

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the City of Hollywood, Florida ("City"), and Friends of Hollywood, Florida, Inc. ("Friends") (collectively referred to as the "Parties").

WHEREAS, the City intends to apply to the U.S. Environmental Protection Agency (EPA) Environmental and Climate Justice Community Change Grants Program ("Grant") to fund improvements to Sunset Park; and

WHEREAS, the Grant Program requires the City to partner with a Community-Based Non-Profit Organization (CBO); and

WHEREAS, Friends is a CBO organized to promote public awareness of the significance of natural lands and advocate for the protection and restoration of Hollywood's natural and historical heritage; and

WHEREAS, the Parties desire to partner to achieve improvements to Sunset Park in furtherance of the City's Sunset Park Master Plan.

NOW THEREFORE, IN CONSIDERATION of the promises contained herein and for good and valuable consideration, the Parties agree as follows:

1. Definition.

1.1. "Memorandum of Understanding" or "MOU" means the document executed by the parties that sets forth the duties and responsibilities of each party. The parties to the MOU are the City and Friends.

1.2. "City" means the City of Hollywood, a municipal corporation of the State of Florida.

1.3. "Friends" means the Friends of Hollywood, Florida, Inc., a nonprofit corporation of the State of Florida.

1.4. "CBO" means a community-based non-profit organization which has a geographic presence or connection in, or relationship with, the specified community that the Grant project is intended to benefit.

1.5. "Statutory Partnership" means applicants eligible to apply for and receive funding under the Grant consistent with the Clean Air Act §138(b)(3) and Assistance Listing 66.616, Environmental and Climate Justice Block Grant Program.

1.6. "Lead Applicant" means the eligible CBO, Federally recognized Tribe, local government, or institution of higher education responsible for the overall management, performance, oversight, and reporting responsibilities under the Grant, and for making subawards to Collaborating Entities.

1.7. "Statutory Partner" means an eligible CBO who partners with the lead applicant to carry out the Grant activities if the application is selected for funding.

1.8. "Collaborating Entities" means organizations, other than the designated Lead Applicant and Statutory Partner, which may participate in the Grant through subawards, or as contractors selected in accordance with competitive procurement requirements.

2. Scope.

2.1. The City will serve as Lead Applicant under the Grant.

2.1.1. The City will be responsible for the overall management, performance, oversight, and reporting responsibilities under the Grant, and for making subawards to Collaborating Entities.

- 2.1.2. The City will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
 - 2.1.3. The City will be responsible for compliance and legal issues, and managing risks associated with the project.
- 2.2 The Friends will serve as the Statutory Partner under the Grant.
 - 2.1.1. The Friends will enter into a subaward agreement with the City if the application is selected for award.
 - 2.1.2. The Friends will be responsible for community outreach and engagement activities associated with the project.
- 2.3 The Parties agree:
 - 2.3.1. That a subaward agreement which complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance will be entered into if the proposed application is selected for award.
 - 2.3.2. That all changes to this MOU must be mutually agreed upon in writing by both parties.
 - 2.3.3. That disputes between the parties will be handled and resolved in accordance with the laws of the State of Florida. And any action shall be commenced and maintained, and venue shall properly be in Broward County, Florida.
 - 2.3.4. That the MOU may be terminated by either party, for any reason, by giving 30 days written notice.
 - 2.3.5. That if Friends terminates this agreement, the organization will be replaced with another eligible non-profit CBO which has a geographic presence or connection in, or relationship with, the Hollywood community through an MOU or subaward agreement approved by the City Commission of the City of Hollywood.
 - 2.3.6. That replacement of the Statutory Partner requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6).

[Remainder of page intentionally blank.]

WHEREFORE, the Parties acknowledge and understand the basis and intent as set forth in this MOU, executed on this ____ day of _____ 2024, between the City and Friends.

WITNESS:

FRIENDS OF HOLLYWOOD, FLORIDA, INC.

BY: _____

BY: _____

Karen N. Caputo, President

Print Name

Date: _____

ATTEST:

CITY OF HOLLYWOOD, a municipal corporation of the State of Florida:

BY: _____

Patricia A. Cerny, MMC
City Clerk

BY: _____

Josh Levy
Mayor

Date: _____

APPROVED AS TO FORM:

APPROVED BY:

Douglas R. Gonzales
City Attorney

George Keller, Jr. CPPT
City Manager