



INTRA-DISTRICT STANDARD REQUEST FORM  
Government of the District of Columbia



PART I  
GENERAL

MOU NUMBER: \_\_\_\_\_

DATE OF MOU: 1 / 2 / 20 / 1 / 7

SELLER INFORMATION

AGENCY: Office of the Deputy Mayor for Greater Economic Opportunity (DMGEO) AGENCY CODE: EM0

NAME OF CONTACT: Eden Teklebrhane, Agency Fiscal Officer

ADDRESS : 441 4th Street, N.W.  
Suite 890 N  
Washington, D.C. 20001

TELEPHONE # : 202-727-1259

FAX # : 202-727-2202

905 AUTHORIZING OFFICER *C. M. K. O. W. E.*

DATE: 1 / 2 / 2018

BUYER INFORMATION

AGENCY: Department of Employment Services AGENCY CODE: CF0

NAME OF CONTACT: Natalie Mayers, Agency Fiscal Officer

ADDRESS : 4058 Minnesota Avenue, NE, Suite 5700  
Washington, D.C. 20019

TELEPHONE # : 202-727-5145

FAX # : \_\_\_\_\_

AUTHORIZING OFFICER *Natalie Mayers*  
Natalie Mayers, AFO, DOES

DATE: 12 / 27 / 17

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

**INTRA-DISTRICT STANDARD REQUEST FORM**  
**Government of the District of Columbia**

Buyer's initials: \_\_\_\_\_  
 Seller's initials: \_\_\_\_\_

**PART II**

MOU NUMBER: \_\_\_\_\_ 2 OF 2

**SERVICE INFORMATION AND FUNDING CODES**

**GOOD/ SERVICE:** FY 2018 WORKFORCE INVESTMENT COUNCIL (WIC) - WIOA Support Services

REQUESTED DATE: \_\_\_/\_\_\_/\_\_\_ TOTAL: \$ 1,057,457.00

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
<b>SELLER</b>	EMD	18	4008I	BUS30	4600	4600		EM0CF8/18			
<b>BUYER</b>	CFD	18	Various see attached	Various see attached	Various see attached	Various see attached				8200	

**GOOD/ SERVICE:** \_\_\_\_\_

REQUESTED DATE: \_\_\_/\_\_\_/\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
<b>SELLER</b>											
<b>BUYER</b>											

**GOOD/ SERVICE:** \_\_\_\_\_

REQUESTED DATE: \_\_\_/\_\_\_/\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
<b>SELLER</b>											
<b>BUYER</b>											

**GOOD/ SERVICE:** \_\_\_\_\_

REQUESTED DATE: \_\_\_/\_\_\_/\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
<b>SELLER</b>											
<b>BUYER</b>											

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
DEPUTY MAYOR FOR GREATER ECONOMIC OPPORTUNITY  
AND  
DISTRICT OF COLUMBIA OFFICE OF PLANNING**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered between the Office of the Deputy Mayor for Greater Economic Opportunity ("DMGEO") and the District of Columbia Office of Planning ("OP"), collectively referred to herein as the "Parties."

**II. PROGRAM GOALS AND OBJECTIVES**

DMGEO, with input from OP, will identify a location(s) and implement a concept for the "Space to Dream" initiative. "Space to Dream" will attempt to turn vacant, blighted, or underutilized property into creative spaces for residents and youth. OP shall contribute \$10,000 for the initiative.

**III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

**A. RESPONSIBILITIES OF DMGEO:**

- Hire local partners, (e.g., DC-based artist, creative and/or cultural entrepreneurs) to assist with implementation consistent with the DMGEO procurement regulations.
- Manage the decision-making process, including staff team and partner team activities.
- Review and process invoices submitted by the artist, curator, etc.
- Coordinate and partner with OP and seek their review and comment on all draft deliverables, recommendations, and the final document containing strategies for implementation.
- Conduct all work in accordance with the final approved scope of work developed jointly by the Parties.

**B. RESPONSIBILITIES OF OP:**

- Transfer \$10,000 to DMGEO in support of this initiative.
- Partner with DMGEO to guide the initiative and review and comment on all draft deliverables provided by the artists, curators, etc., and in concert with DMGEO have approval on final deliverables.

- **Conduct all work in accordance with the final approved scope of work developed jointly by DMGEO and OP.**

#### **IV. DURATION OF MOU**

- A. The term of this MOU shall be from the date of the last signature affixed below through September 30, 2018, unless terminated in writing by the Parties prior to the expiration.**
- B. The Parties may extend the terms of this MOU for no longer than one (1) year beyond the original term. This extension may consist of a year, a fraction thereof, or multiple successive fractions of a year. OP shall provide notice of its intent to extend the MOU prior to the expiration of the MOU.**
- C. The exercise of an extension is subject to the availability of funds at the time of the exercise of the option.**

#### **V. AUTHORITY FOR MOU**

The authority for this MOU includes D.C. Official Code § 1-301.01(k).

#### **VI. FUNDING PROVISIONS**

##### **A. COST OF SERVICES**

- 1. Total cost for services under this MOU shall not \$10,000.**
- 2. Funding for the services shall not exceed the actual cost of the goods or services. All costs are associated with the amount to be contracted for the artists, curators, etc., who shall work with DMGEO to implement the initiative.**
- 3. In the event of termination of the MOU, payment to DMGEO shall be held in abeyance until all required fiscal reconciliation is complete, but no longer than September 30 of the current fiscal year.**



## **B. PAYMENT**

1. **Payment for all goods and services shall be made in advance through an Intra-District transfer by OP to DMGEO based on the estimated cost of services.**
2. **DMGEO shall submit reconciliation to OP at the end of the MOU period which shall explain the amounts billed for that period. The reconciliation shall include an accounting for how the funding was spent.**
3. **Advances to DMGEO or the services to be performed/goods to be provided shall not exceed the amount of this MOU.**
4. **The Office of the Chief Financial Officer, on behalf of DMGEO, shall review the advance and bill OP through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. DMGEO will return any excess advance to OP at the completion of the services provided pursuant to this MOU.**
5. **The Directors (or their designees) of the Parties shall resolve all adjustments and disputes arising from services performed under this MOU.**

## **C. ANTI-DEFICIENCY CONSIDERATIONS**

**The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the Federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.**

## **VII. COMPLIANCE AND MONITORING**

**As this MOU is funded by District of Columbia funds, DMGEO shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.**

## **VIII. RECORDS AND REPORTS**

**DMGEO shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the OP's request, make these documents available for inspection by duly authorized representatives of OP and other officials as may be specified by OP at its sole discretion.**

## **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU shall use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by the buyer or seller agency in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

## **X. TERMINATION**

Either agency may terminate this MOU in whole or in part by giving sixty calendar days advance written notice to the other agency.

## **XI. NOTICE**

The following individuals are the contact points for each Party under this MOU:

**Faith Leach**  
Chief of Staff  
2235 Shannon Place SE  
Suite 3040  
Washington, DC 20020  
Tele: (202) 545-3053  
dmgeo.dc@dc.gov

**Evelyn Kasongo**  
Lead Planner for Equity Initiatives  
DC Office of Planning  
1100 4<sup>th</sup> St SW  
Suite E650  
Washington, DC 20024  
Tele: (202) 442-7600  
Fax: (202) 442-7638  
evelyn.kasongo@dc.gov

## **XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

**XIII. MISCELLANEOUS**


The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this MOU. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws, regulations, and rules, whether or not these laws and regulations are specifically listed in this MOU.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

**OFFICE OF THE DEPUTY MAYOR FOR GREATER ECONOMIC OPPORTUNITY**

  
\_\_\_\_\_  
Courtney Snowden, Deputy Mayor for Greater Economic Opportunity      12/8/17  
Date

**DISTRICT OF COLUMBIA OFFICE OF PLANNING**

  
\_\_\_\_\_  
Eric Shaw, Director      12-8-17  
Date

## **Awan, Mohammad (OFRM)**

---

**From:** Saunders, Treva (OCFO)  
**Sent:** Thursday, December 14, 2017 10:15 AM  
**To:** Benson, Doris (OCFO)  
**Cc:** Abdirahman, Abukar (OCFO); Ware, Jovan (OCFO); Moureview (OCFO)  
**Subject:** RE: MOU DMGEO & Office of Planning

Hi Doris,

The MOU is legally sufficient.

Regards,

**Treva D. Saunders**  
**Associate General Counsel**  
**& Ethics Officer**

Government of the District of Columbia  
Office of the Chief Financial Officer  
Office of General Counsel  
1100 4th Street, SW • Suite 770 East • Washington, DC • 20024  
Tel.: 202.442.7127 • Fax: 202.478.9254 • [treva.saunders@dc.gov](mailto:treva.saunders@dc.gov)

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**From:** Benson, Doris (OCFO)  
**Sent:** Wednesday, December 13, 2017 4:53 PM  
**To:** Moureview (OCFO) <Oco.moureview@dc.gov>  
**Cc:** Abdirahman, Abukar (OCFO) <abukar.abdirahman@dc.gov>; Ware, Jovan (OCFO) <jovan.ware@dc.gov>  
**Subject:** MOU DMGEO & Office of Planning

OCFO OAG,

Attached is a MOU between Office of the Deputy Mayor for Greater Economic Opportunity (DMGEO) and Office of Planning that requires sufficiency approval. Please let me know if there are questions.

Thank you in advance,

*Doris Benson*

**Budget Officer**

**Economic Development Regulation Cluster**

1100 4<sup>th</sup> Street, SW Suite E450

Washington, DC 20774

Office (202)442-8678/ Cell (202)341-1774

[doris.benson@dc.gov](mailto:doris.benson@dc.gov)



**INTRA-DISTRICT STANDARD REQUEST FORM**

Government of the District of Columbia

**PART I**

**GENERAL**

MOU NUMBER: \_\_\_\_\_

DATE OF MOU: \_\_\_\_\_

**SELLER INFORMATION**

AGENCY: Office of the Deputy Mayor for Greater Economic Opportunity

AGENCY CODE: EM0

NAME OF CONTACT: M. I. Awan

ADDRESS : 2235 SHANNON PLACE, SE

SUITE 3040

WASHINGTON, DC 20020

TELEPHONE # : 202-727-6503

FAX # :

AUTHORIZING OFFICER *M. I. Awan*

DATE: Dec 19, 2017

**BUYER INFORMATION**

AGENCY: OFFICE OF PLANNING

AGENCY CODE: BD0

NAME OF CONTACT: BRUCE YARNALL

ADDRESS : 1100 4TH STREET

SUITE E650

WASHINGTON, DC 20024

TELEPHONE # : (202) 442-8835

FAX # : (202) 442-7638

AUTHORIZING OFFICER Doris Benson

DATE: \_\_\_ / \_\_\_ / \_\_\_

**PLEASE SEE NEXT PAGE FOR GOODS/ SERVICES DESCRIPTION AND FUNDING INFORMATION**

**PART II**

MOU NUMBER: \_\_\_\_\_ 1 OF 1

**SERVICE INFORMATION AND FUNDING CODES**

**GOOD/ SERVICE:** Space to Dream Initiative

**DATE:** \_\_\_\_\_ **TOTAL:** \$10,000.00

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	EM0	2018	EMBD0	20000	4600	4600		EM0BD0/18			
BUYER	BD0	2018	KRESG	70100	0409	0409	---	---			

**GOOD/ SERVICE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **TOTAL:** \_\_\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER											
BUYER											

**GOOD/ SERVICE:** \_\_\_\_\_

**DATE:** \_\_\_/\_\_\_/\_\_\_ **TOTAL:** \_\_\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER					4600						
BUYER											

**GOOD/ SERVICE:** \_\_\_\_\_

SD42 V2.1 PRD DISTRICT OF COLUMBIA R\*STARS 2.1 12/19/17 11:47 AM  
LINK TO: \_\_\_\_\_ PROJECT NUMBER PROFILE DSNF

AGENCY: EM0 (MUST BE IN D02 AGENCY PROFILE)

PROJECT NUMBER: EMOBD0

TITLE: SPACE TO DREAM INITIATIVE

DESC: \_\_\_\_\_

PROJ TYPE: 2 (MUST BE IN D06 PROJECT TYPE)

PROJ PH BUDGET LEVEL IND: Y (Y OR N - CONTROL BUDGETS AT PHASE LEVEL)

AGY BUD PROJECT LEVEL IND: 2 (0=NO PROJECT, 1=PROJECT, 2=PROJECT/PHASE)

PROJECT CATEGORY: INDIST (MUST BE IN D41 PROJECT CATEGORY)

FISCAL YEAR END: 0930

PROJECT MANAGER: FAITH LEACH

PHONE NO: 202 545 3053

REPORT DATES: \_\_\_\_\_

BUYER AGENCY: BDO

STATUS CODE: A

EFF START DATE: 10012016 EFF END DATE: 09309999 LAST PROC DATE: 10192017

Z01 RECORD SUCCESSFULLY ADDED

F1-HELP F3-DEL F5-NEXT F9-INT F10-SAVE F11-SAVE/CLEAR ENTER-INQ CLEAR-EXIT



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF THE DEPUTY MAYOR FOR GREATER ECONOMIC  
OPPORTUNITY  
AND  
DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES  
FOR FISCAL YEAR 2018**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Office of the Deputy Mayor for Greater Economic Opportunity (“Buyer Agency”) and the District of Columbia Department of Human Resources (“Seller Agency”), collectively the “Parties” and individually a “Party.”

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k) (2016 Repl.).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer Agency has requested the services of the Seller Agency to provide executive-level learning and development opportunities for the Buyer Agency’s senior employee(s) (“Senior Employee(s)”) through the Executive Leadership Program.

The objective of this MOU is to establish the terms and conditions for the transfer of funds from the Buyer Agency to the Seller Agency for the purpose of reimbursing the Seller Agency costs associated with administering an executive level learning and development program for the Senior Employee(s). The funds associated with this MOU are based upon the projected cost of the Executive Leadership Program and related services rendered to the Buyer Agency in Fiscal Year (FY) 2018.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

**A. RESPONSIBILITIES OF THE SELLER AGENCY**

1. Provide or procure instructor-led training sessions, employee development opportunities, and other resources related to the Executive Leadership Program for the Senior Employee(s).
2. Upon completion of the Executive Leadership Program, update the Senior Employee's records to reflect the completed training programs that the Senior Employee(s) attended.

**B. RESPONSIBILITIES OF THE BUYER AGENCY**

In support of the above services, the Buyer Agency shall:

1. Reimburse the Seller Agency for all costs associated with instructor-led training sessions, employee development opportunities, and other resources related to the Executive Leadership Program; and
2. Provide the Seller Agency, or ensure its employees provide, all documentation reasonably necessary to carry out its responsibilities under this MOU.

**V. DURATION OF THIS MOU**

**A. PERIOD**

The period of this MOU shall be from October 1, 2017 through October 1, 2018, unless terminated in writing by the Parties pursuant to Section XI of this MOU.

**B. EXTENSION**

The Parties may extend the period of this MOU by exercising a maximum of one (1) one-year option period. The option period may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. The Buyer Agency shall provide the Seller Agency with written notice of its intent to exercise an option period thirty (30) days prior to the expiration of the initial year of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

1. Total cost for goods and services under this MOU shall not exceed: Twelve thousand five hundred dollars (\$12,500) for Fiscal Year 2018.
2. The total cost of the goods and services is determined by multiplying the cost of the learning and development program (\$12,500.00) by the number of



participants (one) from the Buyer Agency. Funding for goods and services shall not exceed the actual cost of the goods and services provided.

3. In the event of termination of the MOU, the Seller Agency shall return any unused funds after all required fiscal reconciliations are completed, but not longer than September 30<sup>th</sup> of the current fiscal year.

#### **B. PAYMENT**

1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer Agency to the Seller Agency based on the total amount of this MOU.
2. Pursuant to the Financial Review Process ("FRP") mandated by the Office of the Chief Financial Officer, all services provided through Intra-District funding shall be reported monthly in the Buyer Agency's FRP submission to the Office of Budget and Planning.
3. Advances to the Seller Agency for the services to be performed and goods to be provided shall not exceed the amount of this MOU: Twelve thousand five hundred dollars (\$12,500).
4. The Seller Agency shall receive the advance and bill the Buyer Agency through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. The Seller Agency shall notify the Buyer Agency within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. The Seller Agency shall return any excess advance to the Buyer Agency within thirty (30) days of the end of the current fiscal year.

#### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2015 Repl. & 2017 Supp.), (iii) D.C. Official Code § 47-105 (2015 Repl.), and (iv) D.C. Official Code § 1-204.46 (2016 Repl.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

### **VII. AMENDMENTS AND MODIFICATIONS**

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

**VIII. CONSISTENT WITH LAW**

The Parties shall comply with all applicable laws, rules and regulations whether now in effect of hereafter enacted or promulgated.

**IX. COMPLIANCE AND MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews by the Buyer Agency to ensure compliance with all applicable requirements.

**X. RECORDS AND REPORTS**

The Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three years from the date of expiration or termination of this MOU and, upon the request of the Buyer Agency or any other District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of Buyer Agency or the relevant District of Columbia government agency in its sole discretion.

**XI. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving fifteen (15) calendar days advance written notice to the other Party. In the event of termination of this MOU, the Seller Agency shall return any unused funds after all required fiscal reconciliation, but not later than September 30<sup>th</sup> of the then current fiscal year.

**XII. NOTICES**

The following individuals are the contact points for each Party:

**Buyer Agency Contact:**

J. Forst Hayes, Senior Advisor, Executive Office of the Mayor  
Office of the Deputy Mayor for Greater Economic Opportunity  
2235 Shannon Place SE, Washington, DC 20020  
202-715-2848

**Seller Agency Contact:**

Makeda Weaver, HR Specialist, Center for Learning and Development  
District of Columbia Department of Human Resources  
441 4<sup>th</sup> Street, NW, Suite 330 South, Washington DC 20001

202-442-9717

**XIII. PROCUREMENT PRACTICES REFORM ACT**

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent, contractor, consultant or other third party to provide any of the goods or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, *et seq.*) to procure the goods or services.

**XIV. RESOLUTION OF DISPUTES**

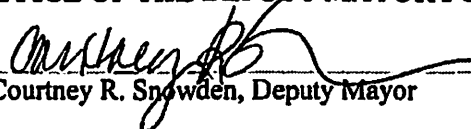
The Directors for the respective agencies, or their designees, shall resolve all disputes or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems ("OFOS"). The decision of OFOS shall be final.

**XV. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Buyer Agency.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

**OFFICE OF THE DEPUTY MAYOR FOR GREATER ECONOMIC OPPORTUNITY**

  
\_\_\_\_\_  
Courtney R. Snowden, Deputy Mayor

11/30/17  
\_\_\_\_\_  
Date

**DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

  
\_\_\_\_\_  
Ventris C. Gibson, Director

11/16/17  
\_\_\_\_\_  
Date

INTRA-DISTRICT STANDARD REQUEST FORM  
Government of the District of Columbia

PART I

GENERAL

MOU NUMBER: \_\_\_\_\_

DATE OF MOU: \_\_\_\_\_

SELLER INFORMATION

AGENCY: Department of Human Resources

AGENCY CODE: BE0

NAME OF CONTACT: James Hurley

ADDRESS : 441 4th Street Suite 890 N

Washington, DC 20001

TELEPHONE # :

FAX # : 202.727.6503

AUTHORIZING OFFICER \_\_\_\_\_

DATE: \_\_\_\_\_

BUYER INFORMATION

AGENCY: Office of the Deputy Mayor for Greater Economic Opportunity

AGENCY CODE: EM0

NAME OF CONTACT: M.I.Awan

ADDRESS : 441 4th Street Suite 890 N

Washington, DC 20001

TELEPHONE # : 202.727.6503

FAX # : 202.727.6503

AUTHORIZING OFFICER *for* M I Awan

DATE: 12, 04, 17

PLEASE SEE NEXT PAGE FOR GOODS/ SERVICES DESCRIPTION AND FUNDING INFORMATION





GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
GOVERNMENT OPERATIONS CLUSTER  
OFFICE OF FINANCE AND RESOURCE MANAGEMENT



MEMORANDUM

**TO:** Gordon McDonald  
Deputy Chief Financial Officer  
Office of Budget and Planning

**THRU:** Mohamed Mohamed  
*for* Associate CFO *MZ Bolden*  
Government Operations Cluster

**FROM:** Eden Teklebrhane  
*for* Agency Fiscal Officer *MZ Bolden*  
Government Operation Cluster

**DATE:** December 1, 2016

**SUBJECT:** Intra-District Budget Authority Increase: \$2,000,000.00 for the  
Office of the Deputy Mayor for Greater Economic Opportunity (EM0)

District of Columbia Office of the Deputy Mayor for Greater Economic Opportunity is requesting Intra-District budget authority in the amount of \$2,000,000.00. This authority is related to MOU executed with the Department of Employment Services (CF0). The Greater Economic Opportunity Agency serves as the institutional home for the District of Columbia Workforce Investment Council (WIC) which is responsible for carrying out responsibilities for developing the state strategic workforce plan. See attached copy of MOU. EM0 has received the appropriate revenues (See attached SOAR screen prints).

The details of the budget authority increase are outlined below:

Funds, Index, PCA	Object Class	Budget Authority Increase
0700,4002I,BUS30	41	\$851,772.28
0700,4002I,BUS30	50	\$1,148,227.72
	Total	\$2,000,000.00

Please call M.I.Awan at 202-727-6503 if you have any questions. Thank you.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT  
WORKFORCE INVESTMENT COUNCIL  
AND  
DEPARTMENT OF EMPLOYMENT SERVICES**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered between the Deputy Mayor for Greater Economic Opportunity (DMGEO) and the District of Columbia Department of Employment Services (DOES), referred to herein individually as the "Party" and collectively as the "Parties."

DOES is the agency whose mission is to plan, develop, and administer workforce development services to District of Columbia residents (District residents). DOES provides a range of programs and services to job seekers, including job development, job search assistance, self-directed job search, vocational training, apprenticeship, unemployment insurance, transitional employment, and referrals to supportive services and educational programs. Additionally, pursuant to D.C. Official Code § 51-114, DOES administers the Unemployment and Workforce Development Administrative Fund for the improvement of benefit claim eligibility determinations, the provision of employment and reemployment services, fraud prevention, and the costs of collecting and administering the administrative funding assessment.

DMGEO serves as the institutional home for the District of Columbia Workforce Investment Council (WIC). The WIC serves as both the state and local workforce development board under the federal Workforce Innovation and Opportunity Act (WIOA) and, as such, is responsible for carrying out the responsibilities enumerated in 29 USC § 3111 and § 3122, including developing the state strategic workforce plan, negotiating statewide performance measures, setting statewide policies for the workforce system, certifying one-stop operators, and establishing eligibility standards for training providers receiving WIOA funding. Pursuant to D.C. Official Code § 32-1661, as amended, the WIC is also the convener of the Adult Career Pathways Task Force, a multi-agency and community stakeholder Task Force initiated to create a strategic plan and then implement a career pathways system in the District, ensuring all residents have access to the education, training, and career services necessary to gain economic independence.

**II. PROGRAM GOALS AND OBJECTIVES**

Pursuant to D.C. Code § 32-1605.01, as amended, the WIC shall issue Career Pathways Innovation grants beginning in fiscal year 2017 to design, pilot, and scale best practices in the implementation of adult career pathways and improve district performance as mandated by WIOA, using a career pathways approach, consistent with the city-wide strategic plan developed by the Adult Career Pathways Task Force. In fiscal year 2016, the WIC shall solicit technical assistance to prepare for the issuance of these grants. The WIC initiated a solicitation of procurement for this technical assistance in fiscal year 2016, but final selection and use of funds will not occur until fiscal year 2017. Pursuant to D.C. Code § 51-114, as amended, the WIC may

use \$500,000 in funds from the DOES Unemployment and Workforce Development Administrative Fund to provide required technical assistance during fiscal year 2016, and may use \$1.5 million from this fund to implement grantmaking in fiscal year 2017 and thereafter. Since the initial \$500,000 in funding for technical assistance was not expended from this nonlapsing account during fiscal year 2016, this amount is being added to the \$1.5 million in mandated fiscal year 2017 funding to support innovation grants for a new total of \$2,000,000 for fiscal year 2017.

Pursuant to D.C. Official Code § 51-114, as amended, DOES administers the Unemployment and Workforce Development Administrative Fund, a special fund created in the General Revenue Fund of the District of Columbia government that is separate and distinct from the District Unemployment Fund. The Unemployment and Workforce Development Administrative Fund consists of all administrative assessment payments collected from employers and interests on those funds. Funds deposited into the Unemployment and Workforce Development Administrative Fund shall be used exclusively for the improvement of benefit claim eligibility determinations, the provision of employment and reemployment services, fraud prevention, and the costs of collecting and administering the administrative funding assessment. Pursuant to D.C. Official Code § 51-114, as amended, the services and improvements shall include other activities that may increase the likelihood of employment or reemployment, including the activities of the Workforce Investment Council.

DOES has agreed to the transfer of funds from the DOES Unemployment and Workforce Development Administrative Fund in the amount of \$2,000,000 to DMGEO on behalf of the WIC for fiscal year 2017 (\$1,500,000 plus carryover amount of \$500,000 from fiscal year 2016). DMGEO, on behalf of the WIC, will be responsible for providing DOES with associated documentation to establish funded programs, quarterly programmatic reports, and cost reimbursement packages to include copies of associated invoices for DOES' review and approval prior to a drawdown (cost reimbursement) of associated Intra-District funds.

### **III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties agree:

#### **RESPONSIBILITIES OF DMGEO**

DMGEO shall:

1. Provide DOES with required documentation to establish funded programs, quarterly programmatic reports, and cost reimbursement packages to include copies of all 485 reports, purchase orders, and invoices for DOES' review and approval prior to a drawdown (cost reimbursement) of the allocated funds.
2. Provide DOES with the required administrative reports detailing the expenditure of the allocated funds.
3. Support the WIC in performing and carrying out technical assistance to prepare for the issuance of fiscal year 2017 grants to design, pilot, and scale



best practices in the implementation of adult career pathways and improve district performance as mandated by WIOA, using a career pathways approach, consistent with the city-wide strategic plan developed by the Adult Career Pathways Task Force.

**A. RESPONSIBILITIES OF DOES**

DOES shall:

1. Establish the Intra-District transfer for the pass through funds through its fiscal agent DOES – OGFO.
2. Transfer funds to DMGEO for the implementation of the Career Pathways Innovation Fund and solicitation of technical assistance.

**IV. DURATION OF MOU**

The duration of this MOU shall be from October 1, 2016 through September 30, 2017, unless terminated in writing by the Parties pursuant to Section X.

**V. AUTHORITY FOR MOU**

D.C. Official Code § 32-1605.01, as amended, D.C. Official Code § 32-1661, as amended, D.C. Official Code § 51-114, as amended, D.C. Official Code § 1-301.01(k), as amended, and Mayor's Order 2016-086, effective June 2, 2016.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

1. The total costs of services for FY 2017 shall not exceed \$2,000,000, which shall include labor, materials, and overhead.
2. In the event of termination of the MOU, reimbursement to DOES for any amounts not expended shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

**B. PAYMENT**

1. Payment for the goods and/or services shall be made through an Intra-District advance by DOES to DMGEO based on the total amount of this MOU as a one-time advance payable within 30 days after execution of this MOU.
2. Payment for the goods and services shall not exceed the actual cost of the goods, services, and positions funded.
3. DMGEO shall return any excess advance to DOES within 30 days of the end of the current fiscal year.

### **C. FUNDING RESTRICTIONS**

Funding is restricted for use solely in the purposes set forth in this MOU and applicable District laws. The funds advanced under this MOU should be allocated to the WIOA programs pursuant to the tables in Appendix A.

### **D. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08; (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

### **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by federal funds, DMGEO will be subject to scheduled and unscheduled monitoring reviews by the U.S. Department of Labor, DOES and the District of Columbia to ensure compliance with all applicable requirements.

### **VIII. RECORDS AND REPORTS**

DMGEO shall maintain records and receipts for the expenditure of all funds provided under this MOU for a minimum of 3 years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of DOES and DOL and other officials as may be specified by the District of Columbia at its sole discretion.

### **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations and policies.

### **X. TERMINATION**

Either Party may terminate this MOU by giving 30 calendar days' advance written notice to the other Party and a status report on the expenditure of all funds and any participants being served under this MOU.

### **XI. NOTICE**



All notices shall be sent by the most expeditious means available including facsimile, overnight courier, certified or registered mail to the following individuals, who are the contact points for each Party under this MOU:

**Deborah Carroll**  
**Director**  
Department of Employment Services  
4058 Minnesota Ave. N.E.  
Washington, D.C. 20019  
Phone: 202.671.1900  
[deborah.carroll@dc.gov](mailto:deborah.carroll@dc.gov)

**Odie Donald**  
**Executive Director**  
Workforce Investment Council  
Office of the Deputy Mayor for Planning &  
Economic Development  
2235 Shannon Pl, SE, Suite 3031  
Washington, DC 20020  
Phone: 202.715.2843  
[Odie.donald@dc.gov](mailto:Odie.donald@dc.gov)

Any such notice shall be deemed delivered when received.

## **XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

## **XIII. RESOLUTION OF DISPUTES**

DMGEO and DOES shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

## **XIV. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

### **DEPARTMENT OF EMPLOYMENT SERVICES**

  
Deborah Carroll, Director

Date: 10/5/16

### **DEPUTY MAYOR FOR GREATER ECONOMIC OPPORTUNITY**

  
Courtney Snowden, Deputy Mayor

Date: 10/6/16



**INTRA-DISTRICT STANDARD REQUEST FORM**  
Government of the District of Columbia



**PART I**  
**GENERAL**

MOU NUMBER: \_\_\_\_\_

DATE OF MOU: 1 / 0 / 06 / 1 / 6

**SELLER INFORMATION**

AGENCY: Office of the Deputy Mayor for Greater Economic Opportunity (DMGEO) AGENCY CODE: EMO

NAME OF CONTACT: M.I. Awan

ADDRESS : 441 4th Street, N.W.  
Suite 890 N  
Washington, D.C. 20001

TELEPHONE # : 202-727-6503

FAX # : 202-727-2202

AUTHORIZING OFFICER *fa m Awan*

DATE: 11 / 21 / 16

**BUYER INFORMATION**

AGENCY: Department of Employment Services AGENCY CODE: CF0

NAME OF CONTACT: Natalie Mayers, Agency Fiscal Officer

ADDRESS : 4058 Minnesota Avenue, NE, Suite 5700  
Washington , D.C. 20019

TELEPHONE # : 202-727-5145

FAX # : \_\_\_\_\_

AUTHORIZING OFFICER *N Mayers*  
Natalie Mayers, AFO, DOES

DATE: 11 / 18 / 16

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES



**INTRA-DISTRICT STANDARD REQUEST FORM**

Government of the District of Columbia

Buyer's initials: \_\_\_\_\_

Seller's initials: \_\_\_\_\_

**PART II**

MOU NUMBER: \_\_\_\_\_

\_\_\_\_\_ 2 OF \_\_\_\_\_ 2

**SERVICE INFORMATION AND FUNDING CODES**

**GOOD/ SERVICE:** FY 2017 WORKFORCE INVESTMENT COUNCIL (WIC) - Adult Career Pathways Technical Assistance. Total = \$2,000,000.00.

REQUESTED DATE: \_\_\_/\_\_\_/\_\_\_

TOTAL: \$ 2,000,000.00

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
SELLER	EMO	17	4002I		4600	4600		EMOCF2/17			
BUYER	CF0	17	AA490	49000	0507	0507				0624	

**GOOD/ SERVICE:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

REQUESTED DATE: \_\_\_/\_\_\_/\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
SELLER											
BUYER											

**GOOD/ SERVICE:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

REQUESTED DATE: \_\_\_/\_\_\_/\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
SELLER											
BUYER											

**GOOD/ SERVICE:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

REQUESTED DATE: \_\_\_/\_\_\_/\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
SELLER											
BUYER											

**APPENDIX A: FY 2017 Career Pathways Funds**

<b>FY 2017 Career Pathways Task Force and Innovation Fund Budget - Non-Personnel Grants and Contracts as Noted</b>	
<b>FY 2017 Appropriation (via DOES MOU, all non-personnel)</b>	<b>\$2,000,000.00</b>
<b>Contract Allocation (comp source code 41)</b>	<b>\$851,772.28</b>
<b>Grant Allocation (comp source code 50)</b>	<b>\$1,148,227.72</b>

<b>Use of Funds</b>	<b>Vendor</b>	<b>PO</b>	<b>CS Code</b>	<b>FY16 Budget</b>
<b>Contracts Renewed through end of FY 2017</b>				
Career Pathways Consulting	Kairos Management	TBD	41	\$133,000.00
WIOA Technical Assistance Consulting	Kairos Management	TBD	41	\$118,772.28
Grant and Technical Writing	Jeff Marcella	TBD	41	\$50,000.00
<b>Procurements in Process for FY 2017</b>				
Career Pathways Community of Practice	TBD	TBD	41	\$400,000.00
<b>Remaining Funding Allotted for Forthcoming Procurements</b>				
Amount assigned for additional contracts anticipated.	TBD	TBD	41	\$150,000.00
<b>Grants</b>				
Career Pathways Innovation Fund Grants	Multiple TBD	Multiple TBD	50	\$1,148,227.72

**Goodluck, Bryan (DOES)**

---

**From:** Lyons, Steve (OCFO)  
**Sent:** Tuesday, November 15, 2016 4:16 PM  
**To:** Goodluck, Bryan (DOES); Mills, Stacie (OCFO)  
**Cc:** Mayers, Natalie (DOES); Williams, Yasha (DOES); Lee, Laverne (OCFO)  
**Subject:** RE: DOES-DMGEO MOUs \$2,000,000, and \$1,000,000

Bryan,

This \$2 million MOU is legally sufficient. Please note that Charlie has left OCFO for ORM. Stacie has assumed his MOU duties.

Steve

Stephen B. Lyons  
Deputy General Counsel  
Office of the Chief Financial Officer  
1350 Pennsylvania Avenue, NW, Room 200  
Washington, DC 20004  
(202) 727-4219 - Office  
(202) 724-4217 - Fax

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is intended only for the person or entity to which it is addressed and contains information which may be confidential, legally privileged, proprietary in nature, or otherwise protected by law from disclosure. If you received this message in error, you are hereby notified that reading, sharing, copying, or distributing this message, or its contents, is prohibited. If you have received this message in error, please telephone or reply to me immediately and delete all copies of this message.

---

**From:** Goodluck, Bryan (DOES)  
**Sent:** Tuesday, November 15, 2016 4:02 PM  
**To:** Barbera, Charles (EOM)  
**Cc:** Mayers, Natalie (DOES); Williams, Yasha (DOES); Lee, Laverne (OCFO); Lyons, Steve (OCFO)  
**Subject:** RE: DOES-DMGEO MOUs \$2,000,000, and \$1,000,000

Good Afternoon Charles,

The DOES-DMGEO MOU for the Career Pathways \$2 million has been revised, and is attached for your review and approval.

Thanks,

Bryan



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
Department of Employment Services

MURIEL BOWSER  
MAYOR




DEBORAH A. CARROLL  
DIRECTOR

**PRIVILEGED AND CONFIDENTIAL**  
**ATTORNEY-CLIENT COMMUNICATION**

**MEMORANDUM**

**TO:** Deborah Carroll  
Director

**FROM:** Tonya A. Robinson   
General Counsel  
Office of the General Counsel

**SUBJECT:** Legal Sufficiency Review of 2017 WIC MOU – Career Pathways

**DATE:** 5 October 2016

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This memorandum is in response to your request for review of the attached 2017 WIC MOU – Career Pathways.

I reviewed the 2017 WIC MOU – Career Pathways and found the document legally sufficient.

S061 V2.1 PRD DISTRICT OF COLUMBIA R\*STARS 2.1 12/01/16 12:32 PM  
LINK TO: \_\_\_\_\_ AGENCY BUDGET FINANCIAL INQUIRY DSNF

AGENCY: EM0 AY: 17 ORG CODE: 3035 PGM CODE: 3030 FUNC CODE: \_\_\_\_\_  
AP FUND: \_\_\_\_\_ FUND: 0700 GRANT/PH: \_\_\_\_\_ PROJECT/PH: EM0CF2 17  
COMP SRC/GRP: 1070 OBJ/COBJ/AGY OBJ: \_\_\_\_\_ AGY OBJ GROUP: \_\_\_\_\_  
ORG LEVEL: 03 WORKFORCE INVESTMENT COUNCIL  
PGM LEVEL: 02 WORKFORCE INVESTMENT

FUNC LEVEL:  
INQ TYPE: MC (MA, YA, MY, YY, MC, YC) DETAIL/SUMMARY: D  
INQ YEAR: 17 INQ MONTH: 03 ADJUSTED BUDG: .00  
BUDGET AVAIL: 2,000,000.00 BUDG % AVAIL: .00  
EXPEND/BUDG %: 0.00 ALLOT/BUDG %: 0.00  
ALLOTMENT BAL: 2,000,000.00 UNEXPND ALLOT: 2,000,000.00  
BT TITLE AMOUNT BT TITLE AMOUNT  
16 INTRA-DIST 2,000,000.00-

F1-HELP F2-DOC INQ F5-NEXT F9-INTERRUPT ENTER-INQUIRE CLEAR-EXIT

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPUTY MAYOR FOR GREATER E ECONOMIC OPPORTUNITY  
WORKFORCE INVESTMENT COUNCIL  
AND  
DEPARTMENT OF EMPLOYMENT SERVICES**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered between the Deputy Mayor for Economic Opportunity (DMGEO) and the District of Columbia Department of Employment Services (DOES), referred to herein individually as the "Party" and collectively as the "Parties."

DOES is the agency whose mission is to plan, develop, and administer workforce development services to District of Columbia residents (District residents). DOES provides a range of programs and services to job seekers, including job development, job search assistance, self-directed job search, vocational training, apprenticeship, unemployment insurance, transitional employment, and referrals to supportive services and educational programs. To carry out its mission, DOES receives Workforce Innovation and Opportunity Act (WIOA), 29 USC 3101, et seq. grant funds from the United States Department of Labor.

DMGEO serves as the institutional home for the District of Columbia Workforce Investment Council (WIC). The WIC serves as both the state and local Workforce Investment Board (WIB) and, as such, is responsible for carrying out the responsibilities enumerated in 29 USC § 3111 and 29 USC § 3122, including developing the state strategic workforce plan, negotiating statewide performance measures, setting statewide policies for the workforce system, certifying one-stop operators, establishing eligibility standards for training providers receiving WIOA funding, and selecting providers of WIOA Youth services..

**II. PROGRAM GOALS AND OBJECTIVES**

DOES has agreed to the pass through of WIOA grant funds not to exceed \$1,000,000 of each awarded phase of the WIOA grant funds from federal program year 2016 and carryover from prior years for Fiscal Year 2017 to DMGEO. DOES agrees to transfer a minimum of \$797,822.28 to the WIC, which equates to 60 percent of the District's WIOA State Set-Aside for federal program year 2016, in addition to carry-over funds from prior program years if available. The maximum pass through amount includes administrative support of the WIC program. DMGEO, on behalf of the WIC, will be responsible for providing DOES with associated documentation to establish funded programs, quarterly programmatic reports, and cost reimbursement packages to include copies of associated invoices for DOES' review and approval prior to a drawdown (cost reimbursement) of associated Intra-District funds. DOES maintains its administrative responsibilities as the State Agency for WIOA Grants pursuant to WIOA.

**III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:



**A. RESPONSIBILITIES OF DMGEO**

DMGEO shall:

1. As a sub-recipient of DOL funds, comply with all performance and financial accountability requirements, as set forth in WIOA and the Uniform Guidance, 2 CFR part 200, et seq.
2. Provide DOES with required documentation to establish funded programs, programmatic reports, and cost reimbursement packages, including recipient share to include copies of all 485 reports, purchase orders, and invoices for DOES review and approval prior to a drawdown (cost reimbursement) of the allocated WIOA grant funds.
3. Provide DOES with the required performance and administrative reports detailing the expenditure of the allocated funds for each category of funds (monthly i.e., WIOA Adult, Youth, and Dislocated Worker) for administration and operation of the WIC workforce development activities, within thirty days (30) of the close of each quarter.
4. Support the WIC in performing and carrying out its responsibilities as a state and local WIB under 29 USC § 3111 and 29 USC § 3122 of WIOA, consistent with the roles and responsibilities outlined in the approved DC Workforce Development Strategic Plan of 2016-2020.
5. Resolve all the pertinent DOL corrective action plan concerns related to the WIC.
6. Dedicate up to seven FTEs to serve in the positions outlined in the chart immediately below, who will support the responsibilities described in Section III.A. The positions will be split-funded between WIOA funds and local funds.

Position Title	Estimated WIA Funds (transferred from DOES per Section VI.A.1)	Estimated DMGEO (local) Funds
Executive Director	\$131,607.74	\$43,869.25
Associate Director	\$95,826.41	\$31,942.14
Statewide Programs Director	\$31,942.14	\$95,826.41
Program Manager	\$81,082.59	\$27,027.53
Program Manager	\$31,769.17	\$95,307.50
Program Analyst	\$109,515.18	\$0.00
Research Associate	\$17,851.34	\$53,554.01

**A. RESPONSIBILITIES OF DOES**

DOES shall:

Report and communicate workforce developments within the agency to the WIC. Disseminate information to the WIC needed to perform the activities described in Section 111.A.3 related to the workforce development activities, training providers' performance, unemployment information, workers compensation, etc.

Establish the Intra-District transfer to the sub-recipient for the pass through funds through its fiscal agent DOES - OCFO.

Transfer funds to DMGEO for the implementation of the WIC services Identified in Section 111.A.4, including the personnel costs of the employees identified in the chart contained in Section III.A.

**IV. DURATION OF MOU**

- A. The duration of this MOU shall be from the date the last Party signed this MOU through September 30, 2017, unless terminated in writing by the Parties pursuant to Section X.
- B. The parties may extend the term of this MOU by exercising a maximum of four (4) one (1) year option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DOES shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

**V. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01 (k), Workforce Investment and Opportunity Act, 29 U.S.C. § 3101, et seq. and Mayor's Order 2016-086, effective June 2, 2016.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

- 1. The total costs of workforce development services for FY 2017 shall not exceed \$1,000,000, which shall include labor, materials, and overhead. DOES agrees to transfer a minimum of \$797,822.28 to the WIC, which equates to 60 percent of the District's WIOA State Set-Aside for federal program year 2016, in addition to carry-over funds from prior program years if available.
- 2. In the event of termination of the MOU, reimbursement to the DOES for any amounts not expended shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

**B. PAYMENT**

- 1. Payment for the goods and/or services shall be made through an Intra-District advance by DOES to DMGEO for \$797,822.28 as a one-time advance payable within 30 days after execution of this MOU. Payment of additional funds in an amount up to \$202,177.72 may be made through an Intra-District advance by DOES to DMGEO at a later date if available.
- 2. Payment for the goods and services shall not exceed the actual cost of the goods, services, and positions funded.

3. DMGEO shall return any excess advance to DOES within 30 days of the end of the current fiscal year.

**C. FUNDING RESTRICTIONS**

1. Pass through funding cannot be comingled within the three (3) following WIOA programs: (1) Adult, (2) Dislocated Workers, and (3) WIOA Youth. Each program must be separate and distinct. The funds advanced under this MOU should be allocated to the WIOA programs pursuant to the tables in Appendix A and B.
2. Funding restrictions related to allowable cost, limits on administrative costs, indirect costs, and construction costs (generally not allowed under WIA) can be found in: 20 CFR part 668, subpart H regarding administrative requirements for WIA Section 166 grants; 20 CFR 667.200 through 667.220; 20 CFR 667.210(b) and the Uniform Guidance, where applicable. Pre-award costs can be approved by Federal Grant Officer in accordance with OMB Circular A-87 or A-122.
3. DMGEO will be responsible for all costs disallowed by the U.S. Department of Labor.

FY2017 Source of Funding for WIC Intra-District Budget Authority				
Grant No	Grant Title	Grant Ph	WIC/DOES	FY 2017 Grant Award
WADSFY	WIOA Adult	14-15	WIC/CARRY-OVER	TBD*
WADSFY	WIOA Adult	16	WIC	\$203,789.66
<b>WADSFY Total</b>	<b>WIOA Adult</b>		<b>WIC</b>	<b>TBD*</b>
WDSSFY	WIOA Dislocated Worker	14-15	WIC/CARRY-OVER	TBD*
WDSSFY	WIOA Dislocated Worker	16	WIC	\$320,887.28
<b>WDSSFY Total</b>	<b>WIOA Dislocated Worker</b>		<b>WIC</b>	<b>TBD*</b>
WYTSPY	WIOA Youth	14-15	WIC/CARRY-OVER	TBD*
WYTSPY	WIOA Youth	16	WIC	\$273,145.34
<b>WYTSPY Total</b>	<b>WIOA Youth</b>		<b>WIC</b>	<b>TBD*</b>
<b>TOTAL – PY16</b>		<b>16</b>	<b>WIC</b>	<b>\$797,822.28</b>
<b>TOTAL</b>			<b>WIC</b>	<b>Up to \$1,000,000*</b>

\*DOES commits to transferring at least \$797,822.28 in federal program year 2016 to the WIC. Additional funds of up to \$202,177.72 in carry-over may also be transferred, divided by the three programs noted above in amounts to be determined.

**D. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## VII. COMPLIANCE AND MONITORING

As this MOU is funded by federal funds, DMGEO will be subject to scheduled and unscheduled monitoring reviews by the U.S. Department of Labor to ensure compliance with all applicable requirements.

## VIII. RECORDS AND REPORTS

DMGEO shall maintain records and receipts for the expenditure of all WIA grant funds provided under this MOU for a minimum of 3 years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of DOES and DOL and other officials as may be specified by the District of Columbia at its sole discretion.

## IX. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations and policies.

## X. TERMINATION

Either Party may terminate this MOU by giving 30 calendar days' advance written notice to the other Party and a status report of the expenditure of all WIOA grant funds and any participants being served under this MOU.

## XI. NOTICE

All notices shall be sent by the most expeditious means available including facsimile, overnight courier, certified or registered mail to the following individuals, who are the contact points for each Party under this MOU:

Deborah Carroll  
Director  
Department of Employment Services  
4058 Minnesota Ave. N.E.  
Washington, D.C. 20019  
Phone: 202.671.1900  
[Deborah.Carroll@dc.gov](mailto:Deborah.Carroll@dc.gov)

Odie Donald Executive Director  
Workforce Investment Council  
Office of the Deputy Mayor for Greater  
Economic Opportunity  
2235 Shannon Place, SE 3031  
Washington, DC 20020  
Phone: 202.715.2843.  
[Odie.donald@dc.gov](mailto:Odie.donald@dc.gov)

Any such notice shall be deemed delivered when received.

## XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

## XIII. RESOLUTION OF DISPUTES

DMGEO and DOES shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

**XIV. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

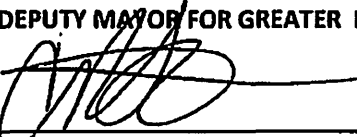
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

**DEPARTMENT OF EMPLOYMENT SERVICES**

  
\_\_\_\_\_  
Deborah Carroll, Director

9/23/2016  
Date: \_\_\_\_\_

**DEPUTY MAYOR FOR GREATER ECONOMIC OPPORUNITY**

  
\_\_\_\_\_  
Courtney Snowden, Deputy Mayor

Date: 10/2/16



APPENDIX A: FY 2017 WIOA PERSONNEL EXPENDITURES

POSITIONS	GRADE	WIOA Adult (27% of Total WIOA Funding)	WIOA Dislocated Worker (43% of Total WIOA Funding)	WIOA Youth (30% of Total WIOA Funding)	WIOA Total
Executive Director	15	\$35,534.09	\$56,591.33	\$39,482.32	\$131,607.74
Research Associate	11	\$4,819.86	\$7,676.07	\$5,355.40	\$17,851.34
Associate Director	14	\$25,873.13	\$41,205.36	\$28,747.92	\$95,826.41
Program Manager	13	\$21,892.30	\$34,865.51	\$24,324.78	\$81,082.59
Program Manager	13	\$8,577.68	\$13,660.74	\$9,530.75	\$31,769.17
Statewide Workforce Programs Director	14	\$8,624.38	\$13,735.12	\$9,582.64	\$31,942.14
Program Analyst	12	\$29,569.10	\$47,091.53	\$32,854.55	\$109,515.18
<b>GRAND TOTAL</b>		<b>\$134,890.53</b>	<b>\$214,825.66</b>	<b>\$149,878.37</b>	<b>\$499,594.56</b>

APPENDIX B: FY 2017 WIOA NON-PERSONNEL EXPENDITURES, Grants and Contracts as Noted

FY 2017 Appropriation (via DOES MOU, all non-personnel)	CS Code	Total	WIOA Adult	WIOA DW	WIOA Youth
		\$298,227.72	\$68,899.13	\$106,061.62	\$123,266.97
Grant Allocation	50	\$0.00	\$0.00	\$0.00	\$0.00
Contract-Large Allocation	41	\$148,227.72	\$34,244.84	\$52,715.66	\$61,267.22
Contractual Services	20	\$105,000.00	\$24,258.00	\$37,342.17	\$43,399.83
Office Supplies	20	\$10,000.00	\$2,310.29	\$3,556.40	\$4,133.32
Equipment	70	\$35,000.00	\$8,086.00	\$12,447.39	\$14,466.61

Use of Funds	Vendor	PO	CS Code	FY17 Budget	WIOA Adult	WIOA DW	WIOA Youth
<b>Contract-Large Allocation (Contract Renewed through end of FY 2017)</b>							
WIOA Technical Assistance Consulting	Kairos Management	PO536123	41	\$148,227.72	\$34,244.84	\$52,715.66	\$61,267.22
<b>Contractual Services</b>							
Travel and Training	NA	NA	40	\$50,000.00	\$11,551.43	\$17,781.99	\$20,666.59
Food, Prints/ Materials, Other	NA	Multiple TBD	40	\$55,000.00	\$12,706.57	\$19,560.18	\$22,733.24
<b>Office Supplies</b>							
Office Supplies	Capital Services & Supplies	TBD	20	\$10,000.00	\$2,310.29	\$3,556.40	\$4,133.32
<b>Equipment</b>							
Transportation and Other	Multiple TBD	Multiple TBD	70	\$35,000.00	\$8,086.00	\$12,447.39	\$14,466.61





**INTRA-DISTRICT STANDARD REQUEST FORM**  
Government of the District of Columbia



**PART I**  
**GENERAL**

MOU NUMBER: \_\_\_\_\_

DATE OF MOU: 1 0 / 0 2 / 1 6

**SELLER INFORMATION**

AGENCY: Office of the Deputy Mayor for Greater Economic Opportunity (DMGEO) AGENCY CODE: EMO

NAME OF CONTACT: M.I. Awan

ADDRESS : 441 4th Street, N.W.

Suite 890 N

Washington, D.C. 20001

TELEPHONE # : 202-727-6503

FAX # : 202-727-2202

AUTHORIZING OFFICER *M.I. Awan*

DATE: 11.21.16

**BUYER INFORMATION**

AGENCY: Department of Employment Services AGENCY CODE: CFO

NAME OF CONTACT: Natalie Mayers, Agency Fiscal Officer

ADDRESS : 4058 Minnesota Avenue, NE, Suite 5700

Washington, D.C. 20019

TELEPHONE # : 202-727-5145

FAX # : \_\_\_\_\_

AUTHORIZING OFFICER *N. Mayers*  
Natalie Mayers, AFC, DOES

DATE: 11.21.16

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES



**INTRA-DISTRICT STANDARD REQUEST FORM**  
**Government of the District of Columbia**

Buyer's initials: \_\_\_\_\_  
 Seller's initials: \_\_\_\_\_

**PART II**

MOU NUMBER: \_\_\_\_\_ \_\_\_\_\_ 2 OF \_\_\_\_\_ 2

**SERVICE INFORMATION AND FUNDING CODES**

**GOOD/ SERVICE:** FY 2017 WORKFORCE INVESTMENT COUNCIL (WIC) - WIOA Support Services  
Total = \$1,000,000.00 - Advance of 797,822.28 = Balance of \$202,177.72.

REQUESTED DATE: \_\_\_/\_\_\_/\_\_\_ TOTAL: \$ 797,822.28

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
<b>SELLER</b>	EM0	17	4000i	BUS30	4600	4600		EMOCF7/17			
<b>BUYER</b>	CFO	17	Various see attached	Various see attached	Various see attached	Various see attached				8200	

**GOOD/ SERVICE:** \_\_\_\_\_

REQUESTED DATE: \_\_\_/\_\_\_/\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
<b>SELLER</b>											
<b>BUYER</b>											

**GOOD/ SERVICE:** \_\_\_\_\_

REQUESTED DATE: \_\_\_/\_\_\_/\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
<b>SELLER</b>											
<b>BUYER</b>											

**GOOD/ SERVICE:** \_\_\_\_\_

REQUESTED DATE: \_\_\_/\_\_\_/\_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
<b>SELLER</b>											
<b>BUYER</b>											

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPUTY MAYOR FOR GREATER ECONOMIC OPPORTUNITY  
WORKFORCE INVESTMENT COUNCIL  
AND  
DEPARTMENT OF EMPLOYMENT SERVICES**

**I. INTRODUCTION**

This Memorandum of Understanding (MOU) is entered into between the Deputy Mayor for Greater Economic Opportunity (DMGEO) and the District of Columbia Department of Employment Services (DOES), referred to herein individually as "Party" and collectively as "Parties."

DOES is the agency whose mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities. To carry out its mission, DOES receives Workforce Innovation and Opportunity Act (WIOA), 29 USC 3101, et seq., grant funds from the United States Department of Labor.

DMGEO serves as the institutional home for the District of Columbia Workforce Investment Council (WIC). The WIC serves as the state Workforce Development Board (SWDB) and, as such, is responsible for carrying out the responsibilities enumerated in 29 USC § 3111.

**II. PROGRAM GOALS AND OBJECTIVES**

DOES agrees to transfer \$1,057,457.00 to the WIC of the District's WIOA State Set-Aside for federal program year 2017. This amount includes administrative support of the WIC. DMGEO, on behalf of the WIC, will be responsible for providing DOES with associated documentation to establish funded programs, quarterly programmatic reports, and cost reimbursement packages to include copies of associated invoices for DOES' review and approval prior to a drawdown (cost reimbursement) of associated Intra-District funds. DOES maintains its administrative responsibilities as the State Agency for WIOA grants pursuant to WIOA.

**III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

**A. RESPONSIBILITIES OF DMGEO**

DMGEO shall:

1. As a sub-recipient of DOL funds, comply with all performance and financial accountability requirements, as set forth in WIOA and the Uniform Guidance, 2 CFR part 200, et seq.
2. Provide DOES with required documentation to establish funded programs, programmatic reports, and cost reimbursement packages, including recipient share, copies of all 485 reports, purchase orders, and invoices for DOES' review and approval prior to a drawdown (cost reimbursement) of the allocated WIOA grant funds.
3. Provide DOES with the required performance and administrative reports detailing the expenditure of the allocated funds for each category of funds (monthly i.e., WIOA Adult, Youth, and Dislocated Worker) for administration and operation of the WIC workforce development activities, within 30 days of the close of each quarter.
4. Support the WIC in performing and carrying out its responsibilities as a state WIB under 29 USC § 3111 of WIOA, consistent with the roles and responsibilities outlined in the approved DC Workforce Development Strategic Plan of 2016-2020.
5. Resolve all the pertinent DOL corrective action plan concerns related to the WIC.
6. Dedicate up to 4 FTEs to serve in the positions outlined in the chart immediately below, who will support the responsibilities described in Section III. A. The positions will be split-funded between WIOA funds and local funds.

<b>Position Title</b>	<b>Estimated WIA Funds (transferred from DOES per Section VI.A.1)</b>	<b>Estimated DMGEO (local) Funds</b>
Executive Director	\$131,607.74	\$43,869.25
Associate Director	\$95,826.41	\$31,942.14
Program Manager	\$81,082.59	\$27,027.53
Program Analyst	\$109,515.18	\$0.00

**B. RESPONSIBILITIES OF DOES**

DOES shall:

1. Report and communicate workforce developments within DOES to the WIC.

2. Disseminate information to the WIC needed to perform the activities described in Section III.A.3 related to the workforce development activities, including training providers' performance, unemployment information, workers compensation, etc.
3. Establish the Intra-District transfer to the sub-recipient for the pass through funds through its fiscal agent DOES - OCFO.
4. Transfer funds to DMGEO for the implementation of the WIC services identified in Section III.A.4, including the personnel costs of the employees identified in the chart contained in Section III. A.

#### **IV. DURATION OF MOU**

- A. The duration of this MOU shall be from the date the last Party signed this MOU through September 30, 2018, unless terminated in writing by the Parties pursuant to Section X.
- B. The Parties may extend the term of this MOU by exercising a maximum of four (4) one (1) year option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DOES shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

#### **V. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01 (k), Workforce Investment and Opportunity Act, 29 U.S.C. § 3101, et seq., Mayor's Order 2016-086, effective June 2, 2016 and any other authority under the Parties' programs

#### **VI. FUNDING PROVISIONS**

##### **A. COST OF SERVICES**

1. The total costs of workforce development services for FY 2018 shall not exceed \$1,057,457.00 which shall include labor, materials, and overhead. DOES agrees to transfer \$1,057,457.00 to the WIC, which is the District's WIOA State Set-Aside for federal program year 2017, in addition to carry-over funds from prior program years, if available.
2. In the event of termination of the MOU, reimbursement to DOES for any amounts not expended shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

##### **B. PAYMENT**

1. Payment for the goods and/or services shall be made through an Intra-District advance by DOES to DMGEO for \$1,057,457.00 as a one-time advance payable within 30 days after execution of this MOU. Payment of

additional funds may be made through an Intra-District advance by DOES to DMGEO at a later date, if additional funds are available.

2. Payment for the goods and services shall not exceed the actual cost of the goods, services, and positions funded.
3. DMGEO shall return any excess advance to DOES within 30 days of the end of the current fiscal year.

**C. FUNDING RESTRICTIONS**

1. Pass through funding cannot be comingled within the three (3) following WIOA programs: (1) Adult, (2) Dislocated Workers, and (3) Youth. Each program must be separate and distinct. The funds advanced under this MOU should be allocated to the WIOA programs pursuant to the tables in Appendix A and B.
2. Funding restrictions related to allowable cost, limits on administrative costs, indirect costs, and construction costs (generally not allowed under WIOA) can be found in 20 CFR part 668, subpart H regarding administrative requirements for WIOA Section 166 grants, 20 CFR 667.200 through 667.220; 20 CFR 667.210(b) and the Uniform Guidance, where applicable. Pre-award costs can be approved by Federal Grant Officer in accordance with OMB Circular A-87 or A-122.
3. DMGEO will be responsible for all costs disallowed by the U.S. Department of Labor.

<b>FY2018 Source of Funding for WIC Intra-District Budget Authority</b>				
<b>Grant No</b>	<b>Grant Title</b>	<b>Grant PY</b>	<b>WIC/DOES</b>	<b>FY 2018 Grant Award</b>
<b>WADSFY Total</b>	<b>WIOA Adult</b>	<b>16-18</b>	<b>WIC</b>	\$285,485.79
<b>WDSSFY Total</b>	<b>WIOA Dislocated Worker</b>	<b>16-18</b>	<b>WIC</b>	\$454,749.22
<b>WYTSPY Total</b>	<b>WIOA Youth</b>	<b>16-18</b>	<b>WIC</b>	\$317,221.99
<b>TOTAL – PY16-18</b>		<b>16-18</b>	<b>WIC</b>	<b>\$1,057,457.00</b>

\*DOES commits to transferring \$1,057,457.00 in federal program year 2017 funding to the WIC. Additional funds may also be transferred, divided by the three programs noted above in amounts to be determined.

**D. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.



## VII. COMPLIANCE AND MONITORING

As this MOU is funded by federal funds, DMGEO will be subject to scheduled and unscheduled monitoring reviews by the U.S. Department of Labor, DOES and other officials as may be specified by the District of Columbia to ensure compliance with all applicable requirements.

## VIII. RECORDS AND REPORTS

DMGEO shall maintain records and receipts for the expenditure of all WIOA grant funds provided under this MOU for a minimum of 3 years from the date the final federal financial report (9130) for the above mentioned grants is submitted to the U. S. Department of Labor and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of DOES and DOL and other officials as may be specified by the District of Columbia at its sole discretion.

## IX. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations and policies.

## X. TERMINATION

Either Party may terminate this MOU by giving 30 calendar days' advance written notice to the other Party and a status report of the expenditure of all WIOA grant funds and any participants being served under this MOU.

## XI. NOTICE

All notices shall be sent by the most expeditious means available including facsimile, overnight courier, certified or registered mail to the following individuals, who are the contact points for each Party under this MOU:

**Odie Donald II**  
Director  
Department of Employment Services  
4058 Minnesota Ave. N.E.  
Washington, D.C. 20019  
Phone: 202.671.1900  
[Odie.Donald@dc.gov](mailto:Odie.Donald@dc.gov)

**Diane Pabich, Interim Executive Director**  
Workforce Investment Council  
Office of the Deputy Mayor for Greater Economic Opportunity  
2235 Shannon Place, SE 3031  
Washington, DC 20020  
Phone: 202.671.2871  
[Diane.Pabich@dc.gov](mailto:Diane.Pabich@dc.gov)

Any such notice shall be deemed delivered when received.

## XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

**XIII. RESOLUTION OF DISPUTES**

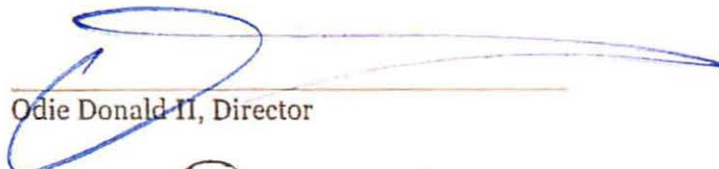
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**XIV. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

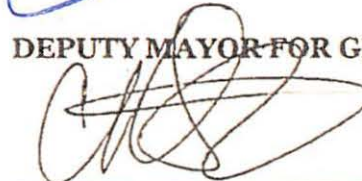
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

**DEPARTMENT OF EMPLOYMENT SERVICES**

  
\_\_\_\_\_  
Odie Donald II, Director

Date: 12/20/17

**DEPUTY MAYOR FOR GREATER ECONOMIC OPPORTUNITY**

  
\_\_\_\_\_  
Courtney Snowden, Deputy Mayor

Date: 12/20/17

APPENDIX A: FY 2018 WIOA PERSONNEL  
EXPENDITURES

POSITIONS	GRADE	WIOA Adult (27% of Total WIOA Funding)	WIOA Dislocated Worker  (43% of Total WIOA Funding)	WIOA Youth (30% of Total WIOA Funding)	WIOA Total
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Associate Director	14	\$25,873.13	\$41,205.36	\$28,747.92	\$95,826.41
Program Manager	13	\$21,892.30	\$34,865.51	\$24,324.78	\$81,082.59
Program Analyst	12	\$29,569.10	\$47,091.53	\$32,854.55	\$109,515.18
<b>GRAND TOTAL</b>		<b>\$112,868.62</b>	<b>\$179,753.73</b>	<b>\$125,409.57</b>	<b>\$418,031.92</b>



**APPENDIX B: FY 2018 WIOA NON-PERSONNEL EXPENDITURES, GRANTS AND CONTRACTS AS NOTED**

FY 2018 Appropriation (via DOES MOU, all non-personnel)	CS Code	Total	WIOA Adult	WIOA DW	WIOA Youth
		\$639,374.72	\$172,617.17	\$274,891.13	\$191,812.42
Grant Allocation	50	\$0.00	\$0.00	\$0.00	\$0.00
Contract – One-Stop Operator	41	\$601,174.72	\$162,317.17	\$258,505.13	\$180,352.42
Travel and Training	20	\$30,000.00	\$8,100.00	\$12,900.00	\$9,000.00
Office Supplies	20	\$4,100.00	\$1,100.00	\$1,743.00	\$1,230.00
Equipment	70	\$4,100.00	\$1,100.00	\$1,743.00	\$1,230.00

Use of Funds	Vendor	PO	CS Code	FY18 Budget	WIOA Adult	WIOA DW	WIOA Youth
<b>Contract-Large Allocation (Contract Renewed through end of FY 2018)</b>							
One-Stop-Operator	Grant Associates	TBD	41	\$601,174.72	\$162,317.17	\$258,505.13	\$180,352.42
<b>Contractual Services</b>							
Travel and Training	NA	NA	40	\$30,000.00	\$8,100.00	\$12,900.00	\$9,000.00
<b>Office Supplies</b>							
Office Supplies	Capital Services & Supplies	TBD	20	\$4,100.00	\$1,100.00	\$1,743.00	\$1,230.00
<b>Equipment</b>							
Other	Multiple TBD	Multiple TBD	70	\$4,100.00	\$1,100.00	\$1,743.00	\$1,230.00

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**


Department of Employment Services


MURIEL BOWSER  
MAYOR



ODIE DONALD II  
DIRECTOR

**MEMORANDUM**

TO: Odie Donald II   
Director

FROM: Tonya A. Robinson   
General Counsel

DATE: 15 December 2017

SUBJECT: Legal Sufficiency Review of 2018 MOU with DMGEO – WIC Funding

---

This Memorandum is provided in response to your request for legal sufficiency review of the attached 2018 MOU with DMGEO – WIC Funding.

I reviewed and revised this 2018 MOU with DMGEO – WIC Funding and found it legally sufficient.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services



OFFICE OF THE DIRECTOR  
REVIEW AND APPROVAL ROUTING SHEET

WIC FUNDING

This routing sheet has been developed to ensure that all appropriate Senior Management Team members have thoroughly reviewed, approved, and signed off on all official documents in their respective DOES program areas prior to the Director's receipt for final approval and signature, as needed.

Parties Consulted:	Initials	Date
<input type="checkbox"/> DOES General Counsel <i>When legal issues are involved</i>		
<input type="checkbox"/> DOES Fiscal Officer <i>When fiscal matters are involved</i>		
<input type="checkbox"/> Chief Strategy Officer <i>When it involves performance, data, innovation and youth opportunities</i>		
<input checked="" type="checkbox"/> Deputy Director of Workforce Development <i>When it involves meeting compliance/regulatory requirements or affects constituent care or provider issues</i>		12/15/2017
<input checked="" type="checkbox"/> Chief Operating Officer <i>When operational issues are involved</i>		12.20.2017
<input type="checkbox"/> Chief Information Officer <i>When Information Technology issues are involved</i>		
<input type="checkbox"/> Program Manager, Human Resources <i>When personnel issues are involved</i>		
<input type="checkbox"/> Chief of Staff <i>When DOL issues are involved or as necessary</i>		
<input type="checkbox"/> Associate Director/Program Manager <i>For the policy-related program (indicate below):</i>		
<input type="checkbox"/> Communications Director/Senior Advisor <i>For Quality Control purposes</i>		

Director's Decision: Approved  Disapproved

In this section, the Director will sign to indicate approval of the recommended option or will provide comments to indicate pursuit of an alternate course of action.

Director's Comments:

\_\_\_\_\_

Director's Signature

12/20/17  
Date

12/20/17  
awr



**INTRA-DISTRICT STANDARD REQUEST FORM**

Government of the District of Columbia

**PART I**

**GENERAL**

MOU NUMBER: \_\_\_\_\_

DATE OF MOU: \_\_\_\_\_

**SELLER INFORMATION**

AGENCY: Office of Deputy Mayor for Economic Opportunity

AGENCY CODE: EM0

NAME OF CONTACT: Eden Teklebrhane, Agency Fiscal Officer

ADDRESS : 441 4th street Suit 890N

Washington, DC 20001

TELEPHONE # : 202.727.0333

FAX # : 202.724.4316

AUTHORIZING OFFICER \_\_\_\_\_

DATE: \_\_\_\_\_

**BUYER INFORMATION**

AGENCY: Department of Employment services

AGENCY CODE: CF0

NAME OF CONTACT: Natallie Myers, Agency Fiscal Officer

ADDRESS : 4058 Minnesota Avenue NE Suite 5700

Washington DC 200019

TELEPHONE # : 202-727-5145

FAX # :

AUTHORIZING OFFICER \_\_\_\_\_

DATE: \_\_\_ / \_\_\_ / \_\_\_

**PLEASE SEE NEXT PAGE FOR GOODS/ SERVICES DESCRIPTION AND FUNDING INFORMATION**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WORKFORCE INVESTMENT COUNCIL, DEPARTMENT OF EMPLOYMENT SERVICES AND  
OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into among the District of Columbia Workforce Investment Council (WIC), the Office of the State Superintendent of Education (OSSE), and the District of Columbia Department of Employment Services (DOES), referred to herein individually as "Party" and collectively as "Parties."

WIC serves as the state workforce board, empowered to advise the Mayor on the development, implementation, and continued improvement of an innovative, integrated, and effective workforce development system. WIC is charged with assisting the Mayor and District agencies in developing a demand driven system and programs to meet the workforce needs of business and industry, support career development and self-sufficiency, and enhance the productivity and competitiveness of the District's workforce.

OSSE is the agency whose mission is to remove barriers and create pathways for District residents to receive a great education and prepare them for success in college, careers, and life. OSSE plays many roles in the lives of children, teens, and adults seeking an education in the District of Columbia. The agency sets statewide policies, provides resources and support, and exercises accountability for all public education in District of Columbia.

DOES's mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers, including job development, job assistance, self-directed job search, vocational training, apprenticeship, unemployment insurance, transitional employment and referrals to supportive service and educational programs. Additionally, pursuant to D.C. Official Code § 51-114, DOES administers the Unemployment and Workforce Development Administrative Fund.

**II. PROGRAM GOALS AND OBJECTIVES**

DOES has agreed to the transfer of funds to the WIC and OSSE to fund the Career Pathways Innovation grants partnership between WIC and OSSE to assist in meeting the literacy and workforce needs of District residents. The partnership between WIC and OSSE will focus on the provision of Integrated Education and Training Services to District residents that:

1. Assist adults in becoming literate and in obtaining the knowledge and skills necessary for employment and economic self-sufficiency;

2. Assist adults who are parents or family members in obtaining the education and skills that - (A) are necessary to become full partners in the educational development of their children; and that (B) lead to sustainable improvements in the economic opportunities for their family;
3. Assist adults in attaining a secondary school diploma and in the transition to employment, postsecondary education and training through career pathways; and
4. Assist immigrants and other individuals who are English language learners in (A) improving their -(i) reading, writing, speaking, and comprehension skills in English; and (ii) mathematics skills; and in (B) acquiring an understanding of the American system of government, individual freedom, and the responsibilities of citizenship.

### **III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties agree to carry out the following responsibilities.

#### **A. RESPONSIBILITIES OF DOES**

1. Transfer \$1,100,000 to OSSE through an Intra-District Transfer for the services identified below in Section C: Responsibilities of OSSE.
2. Transfer \$400,000 to WIC through an Intra-District Transfer for grants and contracts as noted below.

#### **B. RESPONSIBILITIES OF WIC**

1. Plan, design, coordinate and offer Community of Practice workshops to eligible providers, in coordination with OSSE.
2. Participate in quarterly partner meetings with OSSE.
3. Manage and monitor services stated in this MOU and progress of all activities with OSSE.

#### **C. RESPONSIBILITIES OF OSSE**

1. Award Adult Education and Family Literacy Act (AEFLA) and WIC grant funds to eligible providers to develop and implement innovative Integrated Education and Training Program models that include the provision of adult education and literacy activities, workforce preparation activities and training for a specific occupation or occupational cluster and work-based learning opportunities to District residents.



2. Work in collaboration with the WIC to engage eligible providers in technical assistance, professional development, meetings, Community of Practice Forums (e.g. Career Pathways and other relevant topics) and other events including provider fairs, First Fridays and other activities designed to make District residents aware of OSSE AEFLA and WIC funded programs and services.
3. Use funds to support the OSSE Adult and Family Education unit's administrative functions for this MOU, including grants management, service coordination, monitoring, professional development, technical assistance, resources, data collection, and reporting, and to support additional adult literacy and/or state leadership activities relative to this initiative.
4. Participate in OSSE and WIC quarterly partner meetings.
5. Provide monthly reports to the WIC that include eligible provider and customer performance, progress, outcome, and financial data at the aggregate level by provider throughout the duration of the MOU on or before the specified due date(s).
6. Manage and monitor services stated in this MOU and the progress of all activities with the WIC.

**IV. DURATION OF MOU**

- A. The period of this MOU shall be from October 1, 2017 through September 30, 2018 (Program Year 2018), unless terminated in writing by the Parties prior to the expiration.

**V. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01 (k) and any other authority under the Parties' programs

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

1. Total cost for services to be provided under this MOU shall not exceed \$1,500,000 for Fiscal Year 2018. Funding for services shall not exceed the actual cost of the goods or services provided, including labor, materials, and overhead.

2. In the event of termination of the MOU, payment to WIC and OSSE shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

#### **B. PAYMENT**

1. Payment for all of the goods and services shall be made through an Intra-District advance by DOES to the WIC and OSSE based on the amounts specified in Section III, Paragraph A. Payment for all goods and services shall not exceed the actual cost of goods and services.
2. WIC shall submit monthly financial reports to DOES which shall detail the amount of expenditures for that period.
3. WIC shall return any excess advance to DOES within 30 days of the current fiscal year.
4. OSSE shall submit monthly financial reports to the WIC which shall detail the amount of expenditures for that period.
5. OSSE shall submit an annual report to the WIC, which shall detail the total amount of expenditures for the fiscal year.
6. OSSE shall return any excess advance to DOES within 30 days of the end of the current fiscal year.
7. The Parties' shall resolve any adjustments and/or disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the District of Columbia's Office of Financial Operations and Systems.
8. OSSE will be responsible for any amounts ultimately disallowed by an audit finding of OSSE non-compliance. It will not be responsible for any amounts ultimately disallowed by an audit finding of WIC non-compliance.

#### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act,

D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47- 105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia local funds, WIC and OSSE will be subject to scheduled and unscheduled monitoring reviews by DOES to ensure compliance with all applicable requirements.

## **VIII. RECORDS AND REPORTS**

OSSE will maintain records and receipts for the expenditures of all funds. Both OSSE and WIC shall maintain records of project activities for a minimum of 3 years from the date of expiration or termination of the MOU and, upon request, make these documents available for inspection by duly authorized representatives of any Party and/or other District of Columbia officials, at its sole discretion.

## **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided pursuant to this MOU, in accordance with all relevant federal and local statutes, regulations, and policies.

## **X. TERMINATION**

Any Party may terminate this MOU in whole or in part by giving 60 calendar days advance written notice to the other Parties and a report on the status of all customers receiving services pursuant to this MOU.

## **XI. NOTICE**

The following individuals are the contact points for each Party under this MOU:

### **For DOES:**

Melanie D. Winfield  
Deputy Director of Workforce Development, Department of Employment Services  
4058 Minnesota Ave NE, Washington DC 20019  
Phone: 202-671-1900 (w) / 202-487-3442 (c)

### **For WIC:**

**Anika Holmes**  
Workforce Intermediary Specialist  
Workforce Investment Council  
2235 Shannon Place, S.E., Suite 3031 Washington, DC 20020  
Email: Anika.holmes@dc.gov  
Phone: 202.698.5771 (w)/202-769-6216 (c)

**For OSSE:**

**J. Michelle Johnson**  
State Director, Adult and Family Education Office of the State Superintendent of Education  
810 First Street, N.E., 2nd Floor  
Washington, DC 20002  
Email: Jmichelle.johnson@dc.gov  
Phone: 202-741-5533 (w)/202-247-6054 (c)

## **XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

## **XIII. PROCUREMENT PRACTICES ACT**

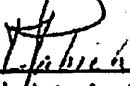
If a District of Columbia agency instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01et seq.), as amended, to procure the goods or services of the agent or third party.

## **XIV. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

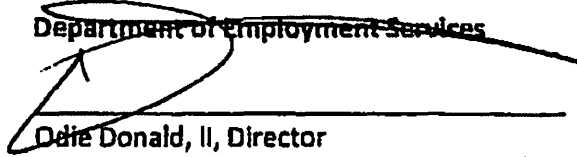
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

Workforce Investment Council

  
\_\_\_\_\_  
Diane Pabich/Interim Executive Director

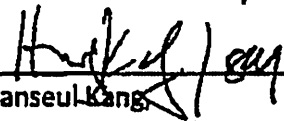
1/27/18  
\_\_\_\_\_  
Date

~~Department of Employment Services~~

  
\_\_\_\_\_  
Odie Donald, II, Director

1/30/18  
\_\_\_\_\_  
Date

Office of the State Superintendent of Education

  
\_\_\_\_\_  
Hanseul Kang  
State Superintendent of Education

1/29/18  
\_\_\_\_\_  
Date





INTRA-DISTRICT STANDARD REQUEST FORM  
Government of the District of Columbia



PART I  
GENERAL

MOU NUMBER: \_\_\_\_\_

DATE OF MOU: 01 / 30 / 18

SELLER INFORMATION

AGENCY: Office of the Deputy Mayor for Greater Economic Opportunity (DMGEO) AGENCY CODE: EMO

NAME OF CONTACT: M. I. Awan

ADDRESS : 441 4th Street, N.W.

Suite 890 N

Washington, D.C. 20001

TELEPHONE # : 202-727-~~1259~~ 6503

FAX # : 202-727-2202

AUTHORIZING OFFICER C. M. J. Jwe

DATE: 2 / 12 / 2018

BUYER INFORMATION

AGENCY: Department of Employment Services AGENCY CODE: CFO

NAME OF CONTACT: Natalie Mayers, Agency Fiscal Officer

ADDRESS : 4058 Minnesota Avenue, NE, Suite 5700

Washington, D.C. 20019

TELEPHONE # : 202-727-5145

FAX # : \_\_\_\_\_

AUTHORIZING OFFICER Natalie Mayers, AFO, DOES

DATE: 2 / 6 / 18

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

**INTRA-DISTRICT STANDARD REQUEST FORM**

Government of the District of Columbia

Buyer's initials: \_\_\_\_\_

Seller's initials: \_\_\_\_\_

**PART II**

MOU NUMBER: \_\_\_\_\_

\_\_\_\_\_ 2 OF \_\_\_\_\_ 2

**SERVICE INFORMATION AND FUNDING CODES**

**GOOD/ SERVICE:** FY 2018 Career Pathways Innovation grants partnership to assist in meeting the literacy and workforce needs of District residents. (WIC portion = \$400,000.00)

REQUESTED DATE: \_\_\_ / \_\_\_ / \_\_\_

TOTAL: \$ 400,000.00

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
SELLER	EMO	18	4008W	BUS30	4600	4600		EMICFW8/18			
BUYER	CFO	18	8DMGE	49000	0507	0507				0624	

**GOOD/ SERVICE:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

REQUESTED DATE: \_\_\_ / \_\_\_ / \_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
SELLER											
BUYER											

**GOOD/ SERVICE:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

REQUESTED DATE: \_\_\_ / \_\_\_ / \_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
SELLER											
BUYER											

**GOOD/ SERVICE:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

REQUESTED DATE: \_\_\_ / \_\_\_ / \_\_\_

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
SELLER											
BUYER											

**APPENDIX A**

**FY 2018 Career Pathways Funds**

<b>FY 2018 Career Pathways Task Force and Innovation Fund Budget - Non-Personnel - Grants and Contracts as Noted</b>	
FY 2018 Appropriation (via DOES MOU, all non-personnel)	<b>\$1,500,000.00</b>
Grant Allocation (comp source code 50)	<b>\$1,100,000.00</b>
Contract Allocation (comp source code 41)	<b>\$400,000.00</b>

<b>Use of Funds</b>	<b>Vendor</b>	<b>PO</b>	<b>CS Code</b>	<b>FY18 Budget</b>
<b>Contracts Renewed through end of FY 2018</b>				
WIC /Career Pathways Consulting	WIC/Kairos Management	TBD	41	\$62,960.00
WIC /District's State Workforce	WIC/Kairos Management	TBD	41	\$175,000.00
WIC /Grant and Technical Writing	WIC/Jeff Marcella	TBD	41	\$37,040.00
WIC /Career Pathways Community of Practice	WIC/Growth Transition Inc.	TBD	41	\$125,000.00
<b>Grants Renewed through end of FY 2018</b>				
OSSE AEFLA Grant	OSSE	TBD	50	\$1,100,000.00

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

Department of Employment Services

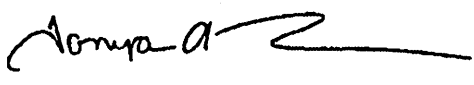
MURIEL BOWSER  
MAYOR



ODIE DONALD II  
DIRECTOR

**MEMORANDUM**

TO: Odie Donald II  
Director

FROM: Tonya A. Robinson  
General Counsel 

DATE: 19 January 2018

SUBJECT: Legal Sufficiency Review of 2018 MOU with WIC and OSSE

---

This Memorandum is provided in response to your request for legal sufficiency review of the attached 2018 MOU with WIC and OSSE.

I reviewed and revised the 2018 MOU with WIC and OSSE and found it legally sufficient.

Please note that Appendix A must accompany the MOU at all times to maintain legal sufficiency.

## Goodluck, Bryan (DOES)

---

**From:** Morgan, Chaia (OCFO)  
**Sent:** Tuesday, February 06, 2018 8:02 AM  
**To:** Goodluck, Bryan (DOES)  
**Cc:** Mayers, Natalie (DOES); Williams, Yasha (DOES); Moureview (OCFO); Beale, Mary (OCFO)  
**Subject:** RE: MOU Between DOES WIC OSSE - for \$1,500,000

Bryan: Pursuant to our conversation and the law, the use of these funds is in line with the MOU. Therefore, it is legally sufficient.

**CHAIA ODOMS MORGAN**  
Assistant General Counsel  
Government of the District of Columbia  
Office of the Chief Financial Officer  
Office of General Counsel  
1100 4th Street, SW, Suite 770 East, Washington, DC 20024  
202.442.8073 (t) / Fax: 202.478.9254 (f) / [chaia.morgan@dc.gov](mailto:chaia.morgan@dc.gov)

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**From:** Goodluck, Bryan (DOES)  
**Sent:** Thursday, February 1, 2018 4:21 PM  
**To:** Morgan, Chaia (OCFO) <[chaia.morgan@dc.gov](mailto:chaia.morgan@dc.gov)>  
**Cc:** Mayers, Natalie (DOES) <[Natalie.Mayers@dc.gov](mailto:Natalie.Mayers@dc.gov)>; Williams, Yasha (DOES) <[Yasha.Williams2@dc.gov](mailto:Yasha.Williams2@dc.gov)>  
**Subject:** RE: MOU Between DOES WIC OSSE - for \$1,500,000

Good Afternoon Chaia,

Attached is a copy of the D.C. Code 51-114 as was discussed this afternoon by telephone (Chaia/Natalie/Bryan). Please refer to item (D) on page 4.

Thanks,

Bryan



## Bryan D. Goodluck

Senior Financial Manager | Office of the Chief Financial Officer  
Government Operations Cluster | Department of Employment Services  
4058 Minnesota Avenue, N.E., Suite 5700 | Washington, DC 20019  
Voice: 202-671-1546 | E-mail: [bryan.goodluck2@dc.gov](mailto:bryan.goodluck2@dc.gov) | Website: <http://www.does.dc.gov>

The Government Operations Cluster: Continuous Improvement is Our Priority

---

**From:** Morgan, Chaia (OCFO)  
**Sent:** Wednesday, January 31, 2018 11:09 AM  
**To:** Goodluck, Bryan (DOES)  
**Cc:** Mayers, Natalie (DOES); Williams, Yasha (DOES)  
**Subject:** FW: MOU Between DOES WIC OSSE - for \$1,500,000

Bryan:

I am reviewing this MOU for legal sufficiency.

Below you state that O-type/special purpose funds will be used, but the MOU states that local funds will be used (See Section VII-Compliance & Monitoring). O-type funds are different from local funds in that they are restricted, and must be used for their specified purpose. Is this consideration part of the legal sufficiency issued by the DOES General Counsel?

Please advise.

Thanks.

Chaia

**CHAIA ODOMS MORGAN**  
Assistant General Counsel  
Government of the District of Columbia  
Office of the Chief Financial Officer  
Office of General Counsel  
1100 4th Street, SW, Suite 770 East, Washington, DC 20024  
202.442.8073 (t) / Fax: 202.478.9254 (f) / [chaia.morgan@dc.gov](mailto:chaia.morgan@dc.gov)

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*error, you are hereby notified that reading, sharing, copying, or distributing this message, or its contents, is prohibited. If you have received this message in error, please telephone or reply to me immediately and delete all copies of the message. Thank you.*

**From:** Goodluck, Bryan (DOES)  
**Sent:** Tuesday, January 30, 2018 5:19 PM  
**To:** Moureview (OCFO) <[Ocfo.moureview@dc.gov](mailto:Ocfo.moureview@dc.gov)>  
**Cc:** Mayers, Natalie (DOES) <[Natalie.Mayers@dc.gov](mailto:Natalie.Mayers@dc.gov)>; Williams, Yasha (DOES) <[Yasha.Williams2@dc.gov](mailto:Yasha.Williams2@dc.gov)>  
**Subject:** MOU Between DOES WIC OSSE - for \$1,500,000  
**Importance:** High

Good Afternoon OGC Team,

Attached is the DOES WIC OSSE MOU for review, and approval. Funding for this MOU is from DOES' O-Type/Special Purpose Funds - 0624.

Thanks,

Bryan

## **Bryan D. Goodluck**

Senior Financial Manager | Office of the Chief Financial Officer  
Government Operations Cluster | Department of Employment Services  
4058 Minnesota Avenue, N.E., Suite 5700 | Washington, DC 20019  
Voice: 202-671-1546 | E-mail: [bryan.goodluck2@dc.gov](mailto:bryan.goodluck2@dc.gov) | Website: <http://www.does.dc.gov>

The Government Operations Cluster: Continuous Improvement is Our Priority

**MEMORANDUM OF UNDESTANDING  
BETWEEN  
WORKFORCE INVESTMENT COUNCIL  
AND  
DEPARTMENT OF EMPLOYMENT SERVICES**

**I. INTRODUCTION**

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Workforce Investment Council (WIC), and the District of Columbia Department of Employment Services (DOES), referred to herein individually as "Party" and collectively as "Parties."

The WIC serves as the state workforce board, empowered to advise the Mayor on the development, implementation, and continued improvement of an innovative, integrated, and effective workforce development system. WIC is charged with assisting the Mayor and District agencies in developing a demand-driven system and programs to meet the workforce needs of business and industry, support career development and self-sufficiency, and enhance the productivity and competitiveness of the District's workforce.

DOES' mission is to plan, develop, and administer workforce development services to District of Columbia residents (District resident). DOES provides a range of programs and services to job seekers including: job development, job assistance, self-directed job search, vocational training, apprenticeship, unemployment insurance, transitional employment, and referrals to supportive service and educational program. Additionally, pursuant to D.C. Official Code § 51-114, DOES administers the Unemployment and Workforce Development Administrative Fund. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

**II. PROGRAM GOALS AND OBJECTIVES**

WIC has agreed to the transfer of funds to DOES to fund the integration of a successful workforce intermediary program. These funds will assist in the development of innovative programs that provide pre-apprenticeship, job training, or supportive services. The programs under this partnership shall include occupational job training and related services intended to assist District residents prepare for direct employment in the hospitality or construction industry. /

Under this MOU, WIC provides initial funding to test programs to determine proof of concept and success serving participants with barriers to employment as defined in the Workforce Innovation and Opportunity Act (WIOA), 29 USCA § 3102 (24). If a program is successful, WIC will transfer funding to DOES through an inter-district transfer with the intention to: a) incorporate program into the District-wide portfolio of workforce development services; b) fund the program using federal WIOA funding; and c) expand the program as appropriate.

### **III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties agree to carry out the following responsibilities:

#### **A. RESPONSIBILITIES OF WIC**

1. To determine if workforce intermediary program is eligible to be incorporated and/or expanded under DOES. See Appendix A for determination criteria.
2. If program will be incorporated and/or expanded under DOES, transfer \$500,000.00 to DOES through an Intra-District Transfer for the services identified below in "Section B: Responsibilities of DOES."
3. If program can be incorporated and/or expanded under DOES, transfer all available historic program performance data from WIC to DOES by the end of the first quarter of the execution of this MOU. Data shall include:
  - i. Number of Enrollments
  - ii. Job Placement Rate (a) at program exit, b) six months after program exit, and c) one year after program exit)
  - iii. Earnings for customers that were placed in subsidized or unsubsidized employment (a) at program exit, b) six months after program exit, and c) one year after program exit)
  - iv. Available customer-level demographic characteristics including:
    1. Age
    2. Race
    3. The last four digits of social security number
  - v. Program-level information on barriers including:
    - Basic skills scores (based on testing at intake)
    - Percent of customers served that are high school dropouts/have less than a high school diploma or equivalency
    - Percent of customers served who are ex-offenders
    - Percent of customers who are long-term unemployed (have unemployed for 27 or more consecutive weeks)
    - Percent of customers served who are currently or were formerly foster youth
    - Percent of customers served who have a disability
    - Percent of customers served with limited or no English proficiency
    - Percent of customers served who are dislocated workers
    - Percent of customers served who are youth in the juvenile justice system
    - Percent of customers served who are public assistance recipients
    - Percent of customers served who are public housing residents
    - Percent of customers who are low-income
    - Percent of customers who are homeless

- Percent of customers who are displaced homemakers as defined in WIOA, 29 USCA § 3102 (16)

## **B. RESPONSIBILITIES OF DOES**

1. Determine the method by which the program will be administered by DOES.
2. Evaluate potential customers at American Job Centers for eligibility and refer customers that meet eligibility criteria to providers or program administrators. Follow up on referred customers to make sure that they were enrolled in the program.
3. Manage and monitor services stated in this MOU and progress of all activities.
4. Evaluate program performance using metrics defined in Appendix B. All programs will be evaluated using metrics one through four. DOES can incorporate additional metrics as appropriate based on program design and intended outcomes.
5. Provide an annual report to the WIC at the end of the Fiscal Year highlighting key outcomes and takeaways.
6. At the end of the MOU period, expand programs as appropriate. Use WIOA funding to support the expansion. Programs can be considered for expansion based on:
  - i. Population need
  - ii. Industry need
  - iii. Program performance

## **IV. DURATION OF MOU**

- A. The period of this MOU shall be from October 1, 2017 through September 30, 2018, unless it is terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of three (3) one-year option periods, which may include Fiscal Year 2019 (October 1, 2018 through September 30, 2019), Fiscal Year 2020 (October 1, 2019 through September 30, 2020), and Fiscal Year 2021 (October 1, 2020, through September 30, 2021). The Parties may agree to exercise an option period by executing a written amendment to this MOU prior to the expiration of the MOU period or a then-current option period.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

## **V. AUTHORITY FOR THE MOU**

- D.C. Official Code § 1-301.01 (k) and any other authority under the Parties' programs



## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

1. Total cost for services to be provided under this MOU shall not exceed \$500,000.00 for Fiscal Year 2018. Funding for services shall not exceed the actual cost of the goods or services provided, including supportive services for participants and technical assistance to workforce intermediary programs (\$135,008), evaluation of effectiveness of workforce intermediary programs (\$75,000), programmatic activity that may include issuance of grants, creation of documents or other materials, labor and overhead (\$200,000), and the salary of one program analyst (Grade 12, salary range of \$70,345 - \$89,992).
2. In the event of termination of the MOU, payment to DOES shall be held in abeyance until all required fiscal reconciliation has occurred, but not longer than September 30 of the current fiscal year.

### **B. PAYMENT**

1. Payment for all of the goods and services shall be made through an Intra-District advance by WIC to DOES based on the total amount of this MOU. Payment for all goods and services shall not exceed the actual cost of goods and services.
2. DOES shall submit quarterly financial reports to the WIC which shall detail the amount of expenditures for that period.
3. DOES shall submit an annual report to the WIC, which shall detail the total amount of expenditures for the fiscal year.
4. The Parties shall resolve any adjustments and/or disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the District of Columbia's Office of Financial Operations and Systems.
5. WIC will be responsible for any amounts ultimately disallowed by an audit.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1352, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by local funds, DOES will ensure compliance with all applicable requirements. DOES will provide an annual report to the WIC at the end of the Fiscal Year highlighting key outcomes and takeaways.

## **VIII. RECORDS**

DOES will maintain records and receipts for the expenditure of all funds. Both DOES and WIC shall maintain records of project activities for a minimum of 3 years from the date of expiration or termination of the MOU. Upon request, make these records available for inspection by duly authorized representatives of DOES and/or other federal or District of Columbia officials.

## **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided pursuant to this MOU, in accordance with all relevant federal and local statutes, regulations, and policies. Information received by any Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the WIC.

## **X. TERMINATION**

Any Party may terminate this MOU in whole or in part by giving 60 calendar days advance written notice to the other Parties and a written report on the status of all customers receiving services pursuant to this MOU.

## **XI. NOTICE**

The following individuals are the contact points for each Party under this MOU:

### **For DOES:**

Melanie Winfield  
Deputy Director, Workforce Development  
Department of Employment Services  
4058 Minnesota Ave NE  
Washington, DC 20019  
Phone: 202-671-3094 (w)

### **For WIC:**

Diane Pabich  
Interim Executive Director  
Workforce Investment Council  
2235 Shannon Place, S.E. Suite 3031  
Washington, DC 20020  
Phone: 202-671-2871(w)

**XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

**XIII. PROCUREMENT PRACTICES ACT**

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g. contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-352.01 *et seq.*), as amended, to procure the goods or services of the agent or third party.

**XIV. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

**DEPARTMENT OF EMPLOYMENT SERVICES**

  
\_\_\_\_\_  
Odie Donald II, Director

Date: 12/8/17

**WORKFORCE INVESTMENT COUNCIL**

  
\_\_\_\_\_  
Diane Pabich, Interim Executive Director

Date: 12/08/17

## **APPENDIX A**

### **WORKFORCE INTERMEDIARY PROGRAM EVALUATION CRITERIA**

The WIC shall have authority to determine if workforce intermediary programs are eligible to be incorporated under DOES. Eligibility shall be determined by a combination of the two following evaluation criteria. DOES reserves the right to make the determination using the two criteria and defining the weight of each criteria section.

The workforce intermediary program evaluation criteria are:

**1. Performance under WIC**

WIC shall develop a report with year-over-year performance on all outcomes defined in the program's original agreement. Positive performance can include: performance above target outcomes as defined in the original agreement, increasing performance year-over-year, or performance that is better than similar programs serving similar target populations.

**2. Target population**

WIC shall assess target population served using the criteria defined under "Section III.A Responsibilities of WIC." If data is not available, WIC shall determine intended target population based on program design. DOES shall assess system-wide performance of all programs serving these target populations.



## LIST OF RECOMMENDED OUTCOME METRICS

Name	Definition	Purpose
<b>Primary goal: Unsubsidized or subsidized employment</b>		
1. Employment placement	Percentage of participants that either entered or were referred to the program who are placed in <b>unsubsidized employment</b> during the program or up to 3 months after the end of the program	<ul style="list-style-type: none"> <li>• Short-term metric for tracking whether the program is successful in getting participants unsubsidized employment</li> </ul>
2. Employment retention <sup>1</sup>	Percentage of participants that were placed in <b>unsubsidized employment</b> and retained employment three months after placement one year after placement	<ul style="list-style-type: none"> <li>• Medium-term employment impact of the intervention for those placed in unsubsidized employment</li> <li>• Ensure job placements are appropriate and stable</li> </ul>
3. Employment rate	Percentage of participants that either entered or were referred to the program who are <b>employed through unsubsidized employment</b> three months after program exit	<ul style="list-style-type: none"> <li>• Medium-term employment impact of the intervention for all participants</li> </ul>
4. Percentage with earnings above \$5,000	Percentage of participants who entered or were referred to the program with quarterly earnings, as recorded in the EDD UI database, at or above \$5,000 for the first and second quarters after program participation	<ul style="list-style-type: none"> <li>• Ensure that job placements provide meaningful wages for all participants</li> </ul>

<sup>1</sup> Note that the person could be employed in a different job than the initial job placement and be considered a success for "employment retention".



INTRA-DISTRICT STANDARD REQUEST FORM  
Government of the District of Columbia

PART I  
GENERAL

MOU NUMBER: \_\_\_\_\_

DATE OF MOU MOD: 12 / 08 / 17

SELLER INFORMATION

AGENCY: Department of Employment Services (DOES) AGENCY CODE: CFO

NAME OF CONTACT: Natalie Mayers, Agency Fiscal Officer

ADDRESS: 4058 Minnesota Avenue, N.E., Suite 5700  
Washington, D.C. 20019

TELEPHONE #: 202-727-5145

FAX #: 202-671-2930

AUTHORIZING OFFICER: *Natalie Mayers* DATE: 01/29/18  
Natalie Mayers, AFO, DOES

BUYER INFORMATION

AGENCY: Workforce Investment Council (WIC) AGENCY CODE: EMO

NAME OF CONTACT: Eden Teklebrhane, Agency Fiscal Officer

ADDRESS: 441 4th Street, N.W., Suite 890 N  
Washington, D.C. 20001

TELEPHONE #: 202-727-1259

FAX #: 202-727-2202

AUTHORIZING OFFICER: *Eden Teklebrhane* DATE: 01/23/18  
AFO, DHS

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES



**FISCAL YEAR 2017 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPUTY MAYOR FOR GREATER ECONOMIC OPPORTUNITY  
AND  
THE EXECUTIVE OFFICE OF THE MAYOR'S SUPPORT SERVICES**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia, the buyer agency, The Deputy Mayor for Greater Economic Opportunity (DMGEO) and the seller agency, The Office of Support Services (EOM), individually referred to as the "Party" or collectively referred to herein as the "Parties."

The Deputy Mayor for Greater Economic Opportunity has requested the services of The Executive Office of the Mayor's Support Services to provide telecommunications, transportation, courier, and associated, general administrative services under the agreed upon terms and conditions outlined within the following Statement of work.

**II. PROGRAM GOALS AND OBJECTIVES**

The primary purpose for this interagency collaboration is for Support Services to facilitate the efforts of The Deputy Mayor for Greater Economic Opportunity's overall agency goals and objectives by providing telecom, transportation, courier, procurement, and associated administrative services that shall benefit the District in various facets of operation.

The Office of Support Services' specific performance obligations in providing services to The Deputy Mayor for Greater Economic Opportunity shall be governed by the Statement of work which may be revised by the parties by mutual agreement from time to time without otherwise changing the terms of this MOU.

**III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

**A. RESPONSIBILITIES OF EOM Support Services**

"Support Services" entails services deemed appropriate and necessary in order to maintain and support viable aspects of transportation, courier, and telecom services.

A. Provide transportation to DMGEO staff to and from desired destination upon request pursuant to driver availability.

- B. Provide interagency courier services upon request and pursuant to driver availability.
- C. Maintain the fixed cost management system to ensure that staff information pertinent to agency communication through such channels as landline, mobile devices, fax, and air cards are accurate and current at all times.
- D. Assign, program, and troubleshoot government issued equipment while implementing standard agency policies and adhering to District wide protocols concerning their issuance and compensation for lost or stolen equipment.
- E. Create and submit requests for credentialing that will allow staff access to the appropriate buildings and work sites.
- F. Create and process "new hire" requests as well as "exiting" employees leaving or transferring within district agencies.
- G. Provide general administrative services pertinent to the execution of the functions outlined within the Scope of Services.

**IV. DURATION OF MOU**

- A. The period of this MOU shall be from October 1, 2016, through September 30, 2017, unless terminated in writing by the Parties prior to the expiration.

**V. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01 [(j)] or [(k)] [and any other authority under the Parties' programs.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

- 1. Total cost for goods and services under this MOU shall not exceed \$6,000.00 for Fiscal Year 2017. Funding for the goods and services shall not exceed the actual cost of the goods and services,
- 2. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30<sup>th</sup> of the current fiscal year.

**B. PAYMENT**

- 1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer (OCA) to the Seller (Support Services) based on the total amount of this MOU.

2. Advances to Seller for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
3. Seller will relieve the advance and bill Buyer through the MOU process only for those goods or services actually provided pursuant to the terms of this MOU. Seller will notify Buyer within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. Seller shall return any excess advance to Buyer by September 30 of the current fiscal year.
4. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. [The Parties may insert a third party District employee to resolve program issues in the event that the Directors cannot resolve a program issue] In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

#### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

#### **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, Seller will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

#### **VIII. RECORDS AND REPORTS**

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

#### **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of Buyer.



**X. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving 30 calendar days advance written notice to the other Party.

**XI. NOTICE**

The following individuals are the contact points for each Party under this MOU:

Buyer Agency:  
Courtney Snowden, Deputy Mayor  
Office of the Deputy Mayor for Greater Economic Opportunity  
2235 Shannon Place SE, Suite 3040, Washington, DC, 20020  
Phone: (202) 545-3071

Seller Agency:  
John J. Falcicchio, Chief of Staff, EOM  
1350 Pennsylvania Avenue, NW Suite 310  
Washington, DC 20004  
Phone: 202-741-0922

**XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

**XIII. PROCUREMENT PRACTICES ACT**

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01 *et seq.*) to procure the goods or services of the agent or third party.

**XIV. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

**The Office of the Deputy Mayor for Greater Economic Opportunity**

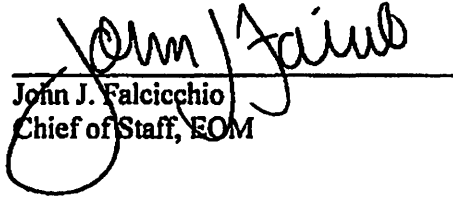


Courtney Snowden  
Deputy Mayor, DMGEO

5/3/17

Date

**The Executive Office of the Mayor**



John J. Falcicchio  
Chief of Staff, EOM

10/16

Date

**INTRA-DISTRICT STANDARD REQUEST FORM**  
Government of the District of Columbia

**PART I**

**GENERAL**

MOU NUMBER: \_\_\_\_\_

DATE OF MOU: \_\_\_\_\_

**SELLER INFORMATION**

AGENCY: EOM Support Services

AGENCY CODE: AA0

NAME OF CONTACT: Brenda Roy

ADDRESS : 441 4th Street, NW Suite 890N

Washington, DC 20001

TELEPHONE # : 202.727.0333

FAX # : 202.724.4316

AUTHORIZING OFFICER \_\_\_\_\_

DATE: \_\_\_\_\_

**BUYER INFORMATION**

AGENCY: Office of Deputy Mayor for Economic Opportunity

AGENCY CODE: EM0

NAME OF CONTACT: M.I.Awan

ADDRESS : 441 4th street Suit 890N

Washington, DC 20001

TELEPHONE # : 202-727-6503

FAX # : 202-724-4316

AUTHORIZING OFFICER

*Aden Ketchum*

DATE: 05/04/17

**PLEASE SEE NEXT PAGE FOR GOODS/ SERVICES DESCRIPTION AND FUNDING INFORMATION**





Office of the Deputy Mayor for Planning and Economic Development BY: \_\_\_\_\_  
Executive Office of the Mayor

### DM SIGNATURE – CLEARANCE MEMO

(Place Pointer above Field for Instructions)

<b>Today's Date</b>	17/Jan/17	<b>Action Required By:</b>	
<b>Originator's Name</b>	Diane Pabich	<b>DMPED Business Unit</b>	Select
<b>Document Type</b>	InterAgency MOU	<b>Value of \$\$ Approval, if any</b>	
<b>Project:</b>	Workforce Investment Council		
<b>Subject:</b>	WIC DMGEO- DMPED MOU		
<b>AFO Signoff for Budget Item</b>	Curtis Lewis		
<b>Description of Document (in bullet point form):</b>			
<ul style="list-style-type: none"> <li>• MOU between DMGEO and DMPED for the Workforce Investment Council</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul>			
<b>Documents have been reviewed and approved for signoff by:</b>			
<b>**Must have at least one Supervisor signature</b>			
<b>APPROVER</b>	<b>NAME</b>	<b>INITIAL</b>	<b>DATE</b>
Legal Review			
Project Manager	Diane Pabich		1/17/17
Supervisor	Odie Donald		1/17/17
Business Unit Director	WIC/DM Courtney R. Spradlen		1/17/17
Chief of Staff Signoff	Andrew T. Trueblood		1/20/17
ODMPED Clearance	Jacqueline McDonald	JM	1-18-17
<b>COMMENTS/CHANGES: (For ODMPED Use Only)</b>			

Brian T. Kenner  
Deputy Mayor





**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT  
AND  
DEPUTY MAYOR FOR GREATER ECONOMIC OPPORTUNITY  
WORKFORCE INVESTMENT COUNCIL**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered between the Deputy Mayor for Planning and Economic Development (DMPED) and the Deputy Mayor for Greater Economic Opportunity (DMGEO), administrator of the District of Columbia Workforce Investment Council (WIC), referred to herein individually as the "Party" and collectively as the "Parties."

DMPED is charged with executing the Mayor's economic development strategy, which includes a number of priority strategies that help build Pathways to the Middle Class, including: supporting job creation for residents; directing investment to overlooked and underserved communities; producing, preserving, and protecting affordable housing; and fostering innovation and entrepreneurship. Under Mayor's Order 2011-114, dated July 1, 2011, DMPED formerly administered WIC staff and administrative support functions until that order was rescinded effective October 15, 2015.

DMGEO's mission is to facilitate investment and job creation in underserved District of Columbia communities in order to improve economic opportunities for residents in those communities; including facilitating job creation, small business growth. Pursuant to Mayor's Order 2016-086, dated June 2, 2016, DMGEO serves as the institutional home for the District of Columbia Workforce Investment Council (WIC). The WIC serves as both the state and local workforce development board under the federal Workforce Innovation and Opportunity Act (WIOA) and, as such, is responsible for carrying out the responsibilities enumerated in 29 USC § 3111 and § 3122, including, but not limited to, developing the state strategic workforce plan, negotiating statewide performance measures, setting statewide policies for the workforce system, certifying one-stop operators, and establishing eligibility standards for training providers receiving WIOA funding. Mayor's Order 2016-086 provides that DMGEO shall manage and oversee the WIC, with additional administrative executed through DMPED for a period of one year, or until June 2, 2017. Accordingly, this agreement defines these functions and their timeframes.

**II. GOALS AND OBJECTIVES**

The WIC's fiscal year 2017 budget, consisting of over \$4 million after accounting for appropriations and MOUs, is primarily used for grants and contracts to external organizations. The WIC has grant making authority pursuant to D.C. Code 32-1603(c)-(d) and 32-1605.01. However, the WIC anticipates renewing at least three current contracts and three current grants that are already issued through DMPED, and will need to initiate several additional competitive contracts and grant procurements during the next three months. In addition to procurement and grantmaking, the WIC also has considerable needs related to legal and technology services; all of which DMPED has been providing for the WIC to date through the DMPED's Grants Manager and DMPED's General Counsel. The WIC only has 7 full-time equivalent staff members and lacks the capacity to execute many of the technical aspects related to these items; and DMGEO is a relatively new and small office that is still in the process of building this capacity to support the WIC's needs. Accordingly, this MOU will allow the WIC and DMGEO to leverage DMPED's significant expertise and capacity in these areas.

DMGEO has agreed to the pass through of WIC funds in an amount not to exceed \$1,186,095.00 from multiple programs for Fiscal Year 2017 to DMPED (the "Funds"). The fiscal officer for DMGEO has issued a Fiscal Sufficiency Certification stating that the Funds are available and authorized by the District's approved budget for expenditure, see Attachment 1: DMGEO Fiscal Sufficiency Certification. In the event that additional funds may subsequently become available and authorized by the District's approved budget for expenditure by the WIC for grant making and contracting purposes, this MOU shall require amendment by the Parties and the issuance of a supporting Fiscal Sufficiency Certification by DMGEO's fiscal officer in order to effectuate the transfer of any such additional funds. All pass through amounts would be used directly for grantmaking and contracting activities to support authorized WIC programs. DMPED will be responsible for providing DMGEO with quarterly programmatic reports, and cost reimbursement packages to include copies of associated invoices to DMGEO.

### **III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

#### **A. RESPONSIBILITIES OF DMPED**

DMPED shall:

1. Provide the WIC with assistance regarding contracting and procurement administration services, including assistance with finalizing procurement instruments and contracts.
2. Provide the WIC with assistance regarding grant administration services, including assistance with finalizing competitive grant processes and grant agreements.
3. Provide the WIC with assistance in coordinating funding attributes and purchase orders with relevant Office of the Chief Financial Officer (OCFO) staff that support DMGEO.
4. Provide the WIC with guidance on technical aspects of contracting and grantmaking to WIC staff, contractors, and grantees.
5. Provide the WIC assistance with technology procurement, including assistance with procuring, logging, and storing technology in a safe location; providing guidance on appropriate technology for WIC needs and procurement from vendors that they have existing contracting relationships with; coordinating with the Office of the Chief Technology Officer (OCTO); and advising DMGEO staff as they build related capacity.
6. Assist the WIC with legal review of documentation, in coordination with DMPED's General Counsel, including subject matter expertise on grants, contracts, MOUs, relevant District law, and records.
7. Assist the WIC with the WIC's provision to DMGEO with programmatic reports, and cost reimbursement packages, including recipient share to include copies of all 485 reports, purchase orders to DOES
8. Assist the WIC in the WIC's provision to DMGEO with the required performance and administrative reports detailing the expenditure of the allocated funds for each category of funds (monthly i.e., WIOA Adult, Youth, and Dislocated Worker) for administration and operation of the WIC workforce development activities, within thirty days (30) of the close of each quarter.

## **B. RESPONSIBILITIES OF DMGEO**

DMGEO shall:

1. Transfer \$1,186,095.00 to DMPED by October 31, 2016 for the purposes of this MOU as stated in Section II above.
2. Provide DMPED with required documentation for all funded activities that they assist the WIC in administering, including programmatic reports, invoices, and supporting documentation as needed for compliance with District laws and policies.
3. Provide DMPED with all performance, human resources, and other information necessary to appropriately account for the activities they assist in administering.
4. Establish the Intra-District transfer to the sub-recipient for the pass through funds through its fiscal agent DMGEO - OCFO.

## **IV. DURATION OF MOU**

The duration of this MOU shall be from the date the last Party signed this MOU through June 2, 2017, unless terminated in writing by the Parties pursuant to Section X.

## **V. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k)

Fiscal Year 2017 Budget Support Act of 2016 (D.C. Act 21-488).

Workforce Investment and Opportunity Act, 29 U.S.C. § 3101, et seq.

D.C. Official Code § 51-114.

Mayor's Order 2016-086, effective June 2, 2016.

Workforce Investment Council and Workforce Intermediary Grant-Making Authority Emergency Amendment Act of 2013 (D.C. Act 20-130; 60 DCR 11384).

The Workforce Intermediary Establishment and Reform of First Source and Living Wage Amendment Act of 2011 (D.C. Act 19-244; D.C. Official Code § 2-219.04c).

Fiscal Year 2016 Budget Support Act of 2015 (D.C. Law 21-76).

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

1. The total costs of services for FY 2017 shall not exceed \$1,186,095.00, which shall include labor, materials, and overhead. DMGEO agrees to transfer \$1,186,095.00 to DMPED.

2. In the event of termination of the MOU, reimbursement to DMGEO for any amounts not expended shall be held in abeyance until all required fiscal reconciliation, but not longer than June 2, 2017.

#### **B. PAYMENT**

1. Payment for the goods and/or services shall be made through an Intra-District advance by DMGEO to DMPED for \$1,186,095.00 as a one-time advance payable within 30 days after execution of this MOU.
2. Payment for the goods and services shall not exceed the actual cost of the goods, services, and positions funded.
3. DMPED shall return any excess advance to DMGEO within 30 days prior June 2, 2017.

#### **C. FUNDING RESTRICTIONS**

1. Pass through funding cannot be comingled within the three (3) following WIOA
  - i. programs: (1) Adult, (2) Dislocated Workers, and (3) WIOA Youth. Each program
  - ii. must be separate and distinct.
2. The funds advanced under this MOU should be allocated to each programs pursuant to the tables in Appendices A, B, and C.
3. Funding restrictions related to allowable cost, limits on administrative costs, indirect costs, and construction costs (generally not allowed under WIOA) can be found in: 20 CFR part 668, subpart H regarding administrative requirements for WIA Section 166 grants; 20 CFR 667.200 through 667.220; 20 CFR 667.210(b) and the Uniform Guidance, where applicable. Pre-award costs can be approved by Federal Grant Officer in accordance with OMB Circular A-87 or A-122.
4. Funding is restricted for use solely in the purposes set forth in this MOU and applicable District laws.

#### **D. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

#### **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by both federal and local funds, DMPED will be subject to scheduled and unscheduled monitoring reviews by the U.S. Department of Labor to ensure compliance with all applicable requirements.

#### **VIII. RECORDS AND REPORTS**

DMPED shall maintain records and receipts for the expenditure of all funds provided under this MOU for a minimum of 3 years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of DMGEO and DOL and other officials as may be specified by the District of Columbia at its sole discretion.

**IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations and policies.


**X. TERMINATION**

Either Party may terminate this MOU by giving 30 calendar days' advance written notice to the other Party and a status report of the expenditure of all funds and any participants being served under this MOU. Pursuant to Mayor's Order 2016-086, DMPED's authority to assist DMGEO and the WIC shall expire along with this MOU, unless otherwise extended by subsequent Mayor's Order.

**XI. NOTICE**

All notices shall be sent by the most expeditious means available including facsimile, overnight courier, certified or registered mail to the following individuals, who are the contact points for each Party under this MOU:

Andrew Trueblood  
Chief of Staff  
Office of the Deputy Mayor for Planning and Economic  
Development  
1350 Pennsylvania Ave NW # 317  
Washington, DC 20004  
Phone: 202.724.7906  
andrew.trueblood@dc.gov

Odie Donald   
Executive Director  
Workforce Investment Council  
Office of the Deputy Mayor for Planning & Economic  
Development  
2235 Shannon Place, SE, Suite 3031  
Washington, DC 20019  
Phone: 202.671.2871  
Odie.donald@dc.gov

Any such notice shall be deemed delivered when received.

**XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

**XIII. RESOLUTION OF DISPUTES**

DMGEO and DMPED shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.


**XIV. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.



IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

**DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT**



\_\_\_\_\_  
Brian T. Kenner, Deputy Mayor

Date: 1/27/17

**DEPUTY MAYOR FOR GREATER ECONOMIC OPPORTUNITY**



\_\_\_\_\_  
Courtney Snowden, Deputy Mayor

Date: 1/17/2017

**Attachment 1**

**Fiscal Sufficiency Certification**



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
Executive Office of the Mayor  
Office of the Deputy Mayor for Greater Economic Opportunity



**Fiscal Sufficiency Certification**

Based on my review of the proposed Memorandum of Understanding ("Proposed MOU") for the intertransfer of local funds between the Office of the Deputy Mayor for Greater Economic Opportunity ("DMGEO") and the Office of the Deputy Mayor for Planning and Economic Development ("DMPED") funds are available and authorized in an amount not to exceed \$1,186,095.00 for a period of one year, or until June 2, 2017.

Funds Recipient	Award Amount
Deputy Mayor for Planning and Economic Development	\$1,186,095.00

I certify that:

1. DMGEO has the proper, current, adequate, and unencumbered budget for this expenditure;
2. DMGEO has budgeted funds for the Proposed MOU in the current fiscal year;
3. DMGEO has available funds for the Proposed MOU in the full amount proposed;
4. The transfer of funds outlined in the Proposed MOU will not place DMGEO in violation of the District's Anti-Deficiency Act.

\_\_\_\_\_  
Agency Fiscal Officer, DMGEO

\_\_\_\_\_  
Date

## Trabue, Tracey W. (EOM)

---

**From:** Wilson, Ingrid-Penelope (EOM)  
**Sent:** Tuesday, January 24, 2017 11:11 AM  
**To:** Trabue, Tracey W. (EOM)  
**Subject:** FW: For Signature: WIC-DMGEO DMPED Inter-Agency MOU  
**Attachments:** WIC\_DMGEO DMPED InterAgency MOU 1 17 17-signed.pdf

**Importance:** High

I believe for ATT's signature...

---

**Ingrid P. Wilson | Special Assistant to Deputy Mayor, Brian T. Kenner**

W: 202.727.3971 | C: 202.531.1019 | E: [ingrid.wilson@dc.gov](mailto:ingrid.wilson@dc.gov)



---

**From:** Pabich, Diane (EOM)  
**Sent:** Monday, January 23, 2017 7:57 PM  
**To:** Wilson, Ingrid-Penelope (EOM); Gomez, Sandra (EOM); Trueblood, Andrew (EOM); Kenner, Brian (EOM); Teklebrhane, Eden (OFRM); Lewis, Curtis (EOM); McDonald, Jacque (EOM)  
**Cc:** Pabich, Diane (EOM)  
**Subject:** FW: For Signature: WIC-DMGEO DMPED Inter-Agency MOU  
**Importance:** High

Good Evening,

Please forward me the signed and completed MOU, thank you.

Best,  
Diane

**Diane Pabich, MPA | Associate Director, Workforce Investment Council**

Government of the District of Columbia  
Office of the Deputy Mayor for Greater Economic Opportunity  
2235 Shannon Place SE, Suite 3031  
Washington, DC 20020  
W: (202) 715.2854 |

[https://twitter.com/dc\\_wic](https://twitter.com/dc_wic)

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**From:** McDonald, Jacque (EOM)  
**Sent:** Wednesday, January 18, 2017 2:32 PM  
**To:** Lewis, Curtis (EOM); Hameed, Anique (EOM); Hampton, Latoyia (EOM); Wilson, Ingrid-Penelope (EOM); Gomez, Sandra (EOM); Trueblood, Andrew (EOM); Kenner, Brian (EOM); Teklebrhane, Eden (OFRM)  
**Cc:** Pabich, Diane (EOM)  
**Subject:** RE: For Signature: WIC-DMGEO DMPED Inter-Agency MOU  
**Importance:** High

JM initialed.

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST | Director of Contracts, Procurement and Grants | Agency Chief Contracting Officer  
Government of the District of Columbia  
Executive Office of the Mayor | Office of the Deputy Mayor for Planning & Economic Development  
1015 Half Street SE, Suite 675 | Washington, DC 20003  
O 202.724.6190 | F 202.724.9006 | [jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@dc.gov)  
[www.dcbiz.dc.gov](http://www.dcbiz.dc.gov)

**IMPORTANT NOTICE:** The District government requires all vendors to have an approved procurement instrument (i.e., purchase order, term contract, funded blanket purchase agreement, etc.) in place prior to providing goods or services. Entering into contracts verbally or without appropriate authorization is prohibited. Any vendor who delivers services or goods to the District without a proper contract is doing so entirely at their own risk. The District does not pay for goods or services that were provided without the benefit of a properly executed contract. If a valid written contract expires without the appropriate Contracting Officer renewing or extending the contract term, a District law prohibits the District from paying the vendor for services or products delivered after the expiration date of the contract. Moreover, a District law prohibits any District employee from entering into an oral agreement with a vendor and any District employee who does so is subject to termination of employment.

Please consider the environment before printing this email.

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**From:** Lewis, Curtis (EOM)



**Sent:** Wednesday, January 18, 2017 1:50 PM

**To:** Hameed, Anique (EOM); Hampton, Latoyia (EOM); Wilson, Ingrid-Penelope (EOM); Gomez, Sandra (EOM); Trueblood, Andrew (EOM); Kenner, Brian (EOM); Teklebrhane, Eden (OFRM); McDonald, Jacque (EOM)

**Cc:** Pabich, Diane (EOM)

**Subject:** RE: For Signature: WIC-DMGEO DMPED Inter-Agency MOU

Hi All;

I have e-signed the routing form attached. It is now awaiting Andrew's signoff.

Thanks,

**Curtis J. Lewis, II**

Agency Fiscal Officer | Office of the Chief Financial Officer

**Deputy Mayor of Planning & Economic Development**

Government of the District of Columbia

1015 Half Street SE, Suite 675 | Washington, DC 20003

O: 202.724.7206 | M: 202.445.5867 | [curtis.lewis3@dc.gov](mailto:curtis.lewis3@dc.gov)

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**From:** Hameed, Anique (EOM)

**Sent:** Tuesday, January 17, 2017 3:57 PM

**To:** Hampton, Latoyia (EOM); Wilson, Ingrid-Penelope (EOM); Gomez, Sandra (EOM); Lewis, Curtis (EOM); Trueblood, Andrew (EOM); Kenner, Brian (EOM); Teklebrhane, Eden (OFRM); McDonald, Jacque (EOM)

**Cc:** Pabich, Diane (EOM)

**Subject:** For Signature: WIC-DMGEO DMPED Inter-Agency MOU

Good afternoon,

Please find attached the WIC-DMGEO DMPED Inter-Agency MOU and DM Signature Clearance form for signature.

Best,  
Anique

**Anique Hameed, MPA | Operations Specialist, Workforce Investment Council**

Government of the District of Columbia  
Office of the Deputy Mayor for Greater Economic Opportunity  
2235 Shannon Place SE, Suite 3031  
Washington, DC 20020  
W: (202) 715.2843 | [anique.hameed@dc.gov](mailto:anique.hameed@dc.gov)