

**FISCAL YEAR 2022 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MAYOR’S OFFICE OF LEGAL COUNSEL  
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 Mayor’s Office of Legal Counsel (MOLC) 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 Mayor’s Office of Legal Counsel has requested the services of The Executive Office of the Mayor’s Support Services to provide 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 Mayor’s Office of Legal Counsel’s overall agency goals and objectives by providing 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 Mayor’s Office of Legal Counsel 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 and courier services.

- A. Provide transportation to MOLC 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. Create and submit requests for credentialing that will allow staff access to the appropriate buildings and work sites.
- D. Create and process “new hire” requests as well as “exiting” employees leaving or transferring within district agencies.

- E. Assist in creation and processing of automated procurement requests while monitoring and documenting status.
- F. Coordinate and assist in the reconciliation of purchase orders.
- G. Access to Via On-Demand Vehicle Share Program for business use related travel for approved staff as a supplement to the existing EOM Support Services' transportation service.

**IV. DURATION OF MOU**

- A. The period of this MOU shall be from October 1, 2021 through September 30, 2022 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 \$8,000.00 for Fiscal Year 2022. 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 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 (MOLC) 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 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 advances 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:  
Eugene Adams, Director  
The Mayor's Office of Legal Counsel (MOLC)  
1350 Pennsylvania Avenue NW, Suite 419, Washington, DC 20004  
Phone: (202) 727-7592 (Office)

Seller Agency:  
Booker Roary Jr.  
Director of Operations  
Mayor's Office of Talent and Appointments (MOTA)  
1350 Pennsylvania Avenue, NW – 6th Floor  
Washington, DC 20004  
(202) 727-9811 (Office)

**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, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code §2-351 et seq.)

**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 Mayor’s Office of Legal Counsel**

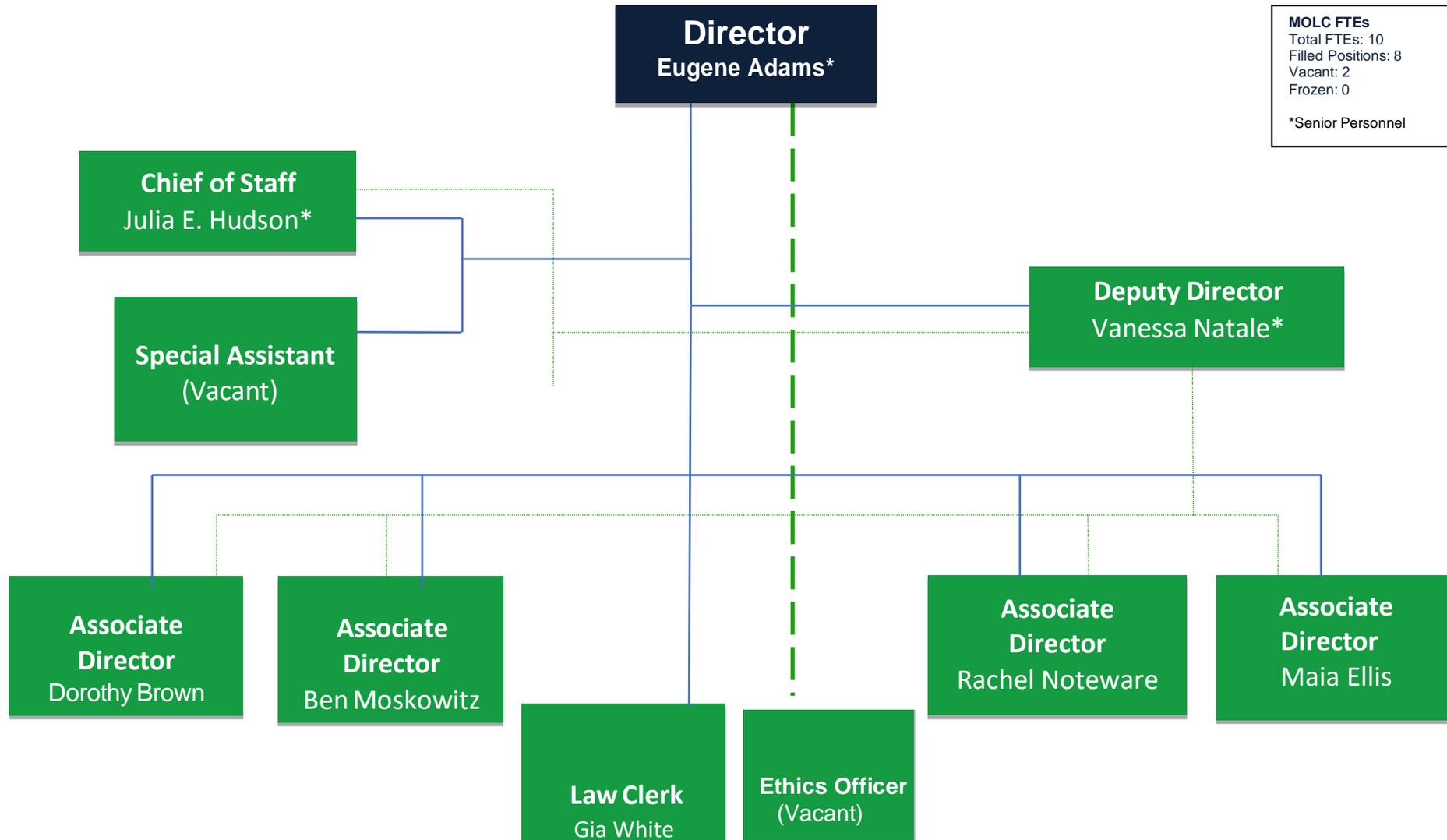
  
\_\_\_\_\_  
Eugene Adams  
Director, MOLC

November 15, 2021  
Date

**The Executive Office of the Mayor**

  
\_\_\_\_\_  
John J. Falcicchio  
Chief of Staff, EOM

\_\_\_\_\_  
Date



**MOLC FTEs**  
Total FTEs: 10  
Filled Positions: 8  
Vacant: 2  
Frozen: 0  
  
\*Senior Personnel



