

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MOSCOW, IDAHO  
MOSCOW URBAN RENEWAL AGENCY AND LATAH COUNTY  
FOR THE BROWNFIELDS ASSESSMENT COALITION GRANT

I. PARTIES

This document is a Memorandum of Understanding between City of Moscow, Idaho, the Moscow Urban Renewal Agency, and Latah County (hereinafter "MOU"). Together, the City of Moscow, Idaho (hereinafter "CITY"), the Moscow Urban Renewal Agency (hereinafter "MURA") and Latah County (hereinafter "COUNTY") shall be referred to hereinafter as the "Coalition".

II. PURPOSE

Purpose. The purpose of the MOU is to create a Brownfields Assessment Coalition among CITY, MURA and COUNTY, for the purpose of administering the terms and conditions of the Environmental Protection Agency (EPA) 2010 Brownfields Assessment Coalition Grant award (hereinafter the "Grant"); designating CITY as the "Lead Coalition Member" for the term of the Grant; to facilitate and support CITY as the "Lead Coalition Member" for the purpose of administering the terms and conditions of the Grant; and to promote and sustain other activities necessary for the proper management and administration of the Grant, as agreed by the Coalition.

This MOU is meant to assist CITY in conducting environmental site assessments and cleanup planning for various properties along a former railroad/industrial corridor in Moscow, Idaho; and an industrial park area south of Moscow in Latah County, Idaho. The Coalition wishes to expedite redevelopment of the various potentially distressed properties in order to improve environmental, economic, and social conditions for the greater Moscow community in conformance with the Grant awarded by EPA Cooperative Agreement No. BF-00J24101.

Objectives. The objectives necessary to meet this goal are to 1) conduct site inventory and site selection activities, 2) prepare environmental site assessments and cleanup planning for selected properties, 3) leverage Grant funding and assessment work to promote redevelopment within the corridor and the industrial park areas. In addition to these specific objectives, the Project will also have a strong component of public outreach and education throughout the Project.

General Description. CITY is the primary grant recipient for this Project and will work as a member of the Coalition. CITY has an active program to support economic development throughout the region and is the lead Coalition Member and Project Manager in the Coalition. MURA supports economic development and brownfields remediation within the Legacy Crossing Urban Renewal District, a one hundred sixty three (163) acre redevelopment area generally located between downtown Moscow and the University of Idaho campus. COUNTY also supports economic development throughout the Latah County and is an active partner with

CITY on the Southeast Moscow Industrial Park Master Plan Project (which is located at the southern end of the Project area). The Coalition will work collaboratively with the Environmental Protection Agency (EPA) and the Idaho Department of Environmental Quality (IDEQ) throughout the three (3) year term of this Project.

The properties that have been preliminarily identified for assessment through this Project are located within a former railroad and industrial use corridor that extends from the northern edge of Moscow's downtown near "A" Street and extending to the southern edge of the Moscow City limits where Highway 95 leaves Moscow to the south toward Lewiston. Five (5) exemplar properties that have high potential for assessment and cleanup planning through this Project have been identified for assessment. In addition to containing a majority of the abandoned and distressed properties in and around Moscow, the Project area is also densely populated with a wide range of housing types and income levels. This corridor also includes Paradise Creek and Paradise Path, which serve as much needed green space and pedestrian access for sensitive populations in the downtown Moscow core.

### III. ORGANIZATIONAL STRUCTURE, RESPONSIBILITIES, AND MEMBERSHIP

#### Organizational Structure and Responsibilities

- A. Coalition Partners. Coalition members for this grant include CITY, MURA, and COUNTY. The Coalition members agree that CITY will assume primary responsibility for Project management of this Grant. Coalition members will each designate one (1) representative to the Core Working Group, as defined in the work plan.
- B. Lead Coalition Member. CITY agrees to act as the Lead Coalition Member according to this MOU. It is the responsibility of CITY to provide timely information to the other Coalition members regarding the management of the cooperative agreement work plan and any changes that may be made to the cooperative agreement work plan over the period of performance. Other Coalition members participate only in an advisory capacity and will not provide any supervision over any aspect of the Project.

Lead Coalition Member Activities. CITY will procure Project consultant(s) in compliance with 40 CFR 31.36 requirements. CITY will be the entity responsible for receipt of the submitted proposals and selection and award of contracts.

Selection of Properties. CITY, in consultation with the Coalition, will work to develop a selection process based on agreed upon factors and will ensure that a minimum of five (5) properties are assessed over the term of this MOU. Selected properties will be submitted to EPA for prior approval to ensure eligibility.

- C. Coalition Activities. Upon designation of the specific sites, it will be the responsibility of CITY to work with the property owners and the Coalition

member in whose geographic area the site is located to finalize the scope of work for the consultant or contract. It will be the responsibility of CITY to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site.

Activities funded through this MOU may include inventory preparation, development of site selection criteria, assessments, planning (including cleanup planning) relating to various properties, and outreach materials and implementation, and other eligible activities. CITY may retain consultant(s) and contractors under 40 CFR 31.36 to undertake various activities funded through the cooperative agreement.

CITY Economic Development Specialist/Urban Renewal Executive Director will serve as the Project Manager and will serve as the primary contact for the EPA Brownfields Project Officer. CITY Grants Manager, as the Project Controller, will also serve as the secondary contact for the EPA Brownfields Project Officer for all procedural and monitoring activities and will be responsible for overseeing all of the monitoring, reporting, compliance, and procurement requirements for the Project and has primary responsibility for managing the City's grant portfolio.

At least one representative from each of the Coalition members will be a member of the Core Working Group identified in the grant work plan.

#### IV. GENERAL PROVISIONS

##### Hold Harmless and Liability Limitation

The Coalition members shall protect and hold harmless the other members from and against all claims, suits or actions arising from any negligent act or omission of that member's employees, agents and/or authorized subcontractors(s) while performing under the terms of this MOU.

Nothing in this MOU shall be construed as limiting or expanding the statutory or regulatory responsibilities of the individual Coalition members in performing functions granted to them by law, or expanding the liability of any 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 MOU is subject to the laws and regulations of the State of Idaho and of the United States of America.

##### Coalition Members Contact Information

City of Moscow  
City Supervisor  
P O Box 9203  
Moscow, ID 83843

Moscow Urban Renewal Agency  
Executive Director  
P O Box 9203  
Moscow, ID 83843

Latah County Commissioners  
Chair  
P O Box 8068  
Moscow, ID 83843

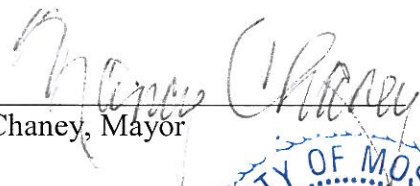
### Dispute Resolution

All disputes should be resolved through collaborative process and consultation of the Coalition as a matter of priority. Disputes of any nature should be dealt with immediately in the context of the meeting and published agenda. Should disputes involve technical or administrative language or responsibilities pertinent to EPA's requirements, the Coalition will seek resolution through the EPA Region 10 Brownfields Program Manager.

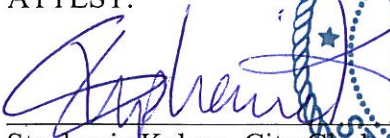
### Termination

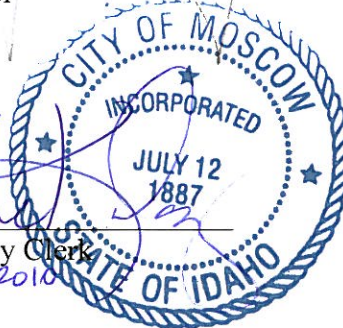
Any Coalition member may terminate this MOU by providing thirty (30) day written notice to the other member. Otherwise this MOU shall survive until the terms and conditions of the Grant have expired or have been completed.

CITY OF MOSCOW

  
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Nancy Chaney, Mayor

ATTEST:

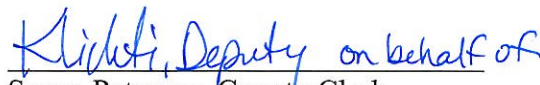
  
\_\_\_\_\_  
Stephanie Kalasz, City Clerk  
*Approved Nov. 1, 2010*




LATAH COUNTY

  
\_\_\_\_\_  
Jennifer Barrett, Chair

ATTEST:

  
\_\_\_\_\_  
Susan Petersen, County Clerk  
*11-3-10*

MOSCOW URBAN RENEWAL AGENCY

  
\_\_\_\_\_  
John McCabe, Chair  
*Approved Oct. 27, 2010*