

BROWNFIELDS JOB TRAINING COALITION

MEMORANDUM OF AGREEMENT BETWEEN THE FOLLOWING PARTIES: XX, YY, AND ZZ

PLEASE NOTE: The following four items are the MINIMUM elements that must be included in a Brownfields Job Training Coalition Memorandum of Agreement (MOA). Recipients are responsible for adhering to these elements and signing this MOA prior to the expenditure of any Brownfields Job Training Grant funds. Members may choose to add elements to this MOA.

This Memorandum of Agreement (MOA) establishes the roles and responsibilities of the Lead Coalition Member (XX) and the non-lead members (YY and ZZ) in the implementation of the EPA Brownfields Job Training Program under Cooperative Agreement No: JT/4Jxxxxxxxxxx. The MOA ensures compliance with the Brownfields Job Training Grant Terms and Conditions and adherence to applicable statutes and regulations.

This MOA is required under the Brownfields Job Training Grant Terms and Conditions and must be signed by all coalition members prior to the expenditure of any Brownfields Job Training Grant funds. The MOA must also be reviewed by the EPA Project Officer to confirm compliance with the required elements and applicable laws.

1. On _____, EPA awarded the Cooperative Agreement to the Lead Coalition Member XX. The performance period is July 1, 20## through June 30, 20##. XX is responsible for the management of the cooperative agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all non-lead coalition members are in compliance with the terms and conditions of the cooperative agreement.
2. It is the responsibility of XX to provide timely information to the non-lead coalition members regarding the management of the cooperative agreement and any changes that may be made to the cooperative agreement over the period of performance.
3. The non-lead coalition members are YY and ZZ. The contact information and roles and responsibilities are as follows:

XX
Project Manager
Address
Phone Number
Email Address
Roles & Responsibilities

YY
Project Manager
Address
Phone Number
Email Address
Roles & Responsibilities

ZZ
Project Manager
Address
Phone Number
Email Address
Roles & Responsibilities

4. Activities funded through the cooperative agreement may include training in facilitating the inventory of brownfield sites, site assessments, remediation of brownfield sites, community involvement, or site preparation. Activities funded through the cooperative agreement may also include costs for recruiting, training, retaining, and placing individuals into environmental jobs. XX may retain consultant(s) and contractors under 2 CFR § 200.317-327 to undertake various activities funded through the cooperative agreement and may award subawards to other non-lead coalition members under 2 CFR § 200.330. Subrecipients are accountable to XX for proper expenditure of funds.

Below clauses are optional but recommended:

5. The Lead Coalition Member (XX) will procure the consultant(s) in compliance with 2 CFR § 200.317-327 requirements. The Lead Coalition Member will issue the solicitation and will be the entity responsible for receipt of the submitted proposals and selection and award of contracts. XX will consult with other non-lead coalition members in making selections of consultants and contractors and negotiating the terms of agreements.
6. The Lead Coalition Member, in consultation with the non-lead coalition members, will work to develop a process based on agreed upon factors to recruit, train, retain, and place individuals into environmental jobs over the life of the cooperative agreement.
7. Upon the process to recruit, train, retain, and place individuals into environmental jobs, it will be the responsibility of XX to work with the non-lead coalition members to finalize the scope of work for the consultant or contractor. If this member does not have the capacity to perform these activities YY (and/or ZZ) may assist.
8. The Lead Coalition Member (XX) is responsible for ensuring that other activities, as negotiated in the workplan (e.g., community outreach and involvement), are implemented in accordance with a schedule agreed upon by all coalition members.

Agreed:

XX Lead Coalition Member/Date

YY Coalition Member/Date

ZZ Coalition Member/Date