

**MEMORANDUM OF AGREEMENT BETWEEN THE IDAHO CITIES: SANDPOINT,  
PONDERAY, KOOTENAI; BONNER COUNTY  
AND THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY  
FOR THE BROWNFIELDS ASSESSMENT COALITION GRANT**

**I. PARTIES**

This document is a Memorandum of Agreement between Idaho municipalities; Sandpoint, Ponderay and Kootenai (hereafter “Cities”); Bonner County, Idaho (“County”); and the Idaho Department of Environmental Quality (“DEQ”). Together the Cities, County and DEQ shall be referred to as the Parties.

**II. PURPOSE**

Sandpoint, Ponderay and Kootenai are cities within Bonner County, Idaho. The Cities and County desire to create a trail along the shoreline of Lake Pend Oreille for public use and access. This trail has been tentatively named the Pend d’Oreille Bay Trail (“POBT”). On May 8, 2009, the United States Environmental Protection agency (“EPA”) awarded a 2009 Brownfields Coalition Assessment Grant (“Grant”) to DEQ for 650,000(\$) for the purpose of conducting environmental assessments at properties associated with the proposed POBT. The Parties have entered into this Memorandum of Agreement to assist with efficiently administering the terms and conditions of this Grant.

The Cities and County are unable to move forward with the redevelopment project until all sources of contamination in the project’s shoreline corridor are addressed. A preliminary assessment conducted by IDEQ has identified at least five zones along the proposed assessment coalition corridor. Contamination along the corridor is the result of post-railroad industrial activities along this two-mile shoreline stretch that included lumber mill operations, railroad roundhouse maintenance facilities, lead smelting and refining activities, and the illegal dumping of household solid waste.

This Assessment Coalition grant project is critical to the redevelopment of the two-mile corridor along the northern shoreline of Lake Pend Oreille to meet the health, welfare, environmental and financial needs of the targeted community. Through this grant project, parties will assess the nature and level of contamination that has been preliminarily identified along the waterfront corridor and develop a clean-up plan to address any confirmed contamination. Assessment and subsequent remediation of the corridor must take place before the coalition can meet its long-term redevelopment goals to: (1) secure safe access to the waterfront for the public; (2) expand the existing unofficial path to a 2-mile formalized trail that connects the communities of Sandpoint, Ponderay and Kootenai and the Ponder Point neighborhood; (3) create 15-20 acres of parkland to serve as south-end and north-end trail anchors in Sandpoint and Ponderay, affording safe, controlled public access to the trail and the lake; (4) provide a pedestrian and bicycle-friendly corridor to enable children and adults to travel to and through local communities safely

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without having to compete with vehicular traffic and trains; and (5) improve and protect two miles of Lake Pend Oreille shoreline, wetlands and habitat for native plants, fish and wildlife.

The purpose of the Memorandum of Agreement is to do the following:

- a. Create a Brownfield Assessment Coalition between the Cities, County and DEQ for the purpose of administering the terms and conditions of the Grant;
- b. Designate DEQ as the "Lead Coalition Member" for the term of this grant
- c. Facilitate and support DEQ act as the "Lead Coalition Member" for the purpose administering the terms and conditions of the Grant;
- d. Other activities necessary for the proper management and administration of the Grant, as agreed by the Parties.

### III. BROWNFIELD ASSESSMENT COALITION

#### A. Lead Coalition Member

DEQ agrees to act as the Lead Coalition Member according to a Memorandum of Agreement between the Cities, County and DEQ. It is the responsibility of DEQ to provide timely information to the other Parties/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.

#### B. Coalition Partners

The Coalition Partners are the cities of Ponderay, Sandpoint, Kootenai; Bonner County; and DEQ. Their contact information is as follows:

DEPARTMENT OF ENVIRONMENTAL QUALITY, Coeur d'Alene Regional Office  
ATTN: Steve Gill, Brownfields Specialist  
2110 Ironwood Parkway  
Coeur d'Alene ID 83814  
Phone: 208-999-4632  
Fax: 208-667-5129  
Email: [steve.gill@deq.idaho.gov](mailto:steve.gill@deq.idaho.gov)

CITY OF PONDERAY  
ATTN: Carol Kunzman  
288 Fourth Street  
Ponderay, ID 83852  
Tel: 208-265-5468  
Email: [mayor@ponderay.govoffice2.com](mailto:mayor@ponderay.govoffice2.com)

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CITY OF SANDPOINT  
ATTN: Stephen Drinkard  
1123 Lake Street  
Sandpoint, ID 83864  
Tel: 208-263-3317  
Email: [sdrink@netw.com](mailto:sdrink@netw.com)

CITY OF KOOTENAI  
ATTN: Margaret Mjelde  
204 Spokane Ave.  
Kootenai, ID 83840  
Tel: 208-265-2431  
Email: [kootclerk@nctv.com](mailto:kootclerk@nctv.com)

BONNER COUNTY  
ATTN: Pixie Vasquez  
215 South 1<sup>st</sup> Avenue  
Sandpoint, ID 83864  
Tel: 208-265-1438  
Email: [pvasquez@co.bonner.id.us](mailto:pvasquez@co.bonner.id.us)

C. Coalition 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. DEQ may retain consultant(s) and contractors under 40 CFR 31.36 to undertake various activities funded through the cooperative agreement. As provided in the terms of the grant, DEQ will reimburse other coalition partners for expenses they incur in their respective jurisdictions provided the activities are included in the approved work plan. Coalition partner's cost-reimbursable expenses are accountable to the coalition for proper expenditure of funds.

D. Lead Coalition Member Activities

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

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E. Selection of Zones

The Lead Coalition Member, in consultation with the Coalition Partners, will work to develop a zone selection process based on agreed upon factors and will ensure that a minimum of five (5) zones are assessed over the life of cooperative agreement. Selected zones will be submitted to EPA for prior approval to ensure eligibility.

F. Coalition Partner Activities

Upon designation of the specific sites, it will be the responsibility of the Lead Coalition Member to work with the other coalition partners in whose geographic area a site is located to finalize the scope of work for the consultant or contract. It will be the responsibility of the other coalition partner in whose geographic area the site is located to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If the coalition partner in whose geographic area the site is located does not have the capacity to obtain the required permits, easements, and/or access agreements, DEQ may assist in securing the necessary permits, easements, and/or access agreements.”

IV. 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 subcontractors(s) while performing under the terms of this Memorandum of Agreement.

Nothing in this Memorandum of 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.

V. Dispute Resolution

All disputes should be resolved through collaborative process and consultation of the Parties 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 Parties will seek resolution through the EPA Region 10 Brownfields Program Manager.

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VI. TERMINATION

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

SIGNATURE PAGE

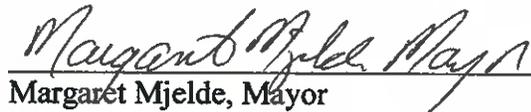
Through the execution of this Memorandum of Agreement the parties agree to the terms provided herein.

  
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Toni Hardesty, Director:  
IDAHO DEPARTMENT OF  
ENVIRONMENTAL QUALITY

  
\_\_\_\_\_  
Gretchen Hellar, Mayor  
CITY OF SANDPOINT

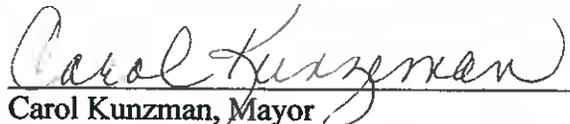
ATTEST:

  
\_\_\_\_\_  
City Clerk

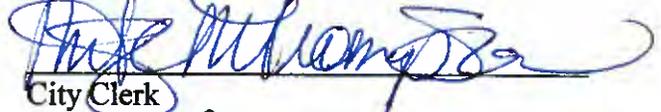
  
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Margaret Mjelde, Mayor  
CITY OF KOOTENAI

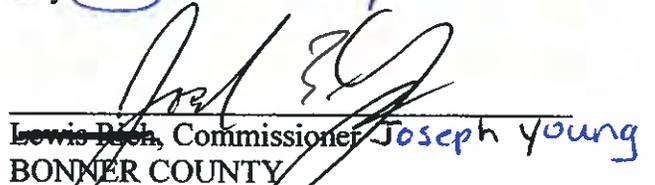
ATTEST:

  
\_\_\_\_\_  
City Clerk

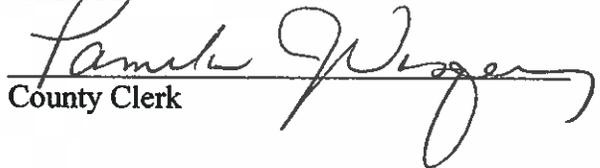
  
\_\_\_\_\_  
Carol Kunzman, Mayor  
CITY OF PONDERAY

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
~~Lewis Rich~~, Commissioner Joseph Young  
BONNER COUNTY

ATTEST:

  
\_\_\_\_\_  
County Clerk

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