

BROWNFIELDS ASSESSMENT COALITION
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is between the CITY OF RICHMOND (the “City”), the COUNTY OF CONTRA COSTA (the “County”), EDEN HOUSING, INC. (“Eden”), and COMMUNITY HOUSING AND DEVELOPMENT CORPORATION OF NORTH RICHMOND (“CHDC”). The City, the County, Eden, and CHDC are each a “Coalition Member.”

This MOA documents the roles and responsibilities of the Coalition Members involved in the Assessment Coalition with regard to the U.S. Environmental Protection Agency (“EPA”) Cooperative Agreement No. BF98T22601 (the “Cooperative Agreement”).

Agreement

1. Cooperative Agreement Award; Compliance with Cooperative Agreement. On July 27, 2021, EPA awarded the Cooperative Agreement to the City. The project period is October 1, 2021, through September 30, 2024 (the “Project Period”). The City is responsible to the EPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all Coalition Members are in compliance with the terms and conditions of the Cooperative Agreement.
2. Timely Communications. It is the responsibility of the City to provide timely information to the other Coalition Members regarding the management of the Cooperative Agreement and any changes made to the Cooperative Agreement during the Project Period.
3. Contacts. The Coalition Members are the City, the County, CHDC and Eden. The contact information for each Coalition Member is as follows:

City of Richmond
Charice Duckworth, Development Project Manager
Community Development Department – Housing
450 Civil Center Plaza
Richmond, California 94804
Email: charice_duckworth@ci.richmond.ca.us

Contra Costa County Public Works Department
Jessica Dillingham, Principle Real Property Agent
255 Glacier Drive
Martinez, CA 94553
Email: jessica.dillingham@pw.cccounty.us

Community Housing Development Corporation of North Richmond
Joanna Griffith, Director Real Estate Development
1535 Fred Jackson Way, Suite A
Richmond, CA 94801
Email: jgriffith@communityhdc.org

Eden Housing, Inc.
Matt Schreiber, Project Developer
22645 Grand Street
Hayward, CA 94541
Email: Matt.Schreiber@edenhousing.org

4. Use of Cooperative Agreement Funds. Activities funded through the Cooperative Agreement may include brownfields inventory preparation, site selection criteria development, assessments, planning related to brownfield sites (including cleanup planning), outreach materials and implementation, and other eligible activities. The City may retain consultants and contractors 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 for proper expenditure of funds.
5. Contracts. The City, in compliance with 2 CFR 200.317-326 regulations, has amended its existing contract with Stantec Consulting Services for an additional three-year period for environmental engineering services in association with the Cooperative Agreement. The City will maintain responsibility for the execution and payment of all invoices associated with services performed by Stantec Consulting Services under the contract.

The City will issue any requests for proposals or requests for qualifications needed to carry out Cooperative Agreement-funded projects and will be responsible for receiving and reviewing submitted proposals and for awarding contracts. The City will consult with other Coalition Members in selecting consultants and contractors and negotiating the terms of agreements.

6. Five-Site Minimum. The City, in consultation with other Coalition Members, will develop a list of proposed project sites that includes a minimum of five sites being assessed during the term of the Cooperative Agreement, and each Coalition Member having an ownership or controlling interest in at least one site on the list. Selected sites will be submitted to the EPA for prior approval to ensure eligibility.
7. Site Specific Agreements. Upon designation of the specific sites, it will be the responsibility of the City to work with the Coalition Member(s) having site control to finalize the scope of work for the consultant or contractor performing work at the site. It will be the responsibility of the Coalition Member(s) having site control to obtain all required permits, easements, and/or access agreements necessary to undertake assessments of the selected site. If the Coalition Member(s) with site control cannot

perform these activities, the City may assist in securing the necessary site access agreements and permits.

8. Other Workplan Activities. The City is responsible for ensuring that other activities negotiated in the workplan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by the City and the Coalition Member(s) having site control.

Agreed by all parties effective the first day of the Grant Period, which was October 1, 2021.

CITY OF RICHMOND, a municipal corporation and charter city

CONTRA COSTA COUNTY, a political subdivision of the State of California

By: _____
Shasa Curl
City Manager

By: _____
Brian M. Balbas
Public Works Director

COMMUNITY HOUSING DEVELOPMENT CORPORATION, a California nonprofit public benefit Corporation

EDEN HOUSING, a California nonprofit public benefit corporation

By: _____
Donald Gilmore
Executive Director

By: _____
Andrea Osgood
Senior Vice President of Real Estate Development