

REUSE IDAHO BROWNFIELDS COALITION (RIBC) MEMORANDUM OF AGREEMENT

1.0 PARTIES TO THE AGREEMENT

This Agreement is made and entered into by and between IDA-ORE Planning and Development (dba Economic Development District Region III), herein referred to as "EDDR3", and the Idaho Department of Environmental Quality, herein referred to as "IDEQ", who are referred to herein collectively as "PARTIES". The PARTIES will function as part of the "Reuse Idaho Brownfields Coalition", herein referred to as "RIBC", in performing the activities outlined in this Agreement. Additional entities may be invited to join the RIBC at a later date with the consent of EDDR3 and IDEQ.

2.0 PURPOSE, ROLES AND RESPONSIBILITIES

2.1. RIBC Purpose

The purpose of this Agreement is to define areas of collaboration needed to meet the business and technical responsibilities established by EPA for coalitions receiving EPA grant funds to capitalize a Brownfield Cleanup Revolving Loan Fund (hereinafter "BCRLF").

2.2. RIBC Members Roles and Responsibilities

- A. All RIBC Members. By entering into this MOU, each RIBC member agrees to:
 - i. Employ best efforts to function as a true partner in the RIBC by, among other things, communicating with and educating fellow RIBC members and the public concerning technical, policy and financial issues that are central to the RIBC's success;
 - ii. Conduct public outreach, marketing efforts and community involvement related to the BCRLF in their area of responsibility;
- B. EDDR3 as "Cooperative Agreement Recipient (CAR)". By entering in to this MOU as the designated Lead Agency, EDDR3 agrees to:
 - i. Administer the EPA Cooperative Agreement;
 - ii. Be accountable to the EPA for proper expenditure of grant funds;
 - iii. Designate a point of contact for other coalition members, EPA and the public;

- iv. Manage and service all loan and sub grant agreements;
 - v. Conduct loan applicant fiscal reviews and provide loan underwriting and servicing as required by the program;
 - vi. Provide closing documents, and Request for Funds budget reconciliation spreadsheets;
 - vii. Review Request for Funds budget reconciliation spreadsheets for each invoice submission prior to disbursing loan funds.
 - 1. Review each Task item in the Voluntary Remediation Work Plan budget and determine if the 50% or 75% drawdown milestone has been reached.
 - 2. When either the 50% or 75% milestone is reached for a particular Task, notify IDEQ to determine if the Voluntary Remediation Work Plan completion status is consistent with the budget draw down status.
 - 3. Organize project review meetings if IDEQ identifies deviations between the Voluntary Remediation Work Plan completion status and the budget drawdown status.
 - a. Project review meetings will include loan/sub grant recipients, contractors, IDEQ and EDDR3 representatives.
 - viii. Disburse loan funds to approved loan/grant recipients within five business days of IDEQ invoice approval;
 - ix. Maintain all records for each loan for a period of not less than ten (10) years, and in accordance with EPA's BCRLF Administrative Manual and any additional record management/retention requirements in the Cooperative Agreement;
 - x. Prepare the EPA-required quarterly and annual reports by the reporting due dates. Provide copies of the reports to other RIBC Members.
- C. IDEQ as "Qualified Environmental Professional". By entering into this MOU, IDEQ agrees to perform the following actions:
- i. Designate a representative for the RIBC and support the designee's participation in RIBC activities;

- ii. Identify candidate Brownfields sites through the IDEQ Brownfields Assessment program and other IDEQ waste and remediation program site records as eligible to apply for a loan and/or sub-grant from the RIBC. For eligible sites known to be in actionable redevelopment status, provide site details to EDDR3 for further project development;
- iii. Identify, on an ongoing basis, Brownfields sites and provide information/assistance to eligible applicants considering using the BCRLF to revitalize the Brownfields site;
- iv. Provide technical oversight and review of all cleanups conducted using BCRLF funds in a manner consistent with Idaho's Voluntary Cleanup Program;
 1. Review cleanup project invoices to determine if expenses are consistent with the Voluntary Remediation Work Plan within 5 business days of invoice submission;
 2. Notify EDDR3 of invoice review findings and invoice approval/rejection within 5 business days of invoice submission;
 3. Notify the contractor of any ineligible expenses within 5 business days of invoice submission;
 4. Evaluate Voluntary Remediation Work Plan completion status relative to budget drawdown when notified by EDDR3 that the 50% or 75% drawdown milestone has been reached for a particular Task;
 5. Provide Site Manager input at Project Review meetings to reconcile Voluntary Remediation Work Plan budget contingencies.

3.0 Dispute Resolution

All disputes should be resolved through collaborative process. Disputes of any nature should be dealt with immediately in the context of the meeting and published agenda. In the case of complex disputes, EDDR3 shall call a special meeting to address such disputes. Should the special meeting fail to resolve the dispute, or if the disputes involve technical or administrative language or responsibilities pertinent to the EPA's requirements for managing the BCRLF, the RBIC will seek resolution through the EPA Region 10 Brownfields Program Project Officer.

4.0 Hold Harmless and Liability Limitation

The PARTIES shall protect and hold harmless the other parties from and against all claims, suits or actions arising from any negligent act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under the terms of this Agreement.

Nothing in this Agreement shall be construed as limiting or expanding the statutory or regulatory responsibilities of the PARTIES in performing functions granted to them by law; or as requiring either to expend any sum in excess of its respective appropriation; or expanding the liability of either party. In the event of a liability claim, each party shall defend their own interest. No party shall be required to provide indemnification of the other party. Each and every provision of this agreement is subject to the laws and regulations of the State of Idaho and of the United States of America.

5.0 Amendments

Amendments to this Agreement shall become effective upon mutual agreement and written approval of the PARTIES.

6.0 MOU Effective Date and Termination

6.1 Effective Date. The effective date of this Agreement shall be the date of signature by the last RIBC Member, and the Agreement shall remain in effect until terminated.

6.2 Termination. The Agreement may be terminated by any Party with thirty (30) days written notice to each RIBC Member. Unless otherwise terminated pursuant to the previous sentence, the Agreement will terminate one (1) year from the effective date, provided however; the Agreement may be extended for subsequent one (1) year terms upon written agreement of the PARTIES. If this Agreement is terminated while funds remain in the BCRLF, such termination will have no effect on the continuing viability of any other documents, policies, agreements, projects or arrangements associated with the BCRLF.

7.0 Entire Agreement

This Agreement contains all the terms and conditions agreed to by the PARTIES. No other understandings, oral or otherwise, regarding the BCRLF and the RIBC shall be deemed to exist or bind the parties hereto.

Signatories

***IDA-ORE Planning and Development Economic Development District Region III
(EDDR3) - Cooperative Agreement Recipient***



Signature

Kendra Kenyon, President

10/28/2012

Date

***Idaho Department of Environmental Quality (IDEQ) - Qualified Environmental
Professional***



Signature

Curt Fransen, Director

11/8/12

Date