

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Hollywood ("City") and the Hollywood Community Redevelopment Agency ("CRA") (collectively referred to as the "Parties"). It is the intent and purpose of this MOU to assure sound and mutually beneficial working and economic relationships between the Parties in preparation for the sunseting of the Beach District of the CRA in 2027.

Recitals

WHEREAS, the current revenue structure of the Downtown District of the CRA will be modified after December 31, 2024, and the Beach District of CRA will sunset in on June 25, 2027; and

WHEREAS, to facilitate the timely and successful completion of all remaining CRA capital projects and the continued levels of enhanced services and maintenance, the CRA and the City desire to create a stable work environment for current CRA employees; and

WHEREAS, the City has identified potential employment opportunities for certain current full-time CRA employees to transition into positions within the City while continuing to provide enhanced services to the CRA in accordance with the CRA Redevelopment Plans; and

WHEREAS, the administration of the City and CRA agree that it is in the mutual best interest of the Parties to provide the opportunity for certain identified CRA employees to become City employees, in comparable job classifications to their current positions with the CRA as outlined in Exhibit A, while continuing to perform their CRA-related work and functions in support of the completion of remaining CRA capital projects and continued implementation of the CRA Redevelopment Plans through the mandated sunseting date of the Beach District in June of 2027; and

Exhibit 10

WHEREAS, these employees will be covered by either the AFSCME General, Professional or Supervisory Collective Bargaining Agreements (“CBA”) upon becoming City employees, and as such Local 2432 of the American Federation of State, County and Municipal Employees (“AFSCME”) and the City have entered into a Letter of Understanding governing the transition of these employees into positions with the City; and

WHEREAS, the Parties agree the “CBA” recognizes certain rights of the City to manage and direct all of its operations including the ability to decide the scope and method of services to be performed; hire, fire, promote/demote, suspend or otherwise discipline City employees for just and proper cause; determine the needed qualifications of employees; merge, consolidate, expand or curtail, or discontinue operations whenever, in the sole discretion of the City, good business judgement makes such advisable; schedule and assign work to employees and determine the size and composition of the work force; control the use of equipment and property of the City; formulate and revise workplace rules and regulations in accordance with local, state, and federal regulations and the provisions of the CBA; and contract or subcontract any existing or future work;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. This MOU will not impact the supervisory structure of the CRA as it currently exists on the adoption date of this MOU and as may be modified by the CRA Executive Director from time to time pursuant to his charge except for the Development Services Officer position referenced in Section 9 below, which will be an expense shared between the City and CRA. Further, those CRA employees who become City employees as of December 9, 2024 and as specified in Exhibit A, will continue to operate out of the CRA office as they do currently with the CRA Executive Director retaining oversight of their CRA-related work and functions.
2. CRA employees who transition to become City employees will be subject to

Exhibit 10

the same employee policies, rules and regulations as other City employees in similar job classifications.

3. After the sunseting of the Beach District of the CRA in June 2027, the City agrees the positions identified in the attached Exhibit A will continue to be needed by the City of Hollywood and the employees in those positions will have the same protections as any other City employee per their hire date with the City.
4. As of December 4, 2024, all eligible CRA employees who wish to become City employees in the comparable positions identified in Exhibit A will be provided this employment opportunity.
5. Those CRA employees who opt to become City employees as part of this MOU and who are eligible to participate in the City's General Employees Pension Plan ("Pension Plan") will become members of the Pension Plan with a City date of hire of December 9, 2024 subject to the same requirements of any other City employee participating in the Pension Plan.
6. Those CRA employees who transition to become City employees as part of this MOU will no longer receive a contribution from the CRA into their CRA sponsored 401A defined contribution plan.
7. CRA employees who do not become City employees as of December 9, 2024 will continue to receive a defined contribution into their 401A retirement plans from the CRA at the same level that they are currently receiving so long as they remain CRA employees.
8. Until the sunseting date of the Beach District of the CRA in June of 2027, the CRA will continue to fund the costs associated with the salary and benefits, training, professional memberships, dues, phone and vehicle stipends as may be applicable related to the CRA employees who become City employees continuing to provide enhanced services for the CRA.
9. The Development Officer position is an existing and budgeted position of the City for FY2025. The CRA will fund half the costs for this position until the sunseting of the Beach District, and the employee in this position will report to the Director of the Office of Communications, Marketing and Economic

Exhibit 10

Development.

- 10. The cost of accrued sick time for all CRA employees identified in Exhibit A will continue to be the responsibility of the CRA through the sun-setting date of June 25,2027.
- 11. Nothing herein shall be construed to preclude opportunities to share positions and related expenses for same that may be determined to be beneficial by the City Manager and the CRA Director and approved in their respective budget process.

AGREED TO BY ALL PARTIES TO THIS AGREEMENT

The undersigned acknowledge and understand the intent of this MOU and agree to be bound thereby, executed on this _____ day of _____, 2024, between the City and the CRA.

CITY OF HOLLYWOOD

ATTEST:

By: _____
Patricia Cerny, City Clerk

By: _____
George R. Keller, Jr. CPPT
City Manager

Approved as to form:

By: _____
Douglas R. Gonzales
City Attorney

HOLLYWOOD CRA

ATTEST:

By: _____
Phyllis Lewis, Board Secretary

By: _____
Jorge Camejo
Executive Director

Approved as to form:

Exhibit 10

By: _____
Douglas R. Gonzales
CRA General Counsel