition members under 2 CFR 200.330 for assessment projects in their geographic areas. Subgrantees are accountable to the City of Manitowoc for proper expenditure of funds. 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.
- C. **Use of Contractor(s).** The Lead Coalition Member has procured Stantec as a consultant in compliance with 2 CFR 200.317-326 requirements. As the Lead Coalition Member who issued the Request for Proposals, the City of Manitowoc will be the main point of contact between the Coalition and consultant. Upon designation of the specific sites, it will be the responsibility of the City of Manitowoc 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.
- D. **Permitting and Easements.** 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 the City of Manitowoc may assist in securing necessary site access agreements and permits.
- E. **Budget oversight and grant administration.** Oversight and administration of the approved EPA Grant Project shall be provided by the City of Manitowoc. The EPA Grant Project approved budget is as follows:

EPA Grant Participants	Program Management	Inventory & Prioritization	Phase I, II & Site Investigations	Remedial Planning	Community Outreach	TOTALS
City of Manitowoc-Project Lead	\$16,800	\$4,000	\$127,225	\$10,625	\$19,740	\$178,390
City of Two Rivers	\$0	\$3,000	\$85,000	\$7,080	\$1,530	\$96,610
Progress Lakeshore	\$0	\$2,000	\$42,430	\$3,540	\$1,530	\$49,500
Uncommitted	\$0	\$0	\$254,245	\$21,255	\$0	\$275,500
TOTAL BUDGET	\$16,800	\$9,000	\$508,900	\$42,500	\$22,800	\$600,000

- F. **Roles & Responsibilities** - 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 the City of Manitowoc and the coalition member in whose geographic area the site to be assessed is located.
- G. **Brownfields Advisory Committee.** General oversight of the activities proposed to be undertaken and modifications to the budget, including designation of the uncommitted funds, of the EPA Grant shall be provided by a Brownfields Advisory Committee (BAC). Members of the Committee shall include representatives of Lakeshore Technical College Representative, Chamber of Commerce Representative, Progress Lakeshore Representative, City of Two Rivers Representative, City of Manitowoc Representative, and 4 Citizen Representatives.
- H. **Termination.** This Agreement shall terminate when the objectives of the EPA Grant Contract are fulfilled on or before October 31, 2024. If the coalition parties are unable to fulfill the objectives outlined in the EPA Grant Project, EPA shall be contacted within 15 days to discuss contract amendments.
- I. **Miscellaneous.** In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin. Time is of the essence of this Agreement and of each and every provision hereof.
- J. **Entire Agreement.** This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this EPA Brownfields Assessment Coalition Grant Memorandum of Agreement effective on _____.

City of Manitowoc

City of Two Rivers

Justin M. Nickels, Mayor

Greg Buckley, City Manager

Dated: _____

Dated: _____

Progress Lakeshore

Jamie Zastrow, Executive Director

Dated: _____