

**MEMORANDUM OF AGREEMENT
FOR
INTRA-DISTRICT FUNDING
Fingerprinting Services
BETWEEN
THE METROPOLITAN POLICE DEPARTMENT
AND THE
DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES
DIVISION
Fiscal year 2022**

This Memorandum of Understanding (“MOU”) is entered into between the Metropolitan Police Department (hereinafter the “Seller”) and the Department of General Services (DGS) (hereinafter the “Buyer”), relative to taking fingerprints for Special Police Officers (SPO) of the DGS/PSD to be supplied to the Special Officers Management Branch (SOMB) of the Metropolitan Police Department (MPD). These fingerprints are to be used for the SPOs of DGS/PSD to obtain their yearly SPO commissions with SOMB.

WHEREAS, the seller is authorized by the Federal Bureau of Investigation (FBI) to conduct fingerprinting services for all non-criminal justice licensing and employment agencies within the District of Columbia.

WHEREAS, a project or specific services are provided by the Seller to the Buyer and budgeted under Intra-District funding; and

WHEREAS, the Seller and the Buyer agencies (hereinafter the “Parties”) must budget for the same amount by project to ensure that such Parties are reflecting the agreed upon costs for the proposed project or services; and

WHEREAS, the Seller will be funded at the beginning of the fiscal year for Intra-District goods or services provided to the Buyer, so long as the appropriations are approved for such fiscal year.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties agree as follows:

I. GENERAL PROVISIONS

1. Monthly Review. Pursuant to the Financial Review Process (FRP) mandated by the Office of the Chief Financial Officer of the District of Columbia, all services provided through intra-district funding shall be reported monthly in the Buyer’s FRP submission to the Office of Budget and Planning.
2. Resolution of Disputes. The D.C. Office of Financial Operations and Systems shall resolve all adjustments or disputes arising from services provided under this MOU.
3. Entire Agreement. The terms set forth in this document constitutes the sole understanding between the Seller and the Buyer. This agreement supersedes any and all prior agreements, understandings or representations between the Parties.

4. Amendments. This MOU or any of its specific provisions may be revised or amended by either Party in writing with the written concurrence of the other Party.

II. OBLIGATIONS OF THE SELLER

The Seller shall conduct local and national criminal background checks through the record systems of the Federal Bureau of Investigations (FBI) and the Seller by means of fingerprint and National Criminal Information Center checks and shall forward a final report of findings in the manner prescribed by the Buyer, for each of Buyer's employees, Buyer's volunteers, persons being considered by Buyer for employment and for employees of Buyers contractors and prospective contractors. Such services for criminal background checks shall be conducted in accordance with applicable laws and rules and regulations established by the Metropolitan Police Department, Records Division, and the Records Branch of the Seller.

1. The Seller shall provide criminal background checks services to the Buyer for the total cost of thirty-five dollars (\$35.00) per fingerprint request.
2. As an authorized agent of the FBI, the Seller shall transmit fingerprint information to the FBI for processing on behalf of the Buyer.
3. The Seller shall process each criminal background check within thirty (30) days of receipt of each request. The seller shall provide the following reports and results to the Buyer:
 - a. A monthly "User Fee Bill Report." The Seller shall notify the Buyer if there is a lack of funds.
 - b. A criminal History Report (PD 70) completed for individuals having no criminal records based on a search of fingerprint through the Federal Bureau of Investigation.
 - c. A Criminal History Report (PD70) representing the criminal data supplied by the Federal Bureau of Investigation, redacted as necessary; and a letter containing any additional criminal history information obtained from other states.
4. Payment to the Seller shall be made by way of an intra-District transfer as set forth in Section III of the MOU.
5. The Seller agrees to return any portion of the Buyer's advance not used for the payment of services consumed by the Buyer, as required by the District of Columbia financial policy.

III. OBLIGATIONS OF THE BUYER

1. The Buyer is responsible for contacting the Records Branch of the Seller to arrange for and request criminal background checks services as described above.
2. At the beginning of each fiscal year, the Buyer shall determine its criminal background checks needs for the fiscal year and notify the Seller of its expected need. Payment for criminal background checks services shall be made via an intra-District transfer from the Buyer to the Seller. To implement the intra-District transfer, the Buyer shall establish a budget for criminal background checks services sufficient to pay for the expected amount of criminal background checks required. The Buyer shall provide the Seller budget information, including SOAR Index and PCA codes, as well as other required accounting elements, via the intra-District Standard Request Form (ISRF).
3. The Buyer shall, in consideration of the criminal background checks services to be provided by the Seller as described above, advance to the Seller funds in the amount of **two thousand, six hundred and twenty-five dollars (\$2,765.00)** based on the Buyer's projected estimate of **79 individuals** that may be serviced by the Seller in FY 2022 .
4. The ISRF shall be transmitted to the Seller's Office of the Chief Financial Officer (OCFO) and a copy of the signed ISRF should be submitted with this MOU. Upon receipt, the Seller's OCFO shall process such forms and arrange for the intra-district transfer of funds.
5. After each quarter of the fiscal year, the Seller and the Buyer shall review the amount of criminal background checks services used to date. At any time, if the expected level of services required for the remainder of the fiscal year exceeds the unexpended amount of the original criminal background checks budget, the Buyer shall transmit additional funds to the Seller. The Buyer shall provide the Seller the budget information, including SOAR Index and PCA codes, as well as other required accounting elements, via the ISRF.
6. It is the responsibility of the Buyer to ensure that sufficient funds are available for all of its needs for criminal background checks services. Failure to budget sufficient funds for criminal background checks services for the entire fiscal year may result in the cessation of such services until such time that the appropriate modifications are made. The Seller may refuse to perform any criminal background checks services on behalf of the Buyer until the Buyer has transferred sufficient funds via the ISRF.
7. The Buyer shall expressly advise applicants for licensure or employment that their fingerprint scans will be forwarded to Seller and/or the FBI for the purpose of conducting local and national criminal background records checks, as applicable.
8. The Buyer shall ensure FBI information received from the Seller is not disseminated outside the Receiving Department of the Buyer Agency.

9. The Buyer shall be responsible for ensuring that officials making the determination of suitability for licensing or employment provide the applicant the opportunity to complete or challenge the accuracy of any potential disqualifying information contained in the identification record.
10. The Buyer shall not deny the license or employment based on the information in the record until the applicant has been afforded a reasonable time to correct or complete the information or has declined to do so.
11. If the applicant wishes to correct the record information as it appears in the FBI's Criminal Justice Information System (CJIS) Division Records System, the applicant should be advised of the procedures to change, correct or update the record set forth in Title 28, CFR Section 16.34 – FBI Identification Record.
12. The Buyer Agency shall seek when needed, charge or disposition data directly with the agency that furnished the data to the FBI.

IV. DURATION OF THE MOU

- A. The period of this MOU shall be from date of execution through September 30, 2022 unless 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 four (4) one-year option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. The Department of General Services 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

The authority for this agreement may be found at D.C. Official Code § 1-301.01(k); the Department of General Services Establishment Act of 2011, effective September 14, 2011 (D.C. Law 19-21; D.C. Official Code § 10-551.01 *et seq.*); and any other relevant authority associated with the Parties' programs.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU shall not exceed \$3,150.00 for Fiscal Year 2022. Funding for the services shall not exceed the actual cost of providing the services.

2. The estimated cost of this MOU is based on DGS projected estimate of 100 applicants, volunteers and employees that may be serviced by MPD in FY 2022.
3. In the event of termination of the MOU, payment to MPD 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 DGS to MPD based on the total amount of this MOU.
2. MPD shall submit monthly reconciliations which shall explain the amounts billed for that period. The invoices shall include a summary report on the number of background checks in a format agreed upon by the parties.
3. Advances to MPD for the services to be performed to be provided shall not exceed the amount of this MOU.
4. MPD will release the advance and bill DGS through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. MPD will return any excess advance to DGS by September 30, 2022.
5. The Parties' Directors or their designees shall resolve all adjustments and 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 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 (2012 Repl. And 2015 Supp.); (iii) D.C. Official Code § 47-105 (2012 Repl.); and (iv) D.C. Official Code § 1-204.46 (2014 Repl. And 2015 Supp.), as may be amended, 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, MPD as the seller agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

MPD 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 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 Government 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. Information received by either Party in the performance of responsibilities associated with this MOU shall remain the property of the buyer agency.

X. TERMINATION

Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party.

XI. NOTICE

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

Bernadine Greene
Director, Records Division
Corporate Support Bureau,
Metropolitan Police Department
300 Indiana Avenue, N.W.,
Suite 5001
Washington, DC 20001
202-727-9824
bernie.greene@dc.gov

Buyer Agency Contact

Joseph A. Brown
Captain
Protective Services Division
Department of General Services
64 New York Avenue, NE – 4th Floor,
Washington, DC 20002
Phone: (202) 698-8669 Cell: (202) 870-4847
Email: joseph.brown2@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.

IN WITNESS WHEREOF, the Parties hereto have signed this MOU as of the day, month, and year written below.

BUYER

DEPAERTMENT OF GENERAL SERVICES

Keith A. Anderson
Director

Date

SELLER

METROPOLITAN POLICE DEPARTMENT

Peter J. Newsham
Chief of Police

Date

FY22 MPD FINGERPRINTING MOU | FY22 ESTIMATED COST

Seller Agency	Buyer Agency	Estimated Number of Officers	FY21 Commission Rate per Ofc.	Estimated Cost
MPD	DGS	79	\$35.00	\$2,765.00
			Total	\$2,765.00

**DATE:** 10/27/2021**DUE DATE:** 10/27/2021**DEADLINE DATE:** 11/3/2021***Expedite Process***

DIVISION TITLE: Protective Services Division <hr/> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		SUBJECT: Buyer MOU FY22 PSD – DGS MPD Range (Operating)			
ORIGINATOR:		NAME: Leila Gheitu PHONE NUMBER: (202)679-5011			
TITLE	NAME			Director Received Date:	
				INITIAL	DATE
Training Specialist	VENOLA JOHNSON				
Applicable Associate Director	CHRISTOPHER B. PRINCE DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA			CBP	10/27/21
Resource Allocation	WANDA JONES			WJ	10/27/2021
Deputy Chief Operating Officer	DANIELLE MEADORS			DM	10/27/2021
Chief Administrative Officer	MICHELLE DEE			MD	10/28/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM				

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			VA	10/28/2021
General Counsel	XAVIER BELTRAN			XB	10/28/2021
Director	KEITH A. ANDERSON			KAA	10/28/2021

Summary: Attached for approval and signature is an MOU between the Department of General Services (DGS), Protective Services Division (PSD) and the Metropolitan Police Department (MPD). As the requestor, DGS/PSD, is requesting assistance from MPD to conduct firearms qualification training for qualified DGS/PSD personnel. The term of this MOU is from "date of execution to September 30, 2022", with a not to exceed the estimated fiscal cost of \$49,666.44.

For all documents:

Title of Document:

Contracting Party (if applicable):

For Portfolio Division documents only:

Realty Specialist:

Attorney Assigned (if applicable):

District as: ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____

☐ ELMO

MEMORANDUM OF UNDERSTANDING

Between the

METROPOLITAN POLICE DEPARTMENT

And the

DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION

Fiscal Year (FY) 2022

This Memorandum of Understanding (MOU) is entered into between the Metropolitan Police Department (MPD) and the Department of General Services (DGS) Protective Services Division (PSD), to provide appropriate MPD Training Academy staff to assist in the conducting of firearms qualification training to qualified DGS/PSD personnel.

I. PURPOSE

The purpose of this MOU is to set forth the terms and conditions for which DGS/PSD will obtain assistance from MPD to conduct firearms qualification training for qualified DGS/PSD personnel.

II. SCOPE OF SERVICES

A. RESPONSIBILITIES OF THE MPD

1. Provide for the use of the Blue Plains Firing Range for the Department of General Services, Protective Services Division, (DGS/PSD) to conduct its certification and recertification firearms training of DGS/PSD officers and recruits as approved by the Director of DGS/PSD.
2. Provide appropriate lesson plans as requested for firearms qualification training to DGS/PSD's firearms instructors to include one for GLOCK transition training, and another for GLOCK bi-annual re-certification training that includes appropriate "Use of Force Range Simulator" and ammunition scenarios for DGS/PSD personnel.
3. Provide appropriate staff to include: 1- Range Supervisor 1- Range Safety Officer, and 1- Tower Operator, targets, firearms cleaning supplies, targets and range maintenance to assist DGS/PSD firearms instructors in conducting firearms re-certification training of the GLOCK 9mm semi-automatic pistol, upon space availability from 1500 to 2300 hours, commencing on the date of execution.
4. MPD Firearms Training Unit will work closely with the DGS/PSD Training Administrator in scheduling the dates on which training will occur. In the event a scheduled class must be cancelled, a minimum of a seven-day notification shall be given, where possible. MPD instructors shall be compensated for two hours of overtime compensation, if MPD is not notified twenty-four (24) hours in advance.
5. Assist in bi-annual re-certification training of the GLOCK 9mm semi-automatic pistol.
6. Assist the DGS/PSD firearms instructors with remedial firearms training with additional re-qualifications as needed.

7. Provide DGS/PSD firearms instructors with firearms training score cards and the safety procedures forms.
8. Provide targets, firearms cleaning supplies and range maintenance.
9. Provide any other supplies necessary to accomplish training, excluding ammunition and weapons repair.
10. Provide the above listed services for the duration of this MoU.
11. Maintain a class roster.

B. RESPONSIBILITIES OF THE DGS/PSD

1. Work with the MPD range staff to ensure the availability of the MPD range located at 4665 Blue Plains Drive, Southwest DC, in order that DGS/PSD staff receives firearms qualification training as needed.
2. Maintain in-service firearms training rosters, scorecards, and safety procedure forms.
3. Adhere to the DGS/PSD Weapon Qualification General Orders guidelines as detailed in Section III of this MoU.
4. Adhere to mutually agreed upon times in providing MPD with DGS/PSD requests for use of the Blue Plains range to ensure the scheduling and conducting of training in the most expedient manner for both parties.
5. Schedule DGS/ PSD staff to attend firearms training at the MPD Training Academy.
6. Budget for all services requested in this MoU.
7. Ensure that the ratio of (1) firearms instructor to (5) recruits is covered by DGS/PSD firearms instructors while recruits are shooting at Blue Plains Range. If MPD supplements manpower DGS/PSD will be charged an additional \$71.52 per hour.
8. DGS/PSD shall ensure that sufficient funds equivalent to the estimated cost for the negotiated services are available. Estimated cost for initial training is included in Attachment "A."

III. FUNDING PROVISIONS

A. Estimated Cost of Services

Total cost for services under this MoU shall not exceed **forty-nine thousand, six hundred sixty-six dollars and forty-four cents (\$49,666.44)** for Fiscal Year (FY) 2022. Funding for the services shall not exceed the actual cost of the services. The total cost shall not exceed the actual cost.

1. The estimated cost of this MoU is based on a total of number of MPD range use hours, and the use of staff and equipment as outlined in Section II, Scope of Services.
2. In cases where MPD does not provide services as outlined in Section II, payment to the MPD shall be reduced by an amount equal to the payment multiplied by the number of MoU days for which goods and services were not provided.

3. In the event of termination of the MoU, payment to the MPD shall be held in abeyance until all required fiscal reconciliation is completed. Other cost indicators that may be considered shall include but is not limited to the following:
 - a. Included in the cost estimate are anticipated remedial training costs.
 - b. Any cost over this amount shall be the responsibility of DGS/PSD. Range staffing shall be adjusted as needed and determined by MPD. The number of classes provided will be determined by the DGS/PSD staffing totals and allocated funds.
 - c. MPD represents that sufficient resources and materials are available to provide the negotiated services.
 - d. MPD's costs include: overtime hourly for one (1) Range Supervisor and one (1) Range Safety Officer, and one (1) Tower Officer. MPD will provide the actual overtime costs for all training assistance provided during MPD's Fair Labor Standards Act cycles.
 - e. DGS/PSD shall transfer the funds stipulated in the Estimated Cost of Services provision to MPD through an Intra-District Budget Modification as invoiced by MPD and approved by DGS. Should DGS/PSD's original man-hours and/or class requirements exceed its original count, then MPD reserves the right to request that this MoU be modified/renegotiated to reflect that increase and that all costs associated with any increase be charged and invoiced to DGS.
 - f. DGS/PSD reserves the right to modify/renegotiate this MoU to reflect the actual MPD man-hours necessary for the fulfillment of this agreement to reflect any decreases in costs associated with the services to be rendered under this agreement.
 - g. This MoU is subject to review at any time upon written request of either party, but shall be reviewed quarterly to:
 - i. Determine the need for continuance, modifications, or termination of services.
 - ii. Assess the quality and timeliness of all firearms services provided, including but not limited to oral and written opinions pertaining to training activities and other supportive services.
 - iii. Pursuant to the Financial Review Process (FRP) mandated by the Office of the Chief Financial Officer of the District of Columbia, all services provided by this MoU shall be reported monthly in the DGS/PSD's FRP submission to the Office of Budget and Planning.

B. PAYMENT

1. Payment for goods and services shall be made via intra-District transfer by DGS to MPD, based on advance requests submitted by MPD.
2. Payment to MPD for the services to be performed/goods to be provided shall not exceed actual costs or the amount of this MoU.

3. DGS/PSD reserves the right to deny payment to MPD for goods or services not provided pursuant to the terms of this MoU.

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, (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.

IV. **RESOLUTION OF DISPUTES**

The Director of DGS and the Chief of MPD or their designees shall mutually resolve all adjustments and/or disputes arising from services provided under this Mo U. In the event that the parties cannot resolve the dispute, the matter shall be referred to the D.C. Office of Financial Operations and Systems for resolution.

V. **MODIFICATION/TERMINATION**

DGS/PSD and MPD reserve the right to request modifications and/or renegotiations of the terms and conditions of this MoU at any time, in writing and with the agreement of both parties.

A. This MoU may only be modified and/or renegotiated as follows:

1. Additional resources required of either party as a result of modification/renegotiations shall be obtained within a mutually agreed upon time.
2. The approval authority for this MoU and modifications shall be the Chief of MPD and the Director of DGS, or their designees.

B. This MoU may be terminated on the following grounds:

1. Lack of funding;
2. Lack of Congressionally approved budget;
3. Changes in District or federal law, or policy affecting these services;
4. Changes in the structure or nature of this training;
5. Elimination of this training or services; or
6. Failure of MPD and/or DGS/PSD to follow District laws, rules or regulations.

In the event of any of the above listed grounds for termination, this MoU may be terminated by MPD with a 30-day advance written notice to DGS/PSD. DGS/PSD may terminate this MoU

with at least a 30-day advance written notice to MPD. In either instance, both parties shall mutually agree upon the effective date of termination.

VI. **DURATION OF MOU**

The period of this MoU shall be from date of execution to September 30, 2022.

VII. **EFFECTIVE DATE**

This MoU shall be effective upon the signing of both agency heads.

VIII. **PROCUREMENT PRACTICES REFORM 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§ 2-351.01 et seq.) to procure the goods or services of the agent or third party.

IX. **AUTHORITY FOR MOU**

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

X. **NOTICE**

The following individuals are the points of contact (POC) for each Party under this MoU:

METROPOLITAN POLICE DEPARTMENT

Commander Ralph Ennis,
Director, Metropolitan Police Department
4665 Blue Plains Drive, SW
Washington, DC 20032
Office: 202-497-1470
Email: ralph.ennis@dc.gov

DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION

Joseph A. Brown
Captain
Protective Services Division, Department of General Services
64 New York Avenue, NE – 4th Floor
Washington, DC 20002
Phone: : (202) 698-8669 Cell: (202) 870-4847
Email: joseph.brown2@dc.gov

IN WITNESS WHEREOF, the Parties hereto have executed this MoU as of the day and year written below:

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: f263dd9c30f44204520046f2d38f3410

Keith A. Anderson
Director

10/28/2021

Date

METROPOLITAN POLICE DEPARTMENT

Robert J. Contee III
Chief of Police

Date

FY22 Range MOU Cost Analysis

New Hire Firing Range Training (Beginners Training 5 days per session, 8 hrs per day)

Site	Agency	Session Days	Total Number of Sessions	Hours per Session	Number of MPD Instructors	Hourly Rate	Estimated Cost per session	Estimated Cost of Instructors	Estimated Cost: 4 Total sessions
MPD - 4665 Blue Plains Dr. SW	DGS	5	4	8	3	\$ 71.52	\$ 2,860.80	\$ 8,582.40	\$ 34,329.60
								Subtotal:	\$ 34,329.60

FTE Recertification Training

1 day per 8 session 4 hrs per day between Jan 1st thru June 30th

1 day per 8 session 4 hrs per day between Jul 1st thru Dec 31st)

Site	Agency	Session Days	Total Number of Sessions	Hours per Session	Number of MPD Instructors	Hourly Rate	Estimated Cost per session	Estimated Cost of Instructors	Estimated Cost: 16 Total sessions
MPD - 4665 Blue Plains Dr. SW	DGS	1	16	4	3	\$ 71.52	\$ 286.08	\$ 858.24	\$ 13,731.84
								Subtotal:	\$ 13,731.84
								Subtotal:	\$ 48,061.44

Range Targets

Site	Agency	Range Targets	Total Number of Targets per Officer	Total Number of Officers	Total Number of Sessions	Estimated Cost
MPD - 4665 Blue Plains Dr. SW	DGS	\$ 1.07	5	15	20	\$ 1,605.00
						Subtotal
						\$ 1,605.00
						MOU Total: \$ 49,666.44

**DATE:****DUE DATE: 10/27/2021****DEADLINE DATE: 11/3/2021*****Expedite Process***

DIVISION TITLE: Protective Services Division <hr/> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		SUBJECT: Buyer MOU FY22 PSD – DGS DCRA (Operating)			
ORIGINATOR:		NAME: Leila Gheitu PHONE NUMBER: (202)679-5011			
TITLE	NAME			Director Received Date:	
				INITIAL	DATE
Training Specialist	VENOLA JOHNSON				
Applicable Associate Director	CHRISTOPHER B. PRINCE DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA			CBP	10/27/21
Resource Allocation	WANDA JONES			WJ	10/27/2021
Deputy Chief Operating Officer	DANIELLE MEADORS			DM	10/27/2021
Chief Administrative Officer	MICHELLE DEE			MD	10/28/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM				

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			VA	10/28/2021
General Counsel	XAVIER BELTRAN			XB	10/28/2021
Director	KEITH A. ANDERSON			KAA	10/28/2021

Summary: Attached for approval and signature is an MOU between the Department of General Services (DGS), Protective Services Division (PSD) and the Department of Consumer and Regulatory Affairs (DCRA). As the requestor, DGS/PSD, is requesting DCRA to provide occupational and professional licenses for all Special Police Officers (SPOs) employed through DGS/PSD. The term of this MOU is from "date of execution to September 30, 2022", with a not to exceed the estimated fiscal cost of \$8,960.00.

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: ☐Landlord ☐Tenant ☐Licensee ☐Licensor ☐Declarant
☐Permitter ☐Permittee ☐Grantee ☐Grantor ☐Other

Type of Document: ☐In-Lease ☐Amendment to In-Lease ☐In-License ☐Out-License
☐Out-Lease ☐Amendment to Out-Lease ☐MOU ☐LOI
☐ANC Letter ☐Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION
AND
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
FISCAL YEAR 2022**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION, (DGS/PSD) and the DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS (DCRA), individually referred to herein as the “Party” and collectively referred to herein as the “Parties.”

The Department of General Services (DGS) has requested the services of the Department of Consumer and Regulatory Affairs (DCRA) to provide occupational and professional licenses for all Special Police Officers (SPOs) employed through the Protective Services Division.

II. PROGRAM GOALS AND OBJECTIVES

The mission of the Department of Consumer and Regulatory Affairs (DCRA) is to protect the health, safety, economic interests, and quality of life of residents, businesses, and visitors in the District of Columbia by ensuring code compliance and regulating business.

The Streamlining of Security Licensing Amendment Act of 2013 transfers the deposits of licensing fees and administrative license processing functions for security agencies, security officers, special police officers, campus police officers, and private detectives from the Metropolitan Police Department, Security Officers Management Branch (SOMB) to the Department of Consumer and Regulatory Affairs, Occupational and Professional Licensing Administration (DCRA/OPLA), effective October 1, 2013. OPLA currently administers licensing services for 18 other occupational and professional boards, commissions, and programs.

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 DCRA

DCRA will provide Special Police Officer (SPO) licenses for all SPOs employed by DGS/PSD in accordance with **Attachment A**, Estimated Cost and **Attachment B**, Security and Private Detective Business Fee Schedule for DCRA.

1. DCRA will safeguard and protect all personal information regarding DGS/PSD Officers pursuant to applicable privacy laws.
2. DCRA shall provide copies of invoices for the services provided under this MOU to the Point of Contact (POC) identified in **Section XII**.
3. Any portion of DGS's advance not used for the payment of goods and services as defined by this MOU, will be returned to DGS by DCRA after all monthly invoices have been received and reconciled.

B. RESPONSIBILITIES OF DGS/PSD

1. DGS/PSD shall budget for all services requested in this MOU.
2. DGS/PSD shall transfer **\$8,960.00** to DCRA for Special Police Officer (SPO), for the services to be performed pursuant to this MOU. (**Attachment A**)
3. During the requested days and times, PSD Managers will perform due diligence in monitoring the officers to ensure that all the requirements of DCRA are maintained.

IV. DURATION OF MOU

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(k); *The Department of General Services Establishment Act of 2011*, D.C. Law 19-21, October 1, 2011; and D.C. Official Code § 1-1401 et seq.

VI. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for actual services under this MOU shall not exceed **Eight Thousand, Nine Hundred Sixty Dollars (\$8,960.00)** for Fiscal Year, (FY) 2022. Funding for the services shall not exceed the actual cost of the services during FY 2022.
2. The estimated cost of this MOU is based on a total of SPOs that may be receiving licenses/commissions during the term of this MOU.
3. If DCRA does not provide licenses for the number of SPOs specified in the MOU, payment to DCRA shall be reduced by an amount equal to the fee for licensing services multiplied by the number of officer(s) for which services were not provided.
4. In the event of termination of the MOU, payment to DCRA shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for services shall be made via Intra-District transfer by DGS/PSD to DCRA, based on advance request.
2. Payment to DCRA for the services to be performed shall not exceed actual costs or the amount of this MOU.
3. DGS/PSD reserves the right to deny payment to DCRA for services not provided pursuant to the terms of this MOU.
4. DCRA and DGS/PSD Directors' or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve the issue, the matter shall be referred to the D.C. Office of the Chief Financial Officer.

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, (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, DCRA will be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DCRA shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (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 DGS/PSD and other officials as may be specified by the District of Columbia at its sole discretion.

IX. PROCUREMENT PRACTICES REFORM 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 § 2-351.01 *et seq.*) to procure the goods or services of the agent or third party.

X. CONFIDENTIAL INFORMATION

Both parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of both DCRA and DGS/PSD.

XI. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DCRA or DGS/PSD may terminate this MOU in whole or in part by giving 30 calendar days advance written notice to the other Party on the following grounds:

- a. Lack of funding;
- b. Changes in applicable law;
- c. Changes in the structure or nature of the program;
- d. Elimination of the program or service;
- e. Failure of either Party to follow District laws, rules, or regulations; or
- f. Failure of either Party to follow the terms of this MOU.

XII. NOTICE

The following individuals are the Point of Contact (POC) for each Party under this MOU:

THE DEPARTMENT OF CONSUMER REGULATORY AFFAIRS

Cynthia Briggs, Program Manager, OPLA
Department of Consumer and Regulatory Affairs
1100 4th St SW, DC 20024
Main: 202.442.4400 | desk: 202.442.4335
Mobile: 202.270-5891 | dcra.dc.gov
cynthia.briggs@dc.gov |

DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION

Joseph A. Brown
Captain
Protective Services Division
Department of General Services
64 New York Avenue, NE – 4th Floor,
Washington, DC 20002
Phone: (202) 698-8669 | Cell: (202) 870-4847
Email: Joseph.brown2@dc.gov

XIII. MODIFICATIONS

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

XIV. MISCELLANEOUS

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

If a Party's ability to perform any of its responsibilities under this MOU is delegated or transferred to a successor agency, the Party whose responsibilities are affected shall take all necessary steps to ensure that the successor agency agrees to be bound by the terms of this MOU, including, if and as necessary, only by the execution of a written amendment to this MOU by all Parties.

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

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: 47fa1c3a044205c1487931274700998f

Keith A. Anderson
Director

10/28/2021

Date

THE DEPARTMENT OF CONSUMER REGULATORY AFFAIRS

Ernest Chrappah

Ernest Chrappah
Director

11-5-2021

Date

ATTACHMENT A - FY22 COST ANALYSIS

PSD Armed Special Police Officers (ASPO) Licenses					
Buyer Agency	New/Renewal Armed Special Police Officer	Estimated # of PSD ASPOs Transfer	Bi-Annual Agency Renewal LICENSE & Application Fees	DCRA FY22 Fee Schedule (See Attached)	Estimated Yearly Total
DGS/PSD	100			\$84.00	\$8,400.00
DGS/PSD			1	\$500.00	\$500.00
DGS/PSD		2		\$30.00	\$60.00
DGS/PSD				\$30.00	\$0.00
				TOTAL	\$8,960.00

Security and Private Detective Business Fee Schedule

Agency:

Private Detective Business

- \$1000.00 New
- \$500.00 Renewal

Security Agency Business

- New application \$1000.00 *(5 or more officers)*
- Renewal \$500.00

Security Agency Individual *(4 or less officers)*

- \$99.00 New
- \$99.00 Renewal

Individual:

Private Detective

- New \$99.00
- Renewal \$99.00

Security Officer

- New \$99.00
- Renewal \$99.00

Special Police Officer

- New \$84.00
- Renewal \$84.00

Campus Special Police Officer

- New \$84.00
- Renewal \$84.00

DATE: October 27, 2021DUE DATE: November 3, 2021

DEADLINE DATE: _____

☐ Expedite Process

DIVISION TITLE: <u>Capital Construction</u> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: <u>CCD Capital</u> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)	SUBJECT: FY22 Capital Construction Division (CCD) – Capital Memorandum of Understanding between Captive Insurance Company (Captive) and The Department of General Services (DGS)			
ORIGINATOR:	NAME: Cassidy Mullen PHONE NUMBER: (202) 769-6791			
TITLE	NAME		Director Received Date:	
			INITIAL	DATE
Training Specialist	VENOLA JOHNSON			
Applicable Associate Director	CHRISTOPHER PRINCE, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS SHAWN WINSLOW TIFFANY MOORE JOHN A. STOKES MATT FLOCA		TBM	11/02/2021
Resource Allocation	WANDA JONES		WJ	11/02/2021
Deputy Chief Operating Officer	DANIELLE MEADORS		DM	11/02/2021
Chief Administrative Officer	MICHELLE DEE		MD	11/02/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM			

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			KW	11/02/2021
General Counsel	XAVIER BEL TRAN			XB	11/03/2021
Director	KEITH A. ANDERSON			KAA	11/03/2021

Summary:

This Memorandum of Understanding (MOU) between the Captive Insurance Agency (Captive) and the Department of General Services (DGS) will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a builders' risk policy of insurance (the "Policy") with a term from September 13, 2021 to August 31, 2023, relating to the modernization of Raymond Elementary School at 915 Spring Road, N.W., Washington, DC 20010 (the "Project"). Reimburse the Captive One Hundred One Thousand Seven Hundred Forty Dollars (\$101,740) for the actual cost of the Policy. This MOU shall commence on the date the last Party to this MOU executes it (the "Effective Date") and remain in effect through September 30, 2022 unless sooner terminated pursuant to Article VII of this MOU.

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CAPTIVE INSURANCE AGENCY
AND
DEPARTMENT OF GENERAL SERVICES**

This Memorandum of Understanding (“**MOU**”) is entered into by and between the Captive Insurance Agency (“Captive”) and the Department of General Services (“DGS”), each referred to herein as a “Party” and collectively to herein as the “Parties”.

I. INTRODUCTION AND OVERVIEW

Pursuant to the terms of this MOU, DGS will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance (the “Policy”) with a term from September 13, 2021 to August 31, 2023, relating to the modernization of Raymond Elementary School at 915 Spring Road, N.W., Washington, DC 20010 (the “Project”).

II. SCOPE OF WORK

A. Responsibilities of the Captive

Procure the Policy for the Project.

B. Responsibilities of DGS

Reimburse the Captive One Hundred One Thousand Seven Hundred Forty Dollars (\$101,740) for the actual cost of the Policy.

III. FUNDING

A. Cost of services

Total cost for services is \$101,740.

B. Payment

1. Payment for services shall be made through an Intra-District advance by DGS to the Captive in the amount of \$101,740.

2. Advances to the Captive for the services to be provided shall not exceed the actual cost of this MOU, \$101,740.
3. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU.

IV. ANTI-DEFICIENCY CONSIDERATIONS

A. Federal and District of Columbia Anti-Deficiency Act

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.)

B. Continuing Legal Obligation

The Parties acknowledge and agree that their respective obligations under the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. DURATION OF MOU

This MOU shall commence on the date the last Party to this MOU executes it (the "Effective Date") and remain in effect through September 30, 2022 unless sooner terminated pursuant to Article VII of this MOU.

VI. COMPLIANCE AND MONITORING

A. Monitoring

As this MOU is funded by District of Columbia funds, the Captive will be subject to scheduled and unscheduled monitoring reviews

by the District government to ensure compliance with all applicable requirements.

B. Records and reports

1. The Captive shall maintain records and receipts for the expenditure of all funds received for a period of no less than three (3) years from the date of expiration or termination of the MOU.
2. Upon DGS' request, the Captive will make these documents available for inspection by duly authorized representatives of DGS and other District officials as may be specified by DGS at its sole discretion.

VII. TERMINATION

A. Communication

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

B. Cause

This MOU may be terminated for any of the following reasons:

1. Lack of funding;
2. Changes in applicable law;
3. Changes in the structure or nature of the program;
4. Elimination of the program or service;
5. Failure of either party to follow District of Columbia laws, rules, or regulations; or failure of either party to follow the terms of the MOU;
6. The convenience of either party.

VIII. NOTICE

A. For Department of General Services:

The following individual is the DGS contact point under this MOU:

George Lewis
Associate Director
Contracts and Procurement Chief Procurement Officer
Department of General Services
George.lewis@dc.gov

B. For the Captive:

The following individual is the Captive contact point under this MOU:

Jane Waters
Insurance Program Administrator
Jane.waters@dc.gov

IX. MODIFICATIONS

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

X. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k).

XI. 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 have executed this MOU as follows:

SIGNATURES ON NEXT PAGE

**DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL
SERVICES**

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: 7306b6c4c3f319edb0bf3740b249f3da

By: _____
Keith A. Anderson, Director

Date: 11/03/2021

CAPTIVE INSURANCE AGENCY

By: *Jed Ross* / yeung
Jed Ross, Chief Risk Officer

Date: 10/27/2021

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I**GENERAL**

MOU NUMBER: _____ EFF DATE OF MOU: _____

SELLER INFORMATIONAGENCY: DC Captive Insurance Agency AGENCY CODE: RJ0NAME OF CONTACT: Alemayehu AwasADDRESS : 441 4th Street NW, Suite 890N
Washington, DC 20012TELEPHONE # : 202-727-6535

FAX # : _____

AUTHORIZING OFFICER _____ DATE: ____ / ____ / ____

BUYER INFORMATIONAGENCY: Department of General Services AGENCY CODE: AM0NAME OF CONTACT: Antionette Hudson BeckmanADDRESS : 2000 14th St. NW
Washington, DC 20001TELEPHONE # : 202-678-7476

FAX # : _____ for AHB

 10 29 21
AUTHORIZING OFFICER _____ DATE: ____ / ____ / ____

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

PART II

MOU NUMBER: _____ 2 OF 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: MOU with DC Captive Insurance Agency for Builders Risk Policy covering Raymond Elementary School. DGS will provide funds to the Captive to reimburse for the cost it incurs for the procurement of a builder's risk policy of insurance relating to construction work.

\$101,740.00

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	RJ0	22					4600	4600		
Buyer	AM0	2008		0300	YY93E	95101	0409	0409	N/A	YY193C/4

GOOD/ SERVICE:

DATE: ____ / ____ / ____

TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER										

GOOD/ SERVICE:

DATE: ____ / ____ / ____

TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER										

GOOD/ SERVICE:

DATE: ____ / ____ / ____

TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER										

**DATE:****DUE DATE:** 11-1-2021**DEADLINE DATE:** 11-8-2021***☒ Expedite Process***

DIVISION TITLE:		SUBJECT:	
<u>FACILITIES</u> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		FY22 FMD - MOU DHCF @ One Judiciary Square located at 441 4th St NW - 20 parking spaces	
ORIGINATOR:		NAME: PAUL DOWELL PHONE NUMBER: 202.671.1308	
TITLE- Management Analyst	NAME	Director Received Date:	
		INITIAL	DATE
Training Specialist	VENOLA JOHNSON		
Applicable Associate Director	RALPH MCLEAN, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA	DG	11/04/2021
Resource Allocation	WANDA JONES	WJ	11/05/2021
Deputy Chief Operating Officer	DANIELLE MEADORS	DM	11/05/2021
Chief Administrative Officer	MICHELLE DEE	MD	11/05/2021

DLRS _____

Office of the Director

Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM				
Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			BSA	02/02/2022
General Counsel	XAVIER BEL TRAN			XB	02/02/2022
Director	KEITH A. ANDERSON			KAA	02/02/2022

Summary: Parking MOU with DHCF for (20) parking spaces at One Judiciary Square garage located at 441 4th St NW DC and 1st and E NW Outside lot located at 490 1st St NW.

For all documents:

Title of Document:

Contracting Party (if applicable):

For Portfolio Division documents only:

Realty Specialist:

Attorney Assigned (if applicable):

District as: ☒ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permittor ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☒ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____

☐ ELMO

**MEMORANDUM OF UNDERSTANDING – FY22
BETWEEN
DC DEPARTMENT OF GENERAL SERVICES
AND
DC DEPARTMENT OF HEALTH CARE FINANCE**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the Department of General Services ("DGS") and the DC Department of Health Care Finance ("DHCF"), collectively referred to herein as the "Parties."

DHCF has requested the services of the Department of General Services to provide twenty (20) parking spaces at the agency's worksite located at 441 4th Street, NW, and 490 First St NW Exterior Lot for employees use to facilitate their agency operations.

II. PROGRAM GOALS AND OBJECTIVES

DHCF has requested the services of the DGS to provide twenty (20) parking spaces located in the parking garage of 441 4th Street NW and at 490 First St NW Exterior Lot at the current rate of **\$140.00 per space** per month for the 2022 fiscal year.

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

III. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of DGS

- a. Provide twenty (20) parking spaces to DHCF at the current established rates.
- b. Respond to parking concern requests.
- c. Notify designated agency parking coordinator of service, maintenance, or any other garage-related changes, amendments, or service interruptions.

B. Responsibilities of DHCF

- a. Provide accurate permit holder information to the DGS agency parking coordinator upon request.
- b. Disseminate garage information to permit holders/agencies in a timely manner.
- c. Manage DHCF permit holders and keep current records unless changed by DGS in writing.
- d. Notify DGS of permit holder changes or reassignment of the designated agency parking coordinator.

IV. EFFECTIVE DATE

This MOU shall be effective on the date of full execution and delivery of the MOU to both parties.

V. DURATION OF MOU

This MOU shall remain in force, unless terminated in writing pursuant to Article 12, until the close of business on September 30, 2022.

VI. FUNDING

- A. Total cost for services under this MOU shall not exceed **\$33,600 (Thirty-three ThousandSix Hundred and 00 dollars)** for the term. Funding for these services shall not exceed the project's actual cost, including labor and reasonable overhead costs.
- B. DHCF shall issue a funding transfer in the amount of **\$33,600 (Thirty-three Thousand Six Hundred and 00 dollars)** within ten (10) days after this MOU has been fully executed and delivered to both Parties.
- C. **Twenty (20)** allocated parking spaces to facilitate DHCF operations during standard and non-standard District business hours.

VII. TRANSFER OF RIGHTS AND RESPONSIBILITIES

DGS may enter into any contracts, delegations, assignments, or such other agreements as authorized by applicable law that DGS determines necessary to carry out the purpose of this MOU.

VIII. DHCF LIABILITY

DHCF shall not accept responsibility for any claim and/or liability for any act of negligence, error, omission, fault, or other negligent or wrongful act of DGS, its contractors, subcontractors, agents, and/or employees in the performance of, or in connection with, any work contemplated or performed under this MOU.

IX. COMPLIANCE AND MONITORING

The Parties agree to comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated and to observe and perform any contracts, delegations, assignments, or other agreements entered into in furtherance of this MOU. The Parties or their designees shall resolve all adjustments and disputes arising from services provided and invoiced under this MOU.

X. RECORDS AND REPORTS

DGS shall maintain records and receipts for the expenditures of all funds provided and, upon either DHCF or the District of Columbia's request, make these documents available for inspection for a period of no less than three (3) years.

XI. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement executed by DHCF and DGS.

XII. PROVISIONS FOR TERMINATION

Parties may terminate this MOU in whole or in part by giving thirty (30) days written notice to the other Party when it is in the best interest of either Party to do so based on the following grounds:

- (1) Lack of funding;
- (2) Changes in applicable laws;
- (3) Changes in the structure or nature of the program or project; or
- (4) Elimination of the program, service, or project supported by this MOU.

Such termination shall not be deemed a breach of the MOU.

XIII. CLOSEOUT PROVISIONS

DGS shall submit final financial statements of incurred expenses no later than ninety (90) days after the expiration or earlier termination of this MOU in a format acceptable to DGS and DHCF.

XIV. AUTHORITY FOR MOU

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

XV. 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 USC. §§ 1341, 1342, 1349 and 1351; (ii) the District of Columbia Anti-Deficiency Act, DC Official Code §§ 47-355.01-355.08 (2001); (iii) DC Official Code § 47-105 (2001) and (iv) DC 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 conditioned. DHCF shall make no obligations in excess of the amount of this MOU.

XVI. NOTICE

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

For DGS: Paul Dowell,
Management Analyst/DGS Parking Manager
DC Department of General Services
Facilities Division
2000 14th St NW, DC 20009
Desk: 202.671.1308
Cell: 202.207.4367
Paul.dowell@dc.gov

For DHCF: Tondalaya Hamilton
DC Department of Health Care Finance
Office of the Chief Operating Officer
441 4th Street NW, 9th Floor South
Washington, DC 20001
Main: 202-442-9074
Fax: 202-442-4790
Tondalaya.Hamilton2@dc.gov

These individuals are responsible for managing and coordinating the requirements for the irrespective agencies incorporated in this MOU. Notices and copies of pertinent correspondence and changes or other transactions pertaining to this MOU shall be furnished to these individuals.

XVII. AUTHORIZATION

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: 8069d97011cd334d8b287d8f894c7e7f

02/02/2022

Date _____ Authorized

Keith A. Anderson
Director
Department of General Services

Wayne Turnage

Date 11/16/2021 Authorized

Wayne Turnage
Deputy Mayor of Health and Human Services
Director Department of Health Care Finance

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

|

PART I

MOU NUMBER: DLRS_3876

Services: Parking Spaces

AMOUNT: 33,600.00

SELLER INFORMATION

AGENCY: Department of General Services

AGENCY CODE: AM0

NAME OF CONTACT: Antoinette Hudson-Beckham

ADDRESS : 2000 14th Street NW

Washington DC 20009

TELEPHONE # : 202-698-7476

FAX # :

AUTHORIZING OFFICER

David Kintu for AHB

2/2/22

BUYER INFORMATION

AGENCY: Department of Health Care Finance

AGENCY CODE: HT0

NAME OF CONTACT: Darrin Shaffer

ADDRESS : 441 4th Street NW

Washington, DC 20001

TELEPHONE # : 202 442-9079

FAX # :

AUTHORIZING OFFICER

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

PART II		
MOU NUMBER:	1	1

1

SERVICE INFORMATION AND FUNDING CODES									
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		TOTAL:		33,600.00
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33,600.00

[illegible][illegible][illegible]



To: Keith Anderson
Acting Director, Department of General Services

From: Wayne Turnage 
Deputy Mayor for Health & Human Services
Director, Department of Health Care Finance

CC: Ben Stutz, Interim Chief Operating Officer
Melanie Williamson, Chief of Staff

Date: January 12, 2022

Subject: DHCF Parking Consideration

The purpose of this memo is to request approval for our continued use of the Department of Health Care Finance's current parking space at the Marion S. Barry, Jr. building, 441 4th St. NW, based on the following need:

As you know, the Department of Health Care Finance (DHCF) is the District of Columbia's state Medicaid agency, and our mission is to improve health outcomes by providing access to comprehensive, cost-effective, and quality healthcare services for residents of the District of Columbia. Our main office is located at the Marion S. Barry, Jr. Building, 441 4th Street NW, and we have a satellite office at the L'Enfant Plaza office building. We currently have office space for a total of 337 FTEs, and have increased our number of staff by 39 FTEs in the span of 5 years. Our 24 spaces are used by the DHCF Executive Management Team, Administration Directors, and other key personnel. Due to the frequency of late nights, urgent meetings, requests from and engagement with the Executive Office of the Mayor, the Council of the District of Columbia, and external stakeholders, having access to readily available transportation is essential, because it enables us to serve the needs of residents and stakeholders.

In addition, many of our managers reside outside of the District--and public transportation cannot be used for late night shifts, as the safety of our employees would be compromised given the location and surroundings of the building. Given the limited affordable parking in the area, parking in the building provides an incentive for the hiring and retention of highly skilled employees. The market rate for parking in the area is currently close to \$350 per month and without the external parking spaces, DHCF is at risk of losing qualified staff members to remote work options or employers with parking benefits. This loss would significantly impact the agency's operations and, therefore, DHCF's ability to deliver efficient services to stakeholders.

As demonstrated above, should parking options be eliminated for DHCF, there will be significant consequences to our agency's operations and services. For these reasons, I respectfully request approval to maintain DHCF's assigned parking spaces at the Marion Barry building.

If you have questions or concerns with this request, please get in touch with Ben Stutz, Chief Operating Officer, Department of Health Care Finance, Director, Development and Operations, New St. Elizabeths East Hospital, Deputy Mayor for Health and Human Services, Cell: 202-567-1434, Email: ben.stutz@dc.gov.

Regards,

Wayne Turnage
Deputy Mayor for Health & Human Services
Director, Department of Health Care Finance

DATE: November 16, 2021DUE DATE: November 23, 2021

DEADLINE DATE: _____

☐ Expedite Process

DIVISION TITLE: <u>Capital Construction</u> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: <u>CCD Capital</u> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)	SUBJECT: FY22 DLRS 3890 - Background MOU Capital Construction Division (CCD) – Capital Memorandum of Understanding between The Department of Parks & Recreation and The Department of General Services (DGS)			
ORIGINATOR:	NAME: Michael Hutchinson PHONE NUMBER: 202-391-2771			
TITLE	NAME		Director Received Date:	
			INITIAL	DATE
Training Specialist	VENOLA JOHNSON			
Applicable Associate Director	CHRISTOPHER PRINCE, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS SHAWN WINSLOW TIFFANY MOORE JOHN A. STOKES MATT FLOCA		TBM	11/16/2021
Resource Allocation	WANDA JONES		WJ	11/17/2021
Deputy Chief Operating Officer	DANIELLE MEADORS		DM	11/17/2021
Chief Administrative Officer	MICHELLE DEE		MD	11/17/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM			

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			KW	11/17/2021
General Counsel	XAVIER BELTRAN			BA	11/17/2021
Director	KEITH A. ANDERSON			KAA	11/18/2021

Summary:

This Memorandum of Understanding (MOU) is entered into between the Department of Parks and Recreation ("DPR"); the buyer agency; and the Department of General Services ("DGS"); the seller agency; to transfer federal grant funds from the Land and Water Conservation Fund program in the amount of \$507,747 and capital funds in the amount of \$800,000 for a total amount of \$1,307,747 from DPR to DGS to implement improvements to New Jersey and O Street Park. This MOU shall be effective on the date on which the MOU is fully executed by both the DGS Director, and the DPR Director. The MOU shall remain in force, unless terminated earlier pursuant to Section XII herein, until September 30, 2022, or upon completion of the Project, whichever is sooner. This deadline is necessitated by the federal grant expiration.

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ **ELMO**

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF PARKS AND RECREATION AND
THE DEPARTMENT OF GENERAL SERVICES

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the Department of Parks and Recreation ("DPR"), the buyer agency, and the Department of General Services ("DGS"), the seller agency, collectively referred to herein as the "Parties."

II. PROGRAM GOALS AND OBJECTIVES

This MOU serves as an agreement to transfer federal grant funds from the Land and Water Conservation Fund program in the amount of \$507,747 and capital funds in the amount of \$800,000 for a total amount of \$1,307,747 from DPR to DGS to implement improvements to New Jersey and O Street Park (the "Project").

These improvements should include but are not limited to the design and construction of updated landscaping, site furnishings, site access, pathways, open space, and amenities that create an aesthetically pleasing neighborhood park space that provides relaxation and opportunities for park programming and new activities.

Any use of funds transferred under this MOU must comply with the federal statutory and regulatory requirements applicable to the Land and Water Conservation Fund Act of 1965 (P.L. 88-578) as codified at 54 USC §200305 and the specific grant agreement P18AP006441/11-00106 ("Grant Agreement") as amended.

III. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF DGS

1. DGS shall comply with the terms of the individual Grant Agreement, including applicable federal and local laws and regulations.
2. DGS shall carefully track all invoices across the specific budget categories identified in SF-424C incorporated into the Grant Agreement, breaking out the amount of reimbursable federal funds used across each invoice in each category.
3. DGS shall undertake all procurement actions including, but not limited to, developing scopes of work, soliciting proposals, executing contracts, and confirming completed work.
4. DGS must abide by local procurement regulations as well as the specific procurement regulations detailed in the Grant Agreement.
5. DGS shall be responsible for providing project management services.
6. DGS shall be responsible for the payment of invoices per DGS' contract(s) with the vendor(s).

7. DGS shall be responsible for coordinating any warranty repairs during the one (1) year warranty period of all equipment purchased.
8. DGS shall submit to DPR the PASS voucher package which includes invoices and copy of the purchase order to support expenditures.
9. DGS shall coordinate with DPR community outreach and coordination with stakeholders from the community, other District agencies and nongovernmental/federal agencies.
10. DGS shall establish an agency internal service fund with a corresponding index that ties to the fund and agency organization structure for the transfer of funds from the Buyer to the Seller.
11. DGS shall establish methods in SOAR so that funds may be independently tracked.
12. DGS shall provide any documents requested from DPR to assist in the reimbursement of grant funds within three (3) business days.

B. RESPONSIBILITIES OF DPR

1. DPR shall provide funding per Section IV.
2. DPR shall specify all equipment to be installed and design/construction services to be rendered.
3. DPR shall respond to any requests for information from DGS or its vendors within five (5) business days.
4. DPR shall review any drawing submissions and any pertinent product submittals within five (5) business days.
5. DPR shall attend regularly scheduled construction progress meeting.
6. DPR shall attend punch list walkthrough at or near substantial completion date and advise on completeness of the scope of work.
7. DPR shall act as liaison with the National Park Service (NPS) for any questions or concerns regarding the grant funds.
8. DPR shall require the PASS voucher package which includes invoices and copy of the purchase order to support expenditures.
9. DPR shall submit all requests for reimbursement, following the procedures laid out in the grant agreement.
10. DPR shall be responsible for submitting any amendment to the original grant agreement and budget approved by NPS.
11. DPR shall ensure appropriate completion and closeout of the Project consistent with the provisions of the Land and Water Conservation Act.

IV. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed one million, three hundred and seven thousand, seven hundred and forty-seven dollars and zero cents (\$1,307,747.00).
2. In the event of termination of the MOU, repayment of any amounts to DPR shall be held in abeyance until all required fiscal reconciliation, but no longer than September 30 of the current fiscal year.

B. PAYMENT

1. Payment for all the goods and services shall be made through an intra-district advance by DPR to DGS based on the total amount of this MOU.
2. Advances to DGS for the services to be performed and, goods to be provided shall not exceed the amount of this MOU.
3. DGS shall bill DPR through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU.
4. DGS shall return any excess advance to DPR within thirty (30) days of the end of the Project, or the end of the current fiscal year, whichever date is earlier.

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.

V. EFFECTIVE DATE

This MOU shall be effective on the date on which the MOU is fully executed by both the DGS Director or his/her designee, and the DPR Director or his/her designee.

VI. DURATION OF MOU

- A. The MOU shall remain in force, unless terminated earlier pursuant to Section XII herein, until September 30, 2022, or upon completion of the Project, whichever is sooner. This deadline is necessitated by the federal grant expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option periods.
- C. The exercise of an option period is subject to the prior federal approval of a one-year extension for the grant funds.

VII. TRANSFER OF RIGHTS AND RESPONSIBILITIES

DGS may enter into any contracts, delegations, assignments or such other agreements as authorized by applicable laws and regulations that DGS determines necessary to carry out the purposes of this MOU. DGS may assign all or any part of this MOU to one or more of its subsidiaries or partner agencies. DGS shall notify DPR in writing if such assignment of all or part of this MOU takes place.

VIII. COMPLIANCE AND MONITORING

The Parties agree to comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated. DGS shall observe and perform any contracts, delegations, assignments or other agreements entered into by DGS in furtherance of this MOU. DGS' administration of the expenditures and use of the funds will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

IX. RECORDS AND REPORTS

All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337.

DGS shall provide a copy of all financial records to include but is not limited to purchase orders, invoices, and receipts for all expenditures.

DGS shall maintain records and receipts for the expenditures of all funds provided for a period of not less than three (3) years from the date of expiration or termination of this MOU and upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of DPR and other officials as may be specified by the District of Columbia at its sole discretion.

X. 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 and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of such Party.

XI. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

XII. PROVISIONS FOR TERMINATION

Either DGS or DPR may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party, when it is in the best interest of either Party to do so based on the following grounds:

- 1) Lack of funding,
- 2) Changes in applicable laws,
- 3) Changes in the structure or nature of the program or Project; or
- 4) Elimination of the program, service or Project supported by this MOU.

Such termination shall not be deemed a breach of the MOU.

In the event that termination of this MOU occurs prior to completion of the Project, DGS will render the site safe and free of hazardous conditions. In the event of termination of this MOU, payment to DGS shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the current fiscal year.

XIII. AUTHORITY FOR MOU

D.C. Official Code§ 1-301.01(k).

XIV. RESOLUTION OF DISPUTES

The Parties' Directors or their designees shall resolve all adjustments and 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 D.C. Office of Financial Operations and Systems.

XV. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/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 § 2-351.0 Let seq.) to procure the goods or services.

XVI. NOTICE

The following individuals are the Point of Contact (POC) for each Party under this MOU:

For DPR:

Nick Kushner, Community Planner, ASLO
1275 First Street, NE, 8th Floor
Washington, DC 20002
Phone: (202) 391-9188
Email: nick.kushner@dc.gov

For DGS:

Michael Hutchinson, Executive Program Manager Capital Construction Division
1250 U Street, NW, 2nd Floor Washington, DC 20009
Phone: (202) 391-2771
Email: michael.hutchinson@dc.gov

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

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: 78d9d04f697f14f654a2f6bfc457a492

Keith A. Anderson
Director

11/18/2021

Date

DEPARTMENT OF PARKS AND RECREATION

Delano Hunter
Director

Date

1. DATE ISSUED MM/DD/YYYY 09/29/2021		1a. SUPERSEDES AWARD NOTICE dated 09/24/2018 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.916 - Outdoor Recreation Acquisition, Development and Planning			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. P18AP00644-01 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN P18AP00644		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 09/24/2018		Through MM/DD/YYYY 09/30/2022	
7. BUDGET PERIOD MM/DD/YYYY From 09/24/2018		Through MM/DD/YYYY 09/30/2022	
8. TITLE OF PROJECT (OR PROGRAM) 11-00106 NEW JERSERY/O STREET PARK			

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

9a. GRANTEE NAME AND ADDRESS DISTRICT OF COLUMBIA, GOVERNMENT OF 1275 1ST ST NE FL 8 WASHINGTON, DC 20002-3210		9b. GRANTEE PROJECT DIRECTOR NICK KUSHER	
10a. GRANTEE AUTHORIZING OFFICIAL NICK KUSHER		10b. FEDERAL PROJECT OFFICER Mrs. Leah Berry 100 Alabama Street, SW 1924 Building Partnerships Atlanta, GA 30303	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) \$ 507,747.00			
II Total project costs including grant funds and all other financial participation				b. Less Unobligated Balance From Prior Budget Periods \$ 0.00			
a. Salaries and Wages\$ 0.00				c. Less Cumulative Prior Award(s) This Budget Period \$ 507,747.00			
b. Fringe Benefits\$ 0.00				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 0.00			
c. Total Personnel Costs\$ 0.00				13. Total Federal Funds Awarded to Date for Project Period \$ 507,747.00			
d. Equipment\$ 0.00				14. RECOMMENDED FUTURE SUPPORT			
e. Supplies\$ 0.00				(Subject to the availability of funds and satisfactory progress of the project):			
f. Travel\$ 0.00				YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS			
g. Construction\$ 0.00				a. \$ b. \$ c. \$ d. \$ e. \$ f. \$			
h. Other\$ 1,307,747.00				15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING			
i. Contractual\$ 0.00				ALTERNATIVES:			
j. TOTAL DIRECT COSTS → \$ 1,307,747.00				a. DEDUCTION			
k. INDIRECT COSTS \$ 0.00				b. ADDITIONAL COSTS			
I. TOTAL APPROVED BUDGET \$ 1,307,747.00				c. MATCHING			
m. Federal Share \$ 507,747.00				d. OTHER RESEARCH (Add / Deduct Option)			
n. Non-Federal Share \$ 800,000.00				e. OTHER (See REMARKS)			
				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
				a. The grant program legislation			
				b. The grant program regulations			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached -

☒ Yes ☐ No

This amendment officially modifies and extends the period of performance end date for this agreement to 9/30/2022. The modified period of performance dates are located in block 6 of this Notice of Award.

This amendment officially modifies the Awarding Officer to Leah Berry. The updated key personnel is/are located in authorizing official- 10b Official block for ATR.

GRANTS MANAGEMENT OFFICIAL:

GWEN SMITH, Supervisory, Outdoor Recreation Planner
NPS, 100 Alabama Street SW, 1924 Bldg.
Atlanta, GA 30303-1000
Phone: 4045075800

17. VENDOR CODE 0071339970			18. DUNS 012105077			19. CONG. DIST. 98
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
10	20168106-10	\$0.00	09/24/2018	09/30/2022	5035	New Jersey & O Street Park FY11 LW S
20	20168106-20	\$0.00	09/24/2018	09/30/2022	5035	New Jersey & O Street Park FY12 LW S
30	20168106-30	\$0.00	09/24/2018	09/30/2022	5035	New Jersey & O Street Park FY17 LW

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 09/29/2021
GRANT NO. P18AP00644-01	

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PR LINE DESCRIPTION
40	20168106-40	\$0.00	09/24/2018	09/30/2022	5536	New Jersey & O Street Park FY17 GM
50	20168106-50	\$0.00	09/24/2018	09/30/2022	5536	New Jersey & O Street Park FY18 GM

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3

DATE ISSUED
09/29/2021

GRANT NO. P18AP00644-01

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/24/2018	09/30/2018	Annual	12/29/2018
10/01/2018	09/30/2019	Annual	12/29/2019
10/01/2019	09/30/2020	Annual	12/29/2020
10/01/2020	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Final	01/28/2023

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/24/2018	09/30/2018	Annual	12/29/2018
10/01/2018	09/30/2019	Annual	12/29/2019
10/01/2019	09/30/2020	Annual	12/29/2020
10/01/2020	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Final	01/28/2023

**DATE:** 11/18/21**DUE DATE:** 11/23/21**DEADLINE DATE:** 11/23/21**✓ Expedite Process**

DIVISION TITLE: PORTFOLIO CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		SUBJECT: FY22 ASM-DGS/DYRS 200 Mass Ave NW WeWork MOU for OIJFO			
ORIGINATOR:		NAME: Rashad Jenkins PHONE NUMBER: (202) 671-2802			
TITLE	NAME			Director Received Date:	
				INITIAL	DATE
Training Specialist	VENOLA JOHNSON				
Applicable Associate Director	RALPH MCLEAN, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA	×		TH	11/20/2021
Resource Allocation	WANDA JONES	×		WJ	11/20/2021
Deputy Chief Operating Officer	DANIELLE MEADORS	×		DM	11/20/2021
Chief Administrative Officer	MICHELLE DEE	×		MD	11/20/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM	×			

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS	X	KJ	11/22/2021
General Counsel	XAVIER BELTRAN	X	BA	11/22/2021
Director	KEITH A. ANDERSON	X	KAA	11/22/2021

Summary:

MOU for FY22 costs associated with License Agreement between DGS and WeWork at 200 Massachusetts for 3 offices on behalf of DYRS for a temp oversight agency OIJJO.

Note - IDSR Form will be completed and routed after MOU is fully executed

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: ☐ Landlord ☐ Tenant ☐ Licensee ☒ Licensor ☐ Declarant
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☒ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DC DEPARTMENT OF YOUTH REHABILITATION SERVICES
AND
THE DC DEPARTMENT OF GENERAL SERVICES
FY 2022**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the DC Department of Youth Rehabilitation Services (“DYRS”) (the “Buyer”) on behalf of the DC Office of Independent Juvenile Justice Oversight (“OIJJO”) and the DC Department of General Services (“DGS”) (“the Seller”), collectively referred to herein as the “Parties.”

II. PROGRAM GOALS AND OBJECTIVES

DYRS seeks to lease three (3) private offices identified by WeWork (the “Licensor”) as 07-163 (a 7 desk office), 07-162 (a 3 desk office), and 07-161 (a 2 desk office) on the 7th floor of 200 Massachusetts Ave NW, Washington, DC, 20001 (“the Property”) on behalf of OIJJO per the License Agreement effective June 1, for a period of two (2) years from June 1, 2021 through May 30, 2023.

This District of Columbia, by and through DGS has entered into a License Agreement effective June 1, 2021, dated May 31, 2021, with 200 MASSACHUSETTS AVENUE NW TENANT LLC, a New York limited liability company (“Licensor” or “WeWork”)(“Landlord”) for OIJJO’s agency requirement.

DGS is authorized, pursuant to Section 10-551.01 of the D.C. Official Code, to acquire real property by lease to meet the needs of DYRS as described above. The Parties seek to enter into this MOU to provide for the terms pursuant to which DYRS will provide funds for lease payments required under the License Agreement.

III. SCOPE OF SERVICES

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

A. Responsibilities of Buyer (DYRS)

1. Transfer to Seller Fifty-Eight Thousand Nine Hundred Thirty-Eight Dollars and 00/100 (\$58,938.00) to DGS for the FY2022 scheduled lease payments for October 1, 2021 to September 30, 2022(\$4,465 per month plus a 10% anticipated allocation for administrative and operating expenditures) required under the License Agreement.

B. Responsibilities of Seller (DGS)

1. Agree to accept the transfer of funds from DYRS and administer such funds in accordance with the terms of the License Agreement and this MOU.

IV. DURATION AND EFFECTIVE DATE OF MOU

This MOU shall be effective on the date on which the MOU is fully executed by both the DGS Director or his/her designee, and the Buyer Director or his/her designee. The MOU shall remain in force until September 30, 2022, or upon completion of the provision of goods and services required under this MOU, whichever is sooner.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); D.C. Official Code § 10-551.01; D.C. Official Code § 2-1515.04(5).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost of services under this MOU is equal to Fifty-Eight Thousand Nine Hundred Thirty-Eight Dollars and 00/100 (\$58,938.00).

Description	Amount
License Agreement- FY2022: 12 months	\$58,938.00
Total	\$58,938.00

B. PAYMENT AND ASSIGNMENTS

Payment of all goods and services shall be made through an Intra-District transfer by Seller to Buyer on or before two (2) business days following the Effective Date.

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. NOTICE

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

For DYRS:

Jo Ann Guillen
Administrative Officer
DC Department of Youth Rehabilitation Services
450 H Street NW,
Washington, DC 20001
(O) (202) 299-3756
(E) joann.guillen@dc.gov

For DGS:

Tiwana Hicks
Associate Director – Portfolio Management Division
Department of General Services
2000 14th Street NW, 8th Floor
Washington, DC 20009
(O) 202-698-7762
(E) Tiwana.hicks@dc.gov

VIII. RESOLUTION OF DISPUTES

The Director of DGS and The Executive Director of DYRS or their respective designees shall resolve all adjustments and disputes arising from services provided under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of the Chief Financial Officer.

IX. MODIFICATIONS

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

X. 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:

[Signature page follows]

DEPARTMENT OF GENERAL SERVICES

Keith A. Anderson
Key: 9bb2ee23533e90dea7eee7ec56f78828

11/22/2021

Date: _____

Keith A. Anderson
Director

DC DEPARTMENT OF YOUTH REHABILITATION SERVICES

Hilary Cairns

Hilary Cairns
Director

Date: 11/17/21



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF YOUTH REHABILITATION SERVICES
OFFICE OF THE DIRECTOR - 450 H STREET NW, WASHINGTON, DC 20001

MEMORANDUM

TO: **Keith A. Anderson**
Director
Department of General Services

Antoinette Hudson-Beckham
Agency Fiscal Officer, Department of General Services
Office of the Chief Financial Officer

FROM: **Lindsey Appiah** *Lindsey Appiah*
Interim Director
Department of Youth Rehabilitation Services

Antonio Baxter
Agency Fiscal Officer, Department of Youth Rehabilitation Services
Office of the Chief Financial Officer

DATE: **May 28, 2021**

SUBJECT: Letter of Intent to Provide FY22 Funding for DGS License Agreement with WeWork at 200 Massachusetts Ave NW, 7th Floor, on behalf of the Office of Independent Juvenile Justice Facilities Oversight ("OIJJFO")

DC Department of Youth Rehabilitation Services will provide funding for the DGS License Agreement with WeWork at 200 Massachusetts Ave NW, 7th Floor, on behalf of the Office of Independent Juvenile Justice Facilities Oversight ("OIJJFO").

The pertaining information for the request is as follows:

Seller:	Department of General Services
Buyer:	DC Department of Youth Rehabilitation Services
Amount:	\$58,938.00
Service Provided:	To provide funding for three offices procured on behalf of OIJJFO via DGS License Agreement with WeWork

Agency Code	Index	PCA	Comp Object	Fund Type
JZO	APOIJ	6010	409	Local

If you have any questions please contact Jo Ann Guillen at 202-531-3017.

From: [Onigbanjo, Abideen \(DGS\)](#)
To: [Jenkins, Rashad \(DGS\)](#)
Subject: FW: Letter of Intent: FY21 & FY22 Funding for OIJJO
Date: Tuesday, June 1, 2021 11:30:58 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image001.png](#)

Hi Rashad,

Please see below.

Abideen O. Onigbanjo

Asset Specialist | Portfolio Management Division
Department of General Services (DGS)
2000 14th Street NW | 8th Floor | Washington, DC 20009
W: 202-698-1604 | C: 202-845-5219
www.dgs.dc.gov
abideen.onigbanjo@dc.gov



From: Wong, Henry (DGS) <henry.wong@dc.gov>
Sent: Tuesday, June 1, 2021 11:30 AM
To: Onigbanjo, Abideen (DGS) <abideen.onigbanjo@dc.gov>
Cc: Hudson-Beckham, Antoinette (DGS) <antoinette.hudson-beckham@dc.gov>
Subject: FW: Letter of Intent: FY21 & FY22 Funding for OIJJO

Abideen,

Antonio, the AFO for DYRS, prefers to provide attributes and sign the IDSR form after the MOU has been executed. This is a practice that some agencies continue to adhere to. He will check with his ACFO. To expedite matters for this rental project, I suggest that we proceed to route for the Director's signature in advance of the executed IDSR form.

Best,

Henry Wong
Budget Director
Dept. of General Services
2000 14th Street, NW, 5th Floor
Washington, DC 20009
Henry.wong@dc.gov
Desk: 202-698-7481

Cell: 202-309-4615

From: Baxter, Antonio (DYRS) <antonio.baxter3@dc.gov>
Sent: Friday, May 28, 2021 4:33 PM
To: Jenkins, Rashad (DGS) <rashad.jenkins@dc.gov>; Appiah, Lindsey (DYRS) <lindsey.appiah@dc.gov>; Guillen, Jo Ann (DYRS) <joann.guillen@dc.gov>
Cc: Boberg, William (DYRS) <william.boberg@dc.gov>; Hudson-Beckham, Antoinette (DGS) <antoinette.hudson-beckham@dc.gov>; Wong, Henry (DGS) <henry.wong@dc.gov>
Subject: RE: Letter of Intent: FY21 & FY22 Funding for OIJJO

Ok. But I have done other MOUS with DGS and I always signed after a fully executed MOU. I am happy to discuss this Henry or Antoinette.

Thanks

Antonio J Baxter, MPA, M.DIV
Agency Fiscal Officer, Department of Youth Rehabilitation Services
Office of the Chief Financial Officer
450 H Street NW
Washington DC, 20001
(O) 202 299 5665
(M) 240 304 5968

From: Jenkins, Rashad (DGS)
Sent: Friday, May 28, 2021 4:30 PM
To: Baxter, Antonio (DYRS); Appiah, Lindsey (DYRS); Guillen, Jo Ann (DYRS)
Cc: Boberg, William (DYRS); Hudson-Beckham, Antoinette (DGS); Wong, Henry (DGS)
Subject: RE: Letter of Intent: FY21 & FY22 Funding for OIJJO

Good afternoon Antonio,

This has been a consistent practice for us. I will allow Henry and Antoinette to provide their feedback.

Rashad Jenkins | Supervisory Realty Specialist | Portfolio Management Division
Department of General Services (DGS)
Government of the District of Columbia
2000 14th Street, NW | 8th Floor | Washington, DC 20009
W: (202) 671-2802 | C: (202) 823-6510 | F: (202) 727-9877
www.dgs.dc.gov
rashad.jenkins@dc.gov



DATE: November 23, 2021DUE DATE: November 30, 2021

DEADLINE DATE: _____

☐ Expedite Process

DIVISION TITLE: <u>Capital Construction</u> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: <u>CCD Capital</u> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)	SUBJECT: FY22 Capital Construction Division (CCD) – Capital Addendum to Memorandum of Understanding between The Department of behavioral Health (DBH) and The Department of General Services (DGS)			
ORIGINATOR:	NAME: Emmanuel Nnoli PHONE NUMBER: 202-345-0593			
TITLE	NAME		Director Received Date:	
			INITIAL	DATE
Training Specialist	VENOLA JOHNSON			
Applicable Associate Director	CHRISTOPHER PRINCE, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS SHAWN WINSLOW TIFFANY MOORE JOHN A. STOKES MATT FLOCA		TBM	11/23/2021
Resource Allocation	WANDA JONES		WJ	11/23/2021
Deputy Chief Operating Officer	DANIELLE MEADORS		DM	11/23/2021
Chief Administrative Officer	MICHELLE DEE		MD	11/23/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM			

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			KW	11/23/2021
General Counsel	XAVIER BELTRAN			XB	11/23/2021
Director	KEITH A. ANDERSON			KAA	11/23/2021

Summary:

This is an addendum to the FY2021 Memorandum of Understanding (MOU) is entered into between the Department of Behavioral Health ("DBH"); the buyer agency; and the Department of General Services ("DGS"); the seller agency; to transfer \$163,802.00 for the services of a General Contractor to remove existing wood flooring materials and install new wood luxury vinyl tiles (LVT) flooring materials in the patient residential pods at the St. Elizabeth's Hospital.

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: ☐Landlord ☐Tenant ☐Licensee ☐Licensor ☐Declarant
☐Permitter ☐Permittee ☐Grantee ☐Grantor ☐Other

Type of Document: ☐In-Lease ☐Amendment to In-Lease ☐In-License ☐Out-License
☐Out-Lease ☐Amendment to Out-Lease ☐MOU ☐LOI
☐ANC Letter ☐Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF GENERAL SERVICES



MEMORANDUM TO THE DIRECTOR

TO: Keith A. Anderson
Director

THROUGH: Tiffany Moore
Deputy Director
Capital Construction Services

eSigned via SeamlessDocs.com
Tiffany B Moore
Key: 588827e59706c97186d9e750abf2af5e

FROM: Mohamed Jalloh
Executive Project Manager
Capital Construction Services

RE: **Addendum to the MOU between DGS and DBH for the Removal of existing wood flooring materials and Installation of new wood luxury vinyl tiles (LVT) flooring materials in the patient residential pods at the St. Elizabeth's Hospital**

DATE: November 22, 2021

PURPOSE OF MEMORANDUM

This Memorandum of Understanding (MOU) between Department of General Services (DGS) and Department of Behavioral Health (DBH), referred to herein as the “Parties”, allows DGS to engage the services of a General Contractor to remove existing wood flooring materials and install new wood luxury vinyl tiles (LVT) flooring materials in the patient residential pods at the St. Elizabeth’s Hospital.

EXECUTIVE SUMMARY

The purpose of this Addendum to the MOU between the Department of Behavioral Health (DBH or “Buyer”), and the Department of General Services (DGS or “Seller”), executed on February 10, 2021, for the removal of existing wood flooring materials, and the installation of new wood luxury vinyl tiles (LVT) flooring materials in the patient residential pods of the St. Elizabeth’s Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540, is to increase the funding amount of the MOU. The total cost for services under the existing FY 2021 MOU is

Nine Hundred Twenty-One Thousand, One Hundred and Ninety-Eight Dollars (\$921,198.00). Per the terms of the MOU, DBH has transferred the Nine Hundred Twenty-One Thousand, One Hundred and Ninety-Eight Dollars (\$921,198.00) to DGS. Additional money in the amount of One Hundred and Sixty-Three Thousand Eight Hundred and Two Dollars (\$163,802.00) is needed for the following reasons:

- (a) The lowest Price Proposal for the project, received on or about June 10, 2021, was for Nine Hundred and Sixty-Nine Thousand Sixty Dollars and Twenty-Two Cents (\$969,060.22). This lowest price exceeds the MOU amount by \$47,862.22. The existing MOU amount is Nine Hundred Twenty-One Thousand, One Hundred and Ninety-Eight Dollars (\$921,198.00).
- (b) The additional One Hundred and Sixty-Three Thousand Eight Hundred and Two Dollars (\$163,802.00) being requested is the balance of the current budget allotment of \$1,085,000.00 for the project by the DBH and the existing MOU amount of \$921,198.00. This additional fund would be used to address the identified budget shortfall, and the anticipated program unforeseen conditions/contingencies.

The total project costs shall be funded solely by DBH.

RECOMMENDATIONS

Please review and sign the Addendum to the MOU document. This will allow the additional funds to be transferred to DGS, and DGS can engage the services of a General Contractor to remove existing wood flooring materials and install new wood luxury vinyl tiles (LVT) flooring materials in the patient residential pods at the St. Elizabeth's Hospital.

NEXT STEP

Once the Addendum to the MOU is approved, DBH will transfer the additional funds associated with the MOU to DGS for the Construction Services.

ATTACHMENTS

*MOU between DGS and DBH for the removal of existing wood flooring materials and installation of new wood luxury vinyl tiles (LVT) flooring materials in the patient residential pods at the St. Elizabeth's Hospital

DBH_Routing_Slip_Form__3_Signers_1Ngu41ouQknyGv.pdf

COMMENTS FROM THE DIRECTOR

[For briefings:]

_____ Inform the Mayor's Office about this issue.

_____ Do the following: _____

____ Get me additional information: _____

[For scheduling requests:]

____ Place this scheduling request on my calendar.

____ Ask the Deputy Director or other senior official to attend in my place.

____ Reject the scheduling request.

**ADDENDUM TO THE FY 2021 MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF BEHAVIORAL HEALTH (DBH)
AND
THE DEPARTMENT OF GENERAL SERVICES (DGS)**

I. INTRODUCTION

The purpose of this Addendum to the Memorandum of Understanding (MOU) between the Department of Behavioral Health (DBH or “Buyer”), and the Department of General Services (DGS or “Seller”), executed on February 10, 2021, for the removal of existing wood flooring materials, and the installation of new wood luxury vinyl tiles (LVT) flooring materials in the patient residential pods of the St. Elizabeth’s Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540, is to increase the funding amount of the MOU. The total cost for services under the existing FY 2021 MOU is Nine Hundred Twenty-One Thousand, One Hundred and Ninety-Eight Dollars (\$921,198.00). Per the terms of the MOU, DBH has transferred the Nine Hundred Twenty-One Thousand, One Hundred and Ninety-Eight Dollars (\$921,198.00) to DGS. Additional money in the amount of One Hundred and Sixty-Three Thousand Eight Hundred and Two Dollars (\$163,802.00) is needed for the following reasons:

- (a) The lowest Price Proposal for the project, received on or about June 10, 2021, was for Nine Hundred and Sixty-Nine Thousand Sixty Dollars and Twenty-Two Cents (\$969,060.22). This lowest price exceeds the MOU amount by \$47,862.22. The existing MOU amount is Nine Hundred Twenty-One Thousand, One Hundred and Ninety-Eight Dollars (\$921,198.00).
- (b) The additional One Hundred and Sixty-Three Thousand Eight Hundred and Two Dollars (\$163,802.00) being requested is the balance of the current budget allotment of \$1,085,000.00 for the project by the DBH and the existing MOU amount of \$921,198.00. This additional fund would be used to address the identified budget shortfall, and the anticipated program unforeseen conditions/contingencies.

II. PROGRAM GOALS AND OBJECTIVES

The purpose of the MOU is to accommodate the intra-District transfer of funding from DBH to DGS to address the Design-Build services set forth in the MOU, specifically the removal of existing wood flooring materials, and the installation of new wood luxury vinyl tiles (LVT) flooring materials in the patient residential pods of the St. Elizabeth’s Hospital located at 1100 Alabama Avenue, SE Washington, DC 20032-4540.

III. FUNDING PROVISIONS

A. COST OF SERVICES

- 1. Total cost for services under the existing MOU is Nine Hundred Twenty-One Thousand, One Hundred and Ninety-Eight Dollars (\$921,198.00). DBH has

transferred the Nine Hundred Twenty-One Thousand, One Hundred and Ninety-Eight Dollars (\$921,198.00) to DGS. Additional money in the amount of One Hundred and Sixty-Three Thousand Eight Hundred and Two Dollars (\$163,802.00) is needed to fully execute the program. By this Addendum, DBH shall transfer additional money in the amount of One Hundred and Sixty-Three Thousand Eight Hundred and Two Dollars (\$163,802.00) to DGS, to bring the total funding for the MOU to the full current budget allotment amount of One Million and Eighty-Five Thousand Dollars (\$1,085,000.00) for the project.

IV. DURATION OF THE MOU

The existing MOU was fully executed on February 10, 2021 and is in force until September 30, 2022. The duration of the MOU shall remain in force, unless terminated earlier pursuant to Section XII herein, until September 30, 2022.

Except as provided in this Addendum, all other terms and conditions of the MOU remain unchanged and in full force and effect.

This Addendum to the MOU will be effective immediately upon execution by the last signatory.

IN WITNESS WHEREOF, the parties hereto, have executed this Amendment to the MOU as follows:

DEPARTMENT OF BEHAVIORAL HEALTH

Barbara Bazron, Ph.D.
Director

Date: _____

Mark Chastang
CEO

Date: _____

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com

Key: 0395cfeeeec2642e875f3fe7249b34da

Keith A. Anderson
Director

Date: 11/23/2021

Attachment: 1. Copy of the FY 2021 MOU between DBH and DGS executed on February 10, 2021

DATE: November 23, 2021DUE DATE: November 30, 2021

DEADLINE DATE: _____

☐ Expedite Process

DIVISION TITLE: <u>Capital Construction</u> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: <u>CCD Capital</u> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)	SUBJECT: FY22 Capital Construction Division (CCD) – Capital Memorandum of Understanding between The Districts Public Library (DCPL) and The Department of General Services (DGS)			
ORIGINATOR:	NAME: Mohamed Jalloh PHONE NUMBER: 202-594-7344			
TITLE	NAME		Director Received Date:	
			INITIAL	DATE
Training Specialist	VENOLA JOHNSON			
Applicable Associate Director	CHRISTOPHER PRINCE, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS SHAWN WINSLOW TIFFANY MOORE JOHN A. STOKES MATT FLOCA		TBM	11/23/2021
Resource Allocation	WANDA JONES		WJ	11/23/2021
Deputy Chief Operating Officer	DANIELLE MEADORS		DM	11/23/2021
Chief Administrative Officer	MICHELLE DEE		MD	11/23/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM			

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			KW	11/23/2021
General Counsel	XAVIER BELTRAN			XB	11/23/2021
Director	KEITH A. ANDERSON			KAA	11/23/2021

Summary:

This is a Memorandum of Understanding (MOU) is entered into between the District's Public Library ("DCPL"); the buyer agency; and the Department of General Services ("DGS"); the seller agency. DCPL shall transfer \$46,517.98 to DGS for the FY2022 DCPL Kiosk Razing Project locates approximately on Nannie Helen Burroughs Ave., NE; in Deanwood. The MOU shall be effective from the date on which the MOU is fully executed by both parties; and remain in force until September 30, 2022.

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: ☐Landlord ☐Tenant ☐Licensee ☐Licensor ☐Declarant
☐Permitter ☐Permittee ☐Grantee ☐Grantor ☐Other

Type of Document: ☐In-Lease ☐Amendment to In-Lease ☐In-License ☐Out-License
☐Out-Lease ☐Amendment to Out-Lease ☐MOU ☐LOI
☐ANC Letter ☐Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OFFICE OF THE SUPERINTENDENT OF EDUCATION
AND
THE DEPARTMENT OF GENERAL SERVICES
FY 2022**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Public Library (“DCPL”) (the “Buyer”) and the Department of General Services (“DGS”) (“the Seller”), collectively referred to herein as the “Parties”. The Parties executed an agreement on June 25, 2021 for the razing of a kiosk in the Deanwood area. This MOU shall superseded that prior agreement.

II. PROGRAM GOALS AND OBJECTIVES

DCPL seeks to commission DGS’s Capital Construction Division (CCD) to decommission and raze an existing abandoned DCPL Kiosk located approximately on Nannie Helen Burroughs Ave NE in the area of Deanwood.

This District of Columbia, by and through DGS has developed and issued an Independent Government Cost Estimate (IGCE) to accurately reflect not only the estimated costs but also the information considered in developing the IGCE. The IGCE includes thorough market research to fully understand the capabilities of the current marketplace in meeting the minimum requirements necessary to thoroughly assess and make an determination of fair and reasonable pricing.

The Parties seek to enter into this MOU to provide for the razing of an abandoned DCPL Library Kiosk pursuant to which DCPL will provide funds for payments outlined within the IGCE.

III. SCOPE OF SERVICES

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

A. Responsibilities of Buyer (DCPL)

1. Transfer to Seller Forty-Six Thousand Five Hundred Seventeen Dollars and 98/100 (\$46,517.98) to DGS for the FY2022 DCPL Kiosk Razing Project as detailed in the IGCE (Attachment A).

B. Responsibilities of Seller (DGS)

1. Agree to accept the transfer of funds from DCPL and administer such funds in accordance with the costs identified in the IGCE and this MOU.

IV. DURATION AND EFFECTIVE DATE OF MOU

This MOU shall be effective on the date on which the MOU is fully executed by both the DGS Director or his/her designee, and the Buyer Director or his/her designee. The MOU shall remain in force until September 30, 2022, or upon completion of the provision of goods and services required under this MOU, whichever is sooner.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); D.C. Official Code § 10-551.01

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost of services under this MOU is equal to Forty-Six Thousand Five Hundred Seventeen Dollars and 98/100 (\$46,517.98).

Description	Amount
DCPL Deanwood Library Kiosk Razing Project	\$46,517.98
Total	\$46,517.98

B. PAYMENT AND ASSIGNMENTS

Payment of all goods and services shall be made through an Intra-District transfer by Seller to Buyer on or before two business days following the Effective Date.

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. NOTICE

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

For DCPL:

Jaspreet Pahwa
Interim Director of Capital Planning and Construction
District of Columbia Public Library
901 G Street NW,
Washington, DC 20001
(O) 202-503-5391
(E) jaspreet.pahwa@dc.gov

For DGS:

Tiwana Hicks
Associate Director – Portfolio Management Division
Department of General Services
2000 14th Street NW, 8th Floor
Washington, DC 20009
(O) 202-698-7762
(E) Tiwana.hicks@dc.gov

VIII. RESOLUTION OF DISPUTES

The Director of DGS and The Executive Director of DCPL or their respective designees shall resolve all adjustments and disputes arising from services provided under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of the Chief Financial Officer.

IX. MODIFICATIONS

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

X. 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:

[Signature page follows]

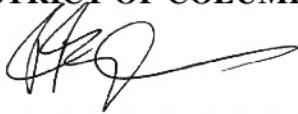
DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: 6593313cd97f57f8be7338af233ae60

Keith A. Anderson
Director

Date: 11/23/2021

DISTRICT OF COLUMBIA PUBLIC LIBRARY



Richard Reyes-Gavilan
Executive Director

Date: November 16, 2021

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I**GENERAL**

MOU NUMBER: _____

EFF DATE OF MOU: _____

SELLER INFORMATIONAGENCY: Department of General ServicesAGENCY CODE: AM0NAME OF CONTACT: Antoinette Hudson-Beckman, AFOADDRESS : 2000 14th Street NW, 5th FloorWashington, DC 20009TELEPHONE # : (202) 698-7476

FAX # : _____

AUTHORIZING OFFICER Antoinette Hudson-Beckman DATE: 11.24.21 / ____ / ____**BUYER INFORMATION**AGENCY: DC PUBLIC LIBRARY (DCPL)AGENCY CODE: CE0NAME OF CONTACT: Cherylle Pacana, AFOADDRESS : 901 G Street, Rm 403-IWashington, DC 20001TELEPHONE # : (703) 850-7366 (during telework)

FAX # : _____

AUTHORIZING OFFICER Cherylle Pacana DATE: 11/02/2021
____ / ____ / ____DCPL Deanwood Library Kiosk Razing Project
\$46,517.98**PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION**

PART II

MOU NUMBER: _____ **2** **OF** _____ **2**

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: _____ **DCPL Deanwood Library Kiosk Razing Project**

_____ **\$46,517.98**

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	AM0	22								
Buyer	CE0	22		0100	2L440	L4400	0408	0408		

GOOD/ SERVICE: _____

DATE: ____ / ____ / ____

TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER										

GOOD/ SERVICE: _____

DATE: ____ / ____ / ____

TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER										

GOOD/ SERVICE: _____

DATE: ____ / ____ / ____

TOTAL: _____

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER										

DETAILS

Subject
DCPL - Kiosk Raze/Demolition

IGE Date
8/26/21

IGE Created By
Robert Cooper

Scope of Work

Complete demolition and removal of the existing library kiosk structure. The work includes repair to the existing to remain surfaces, below the structure and landscaping of the general area adjacent to the structure.

Project Area (SF)
400

IGE Total
\$46,517.98

IGE Breakdown

#	Division	Scope Item	Quantity	UOM	Unit Cost	Item Total	Notes
1	Construction Fee (GMP)					\$5,517.98	General Conditions: - Site Management - Project Management - Material Handling - Trash Removal
2	Design Title I Services	Permit Drawings		Allowance		\$4,500.00	
3	Project Contingency			Allowance		\$5,000.00	- Permits - Grading/Sd
4	Division 1 - General Requirements	General Requirements		Allowance		\$4,500.00	- Payment Procedures - Contract Modification Procedures -Construction Progress Documentation - Quality Requirements - Temporary Facilities And Controls
5	Division 2 - Existing Conditions	Selective Structure Demolition		Allowance		\$10,000.00	

#	Division	Scope Item	Quantity	UOM	Unit Cost	Item Total	Notes
6	Division 3 - Concrete	Miscellaneous cast-in-place concrete		Allowance		\$7,000.00	
7	Division 33 - Utilities	utilities to be capped and abandoned		Allowance		\$10,000.00	<ul style="list-style-type: none"> • DC Water - Sewer/water line cut (You must pay any outstanding water bills before a raze permit can be issued.) • DCRA Construction Inspection • DCRA Plumbing Inspection (A supplemental plumbing permit, obtained by a Master Plumber registered and licensed in the District of Columbia, is required for any water/sewer line cap.) • DCRA Zoning Administrator • DDOE Environmental Quality (Asbestos) • DDOE Soil Erosion Control • DDOT Public Space • DHCD - Housing Regulation Administration • DOH Vector Control • Historic Preservation • PEPCO - Utility cut off • Verizon telephone company - Utility cut off • Washington Gas - Utility cut off
						Total \$46,517.98	

Assumptions

#	Description
1	Existing utilities inclued electric & water only

Qualifications

#	Description
---	-------------

Exclusions


#	Description
1	Any work outside immediate area of kiosk
2	Remediation of hazardous materials

Notes

Interior and exterior demolition of less than 5,000 square feet, pictures are required to complete the plan review. (If your property is not within a historic district, you can apply, pay and receive a postcard permit online).

WORKFLOWS

ATTACHMENTS

Name		Last Updated
 RS Means.pdf 409 KB	Robert Cooper (Government of The District of Columbia) 8/26/21 at 5:18 PM	

ACTION ITEMS

ACTIVITY



Mohamed Jalloh
9/8/21 6:28 AM

@Robert Cooper please delete or replace the attached file titled "IGCE - Deanwood Library Kiosk.pdf" with an updated version. Current attachment does not reflect the revised IGE amount.

REFERENCE LINKS



DATE: 11/24/21

DUE DATE: _____

DEADLINE DATE: _____

☐ Expedite Process

DIVISION TITLE: <u>OFFICE OF THE DIRECTOR</u> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		SUBJECT: MOU DGS HSEMA - FY22 AMP FEMA Public Assistance grant program			
ORIGINATOR:		NAME: Silverio Ramirez PHONE NUMBER: 202.390.1751			
TITLE	NAME			Director Received Date:	
				INITIAL	DATE
Training Specialist	VENOLA JOHNSON				
Applicable Associate Director	RALPH MCLEAN, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA				
Resource Allocation	WANDA JONES			WJ	11/24/2021
Deputy Chief Operating Officer	DANIELLE MEADORS			DM	11/24/2021
Chief Administrative Officer	MICHELLE DEE			MD	11/24/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM				

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			BA	11/26/2021
General Counsel	XAVIER BEL TRAN			XB	11/26/2021
Director	KEITH A. ANDERSON			KAA	11/29/2021

Summary:

MOU between HSEMA and DGS that will authorize the OCFO to transfer PA grant funds between the agencies, based on the amounts approved and obligated by FEMA.

HSEMA and the OCFO will only transfer funding based on the actual obligated project amounts. The end of the MOU is 9/30/2022. Both the amount and the date can be updated as needed depending on the nature of the costs and timelines that DGS encounters during this incident.

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HOMELAND SECURITY AND EMERGENCY MANAGEMENT AGENCY
AND
DEPARTMENT OF GENERAL SERVICES**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia HOMELAND SECURITY AND EMERGENCY MANAGEMENT AGENCY, the buyer agency (“Buyer”) and the District of Columbia DEPARTMENT OF GENERAL SERVICES, the seller agency (“Seller”), collectively referred to herein as the “Parties.”

The Buyer has requested the services of the Seller to administer the Public Assistance Grant Program from the Federal Emergency Management Agency (FEMA) under grant 4502DRDC under the terms of this MOU

II. PROGRAM GOALS AND OBJECTIVES

Buyer is the designated recipient of the FEMA Public Assistance grant program (CFDA # 97.036; Federal Award Identification Number 4502DRDC).

The Buyer is providing the Seller funds to reimburse for costs incurred in response to the COVID-19 pandemic that are eligible for reimbursement under the FEMA Public Assistance grant program.

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 SELLER

The Seller agrees to be bound by all of the terms and conditions of the FEMA Public Assistance grant program, to include:

1. The FEMA-District Agreement for the Declared Disaster 4502DRDC.
2. The Stafford Act, its implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR), and FEMA policy and guidance.
3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 CFR Parts 200 and 3002.
4. The DHS Standard Terms and Conditions in effect on the date of the Declaration, available at:

https://www.dhs.gov/sites/default/files/publications/fy19_dhs_standard_terms_and_conditions_v9.3_9.19.19.pdf.

The Seller agrees to submit the required project documentation to FEMA through the Grants Portal in order to request Public Assistance, and to apply the funds received through this MOU to reimburse the costs it incurred in response to COVID-19.

B. RESPONSIBILITIES OF BUYER

The Buyer will be responsible for fulfilling all administrative functions as the pass-through agency to include program and financial oversight and reimbursement of all approved charges incurred by the Seller for the successful completion of the project.

IV. DURATION OF MOU

The period of this MOU shall be from January 20, 2020 through the end of the declared disaster period, which currently has no federally declared end date. However, the duration of this MOU shall not exceed September 30, 2022 unless extended by agreement of the Parties. The Seller must obligate and expend funds within the grant period and must identify its damages to FEMA no later than 60 days after the end of the federally declared disaster period. The Seller must submit its request for reimbursement in the FEMA Grants Portal no later than 120 days after the end of the federally declared disaster period.

V. AUTHORITY FOR MOU

Pursuant to D.C. Code § 7-2205(7), the Buyer is authorized “[t]o accept from the United States or from any officer or agency thereof all facilities, supplies, and funds that may from time to time be offered to the District of Columbia, and to agree to such terms, conditions, rules, and regulations as may be imposed in connection with such offer.”

Pursuant to D.C. Code § 1-301.01(k)(1), the Buyer and the Seller are authorized to place orders with each other for “materials, supplies, equipment, work, or services of any kind...”

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services to be reimbursed under this MOU is dependent on the amount of actual costs incurred in response to COVID-19 that are submitted to FEMA and determined to be eligible. Under this MOU that total amount shall not exceed **\$50,000,000**.
 - a. Note: Intra-District budget authority can only be established based on the FEMA-approved and obligated federal share amount associated with each project submitted and approved in Grants Portal for the Seller agency.

- b. Agencies receiving budget authority for personnel services (PS) costs under this MOU must use fund code 7515 to ensure personnel costs are properly posted to state fund 0501 for reporting purposes.
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 on a cost reimbursable basis through one or more Intra-District advances by Buyer to Seller not to exceed the total amount of this MOU.
2. The Seller shall submit project reimbursement requests in the FEMA Grants Portal and to HSEMA once it has incurred (paid) the costs for eligible goods and services. The Seller shall provide documentation supporting the requested reimbursement (i.e. vouchers, receipts, invoices, paid checks, and payroll registers, etc.). The documentation shall explain the amounts billed for that period.
3. The Seller shall request an Intra-District Advance from the Buyer once FEMA has approved the project and obligated funds. The Buyer shall process the Intra-District Advance once the documentation is approved for reimbursement.
4. Intra-District Advances to the Seller for the services received/goods purchased for the successful completion of the project shall not exceed the amount of this MOU.
5. The Parties' Directors or their designees shall resolve all adjustments and 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 D.C. Office of Financial Operations and Systems (OFOS).

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. Code §§ 47-355.01-355.08 (2001), (iii) D.C. Code § 47-105 (2001), and (iv) D.C. 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 allocated to the District of Columbia, the 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 (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 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. MODIFICATIONS

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

XI. PROCUREMENT PRACTICES ACT

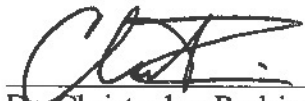
If a District of Columbia District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions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

XII. 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:

HOMELAND SECURITY AND EMERGENCY MANAGEMENT AGENCY



Dr. Christopher Rodriguez
Director

Date: _____

DEPARTMENT OF GENERAL SERVICES

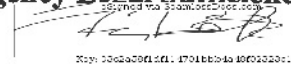
eSigned via SeamlessDocs.com

Key: 0b707d51b36a54cad95c23cd22e62d26

Keith A. Anderson
Director

11/29/2021
Date: _____

Agency Legal Sufficiency, if required by Seller


Key: 3d6da79f12f11701bb5da40f02223c1

Agency General Counsel

11/26/2021
Date: _____



DATE: 11/23/2021

DUE DATE: 11/30/2021

DEADLINE DATE: _____

☐ Expedite Process**DIVISION TITLE:**

Protective Services Division

CAPITAL CONSTRUCTION, COMMUNICATION,
FACILITIES, HUMAN RESOURCE, LEGAL
OCFO, PROTECTIVE SERVICES
PORTFOLIO SUSTAINABILITY

DIVISION FUND IDENTIFIER:

AMP, ASM, FMD, PSD, (CCD capital or
operating), C&P, ENM
(MOU's require identifier included on the
subject line)

SUBJECT: FY22 MOU DPW PSD – DGS (Operating)**ORIGINATOR:**

NAME: Leila Gheitu
PHONE NUMBER: (202)679-5011

TITLE**NAME****Director Received Date:****INITIAL****DATE****Training Specialist**

VENOLA JOHNSON

Applicable Associate Director

CHRISTOPHER B. PRINCE
DONNY GONZALEZ
GEORGE LEWIS
TIWANA HICKS, ACTING
SHAWN WINSLOW
TIFFANY MOORE, ACTING
JOHN A. STOKES
MATT FLOCA

C.B.P. 11/30/21

Resource Allocation

WANDA JONES

WJ

11/30/2021

Deputy Chief Operating Officer

DANIELLE MEADORS

DM

11/30/2021

Chief Administrative Officer

MICHELLE DEE

MD

12/01/2021

Agency Fiscal Officer

ANTOINETTE HUDSON-BECKHAM

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS		VA	12/03/2021
General Counsel	XAVIER BELTRAN		XB	12/03/2021
Director	KEITH A. ANDERSON		KAA	12/06/2021

Summary: Attached for approval and signature is an MOU between the Department of General Services (DGS), Protective Services Division (PSD) and the Department of Public Works (DPW). As the requestor, DPW, is asking DGS/PSD to ensure the installation of electronic security equipment at 4900 John McCormack Rd., NE; the details of which can be found on Attachment A. The term of this MOU is from “**date of execution to September 30, 2022**”, with a not to exceed the estimated fiscal cost of **\$18,978.00**.

For all documents:

Title of Document:

Contracting Party (if applicable):

For Portfolio Division documents only:

Realty Specialist:

Attorney Assigned (if applicable):

District as: ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____

☐ ELMO

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF PUBLIC WORKS
AND
DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia ("District") Department of Public Works (DPW) and the Department of General Services, Protective Services Division ("DGS/PSD"), collectively referred to herein as the "Parties" and individually as "Party."

DPW provides municipal services in two distinct program areas: environmental services/solid waste management and parking enforcement. Both contribute to making District streets and public spaces clean, safe, attractive, and accessible.

II. PROGRAM GOALS AND OBJECTIVES

DPW has requested electronic security equipment and services from the DGS/PSD. DGS/PSD shall ensure installation of the electronic security equipment at 4900 John McCormack Rd, NE, Washington, DC 20011. See Attachment A for specific details.

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 DGS/PSD

DGS/PSD will ensure appropriate placement and installation of electronic security, to include:

1. Cameras;
2. DVR/NVRs (digital video recorder/network video recorder);
3. DGS/PSD will work with the client and if necessary, an installer to have the security equipment placement provide the most security coverage and effectiveness.
4. DGS/PSD will communicate with the vendor/installer after installation of all required security equipment to ensure that the equipment is working properly.
5. Most security equipment comes with a one-year warranty, and during that period, the vendor/installer will repair or replace the security equipment installed at DPW. After the warranty ends, DPW may be placed on the District-wide maintenance plan.

IV. DURATION OF MOU

The period of this MOU shall be from **date of execution** 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(k); *The Department of General Services Establishment Act of 2011*, D.C. Law 19-21, October 1, 2011; and D.C. Official Code § 1-1401 et seq.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed **eighteen thousand, nine hundred seventy-eight dollars (\$18,978.00)** for Fiscal Year (FY) **2022**. Funding for the services shall not exceed the actual cost of the services, based upon the provided **Attachment A**.
2. In cases where DGS/PSD does not provide services for the number of days and/or hours specified in the MOU, payment to DGS/PSD shall be reduced by an amount equal to the daily payment multiplied by the number of MOU days or hours for which goods and services were not provided.
3. In the event of termination of this MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services shall be made via transfer by DPW to DGS/PSD based on advance requests submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU.
3. DPW shall reserve the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The Commissioner of DPW and Director of DGS, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve the 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 (2001), 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, DGS/PSD will be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/PSD 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 DPW and other officials as may be specified by the District of Columbia at its sole discretion.

IX. CONFIDENTIAL INFORMATION

Both Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DPW.

X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DPW or DGS/PSD terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations;
- F. Failure of either Party to follow the terms of this MOU.

XI. MODIFICATIONS

- A. The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.
- B. This MOU may be amended as necessary to provide for any additional costs for either DGS/PSD or DPW upon agreement of the Parties.

XII. NOTICE

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

DEPARTMENT OF PUBLIC WORKS

Daniel J. McCoy
Deputy Administrator, Safety & Security Administration
Chief Administrative Officer
2000 14th St, NW, 6th Floor
Washington, D.C., 20009
(202) 704-3091
danielj.mccoy@dc.gov

DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION

Leila Gheitu
Clerical Assistant
Program Support Specialist
Department of General Services
64 New York Avenue, NE, Fourth Floor
NW, Washington DC, 20009
(202) 698-818
PSDASR@dc.gov

XIII. JOINTLY DRAFTED

This MOU shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either Party on that basis.

XIV. AUTHORITY TO EXECUTE

Each of the undersigned individuals represents and warrants the express and due authorization to execute this MOU and to legally bind each Party as set forth in this MOU.

XV. 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 PUBLIC WORKS



Christine V. Davis
Acting Director

Date: 11/3/2021

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com

Key: c9afe85c020661bbdae307526307618f

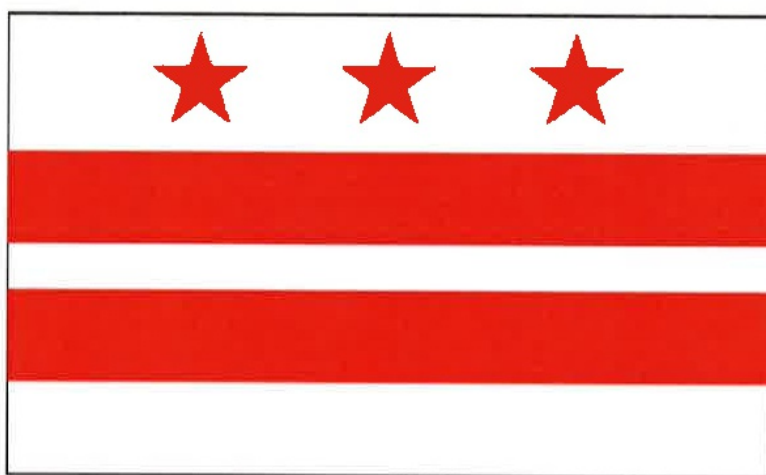
Keith A. Anderson
Director

Date: 12/06/2021



Quick Quote

10072021A



Prepared for
DPW

October 7, 2021



October 7, 2021

Quick Quote 10072021A

Veritas Consulting Group, a District based CBE, is pleased to provide the enclosed Rough Order of Magnitude Pricing (ROM). We have developed our proposal to meet your stated requirements based on our experience with similar engagements.

As a qualified CBE, Veritas is uniquely qualified to assist you with this project. We have the expertise, relationships, and contract experience necessary to be successful on this project. In addition, Veritas' registration with the District includes the following NIGP Codes:

990-00-00, Security, Fire, Safety and Emergency Services

918-00-00, Consulting Services

918-93-00, Safety and Security Consulting

990-50-00, Installation of Security Equipment

If you have any questions regarding this proposal, please feel free to contact me.

Regards,

David P Taylor, CEO

Quick Quote Contents

About Veritas	1
Scope.....	2
Deliverables:	2
Exclusions and Clarifications.....	2
Mutual Responsibilities.....	2
Quick Quote 10072021A.....	3
Contractor shall provide the professional services and equipment to deliver the following items:	3
Total Cost: \$18,978.00	3
Payment Terms	3
Acceptance.....	3

About Veritas

Veritas Consulting Group. (VCG) is a consulting, security and IT communications technology company specializing in the design, deployment, and sustainment of complex integrated systems for new construction and government projects. Our expertise, certifications, delivery programs, and passion for quality and customer service differentiates VCG from its competition.

Veritas recently became a Certified Business Enterprise (CBE) in the District of Columbia and is now focused on helping agencies, owners and contractors meet District mandated CBE contract participation goals through a variety of offerings designed to meet the needs of government, technology, and construction organizations working in the District.

Veritas Consulting Group, LLC - Certification Information

Ward: 2

Expire: 2/3/2023

CBE Number: LSZ11165022023

Preference Points: 7 (2 for LBE; 3 for SBE; 2 for DZE)

Scope

Veritas Consulting Group, LLC (Contractor) to provide materials (Work) related to the installation of a new Milestone DVR/NVR to replace the customers existing Genetec System and to connect 13 existing cameras.

(Client) to include the following:

- See Attached Quote

Deliverables:

- O&M Manuals

Exclusions and Clarifications

- LAN/WAN connectivity and network infrastructure including switches, routers, servers, workstations, monitors, printers data backup, storage, environmental conditioning and racks unless specifically identified in quote.
- Federal Wage Determination rates.
- Taxes excluded unless specifically identified in quote.

Mutual Responsibilities

To ensure success, and based on experience with similar engagements, both Client and Veritas shall:

- Conduct regular meetings at mutually agreed upon times and locations to review the status of this engagement, identify and document any issues, plan issue resolution, and review resolved issues.

Quick Quote 10072021A

Contractor shall provide the professional services and equipment to deliver the following items:

QTY	DESCRIPTION	PART NO.	MANUFACTURER	UNIT PRICE	EXTENDED
1	DVR/NVR	Husky X Series	Milestone	\$10,999.00	\$10,999.00
1	Equipment Rack	WN-V8811	Winsted	\$1,050.00	\$780.00
1	Rack Door	WN-V88301	Winsted	\$450.00	\$280.00
1	KVM Switch	B021-000-19-HD	Tripp Lite	\$1,499.00	\$1,499.00
1	Rack Mount UPS	Smart1500LCD	Tripp Lite	\$550.00	\$550.00
1	Hardware		Misc	\$150.00	\$150.00
40	Installation Services			\$118.00	\$4,720.00
			Total		\$18,978.00

Total Cost: \$18,978.00

Payment Terms

Veritas accepts PO's, Visa, MasterCard and American Express.

Acceptance

The undersigned is authorized to approve this work and accepts the terms and pricing.
Veritas is hereby directed to proceed with the work and payment will be made in
accordance with the terms of this agreement.

Client Acceptance

Date

Veritas Consulting Group, LLC

Date

Office of the Director



DATE: 11/30/2021

DUE DATE: 12/7/2021

DEADLINE DATE: _____

☐ Expedite Process

DIVISION TITLE: Protective Services Division CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		SUBJECT: FY22 MOU DPR PSD – DGS (Operating)	
ORIGINATOR:		NAME: Leila Gheitu PHONE NUMBER: (202)679-5011	
TITLE	NAME	Director Received Date:	
		INITIAL	DATE
Training Specialist	VENOLA JOHNSON		
Applicable Associate Director	CHRISTOPHER B. PRINCE DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA	C.B.P.	11/30/21
Resource Allocation	WANDA JONES	WJ	11/30/2021
Deputy Chief Operating Officer	DANIELLE MEADORS	DM	11/30/2021
Chief Administrative Officer	MICHELLE DEE	MD	11/30/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM		

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			VA	12/01/2021
General Counsel	XAVIER BELTRAN			XB	12/01/2021
Director	KEITH A. ANDERSON			KAA	12/02/2021

Summary: Attached for approval and signature is an MOU between the Department of General Services (DGS), Protective Services Division (PSD) and the Department of Parks and Recreation (DPR). As the requestor, DPR, is asking DGS/PSD to provide contract security, two (2) ASPOs at King Greenleaf Recreation Center, 201 N Street, SW; the details of which can be found on Attachment A. The term of this MOU is from “**date of execution to September 30, 2022**”, with a not to exceed the estimated fiscal cost of **\$98,409.44**.

For all documents:

Title of Document:

Contracting Party (if applicable):

For Portfolio Division documents only:

Realty Specialist:

Attorney Assigned (if applicable):

District as: ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF PARKS AND RECREATION
AND
THE DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Parks and Recreation (DPR) and the Department of General Services (DGS), Protective Services Division (PSD), collectively referred to herein as the "Parties" and individually as "Party".

DPR has requested contract security guard services from the DGS/PSD. DGS/PSD shall post two (2) armed special police officers (SPOs) at the King Greenleaf Recreation center 201 N Street, SW in Washington DC. See Attachment A for specific details.

II. PROGRAM GOALS AND OBJECTIVES

DPR's mission is to promote health and wellness; conserve the natural environment; and provide universal access to parks and recreation services.

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 DGS/PSD

DGS/PSD will post the specified number of two SPOs at the above-mentioned location during the days and times specified in **Attachment A**. The officers' responsibilities shall include:

1. Roving patrols indoor and outdoor of the recreation center.
2. Officer schedules will be based on a 40-hour workweek during the recreation center hours of operation determined by DPR.
3. Respond to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum in the area.
4. Appropriately respond to suspicious, emergency, and criminal activities.
5. Advise supervisor and the PSD Watch Command, at 202-727-8031, of suspicious activity, offenses, and incidents.
6. A verbal report on all unusual incidents will be given to PSD Watch Command, followed by a written report prior to the end of the tour of duty and faxed to 202-727-9520 in addition to the normal reporting route.
7. Officer(s) will not overly socialize with facility staff or visitors and ensure constant security presence throughout the day.

B. RESPONSIBILITIES OF DPR UNDER THE MOU.

1. DPR managers will work collaboratively and cooperatively with the officer and will perform due diligence in monitoring the officer, informing PSD of any absences or irregularities with the security staff.
2. DPR will work collaboratively with PSD on the development of a Post Order that fully

encompasses the work of the security officer(s).

IV. DURATION OF MOU

The period of this MOU shall be from **date of execution** 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(k); *The Department of General Services Establishment Act of 2011*, D.C. Law 19-21, October 1, 2011; and D.C. Official Code § 1-1401 et seq.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for the services under this MOU shall not exceed **ninety-eight thousand, four hundred nine dollars and forty-four cents (\$98,409.44) for Fiscal Year (FY) 2022**. Funding for the services shall not exceed the actual cost of the services, based upon the provided **Attachment A**.
2. In cases where DGS/PSD does not provide services for the number of days and/or hours specified in the MOU, payment to DGS/PSD shall be reduced by an amount equal to the daily payment multiplied by the number of MOU days or hours for which goods and services were not provided.
3. In the event of termination of the MOU, payment to DGS/PSD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services shall be made via transfer by DPR to DGS/PSD based on advance requests submitted by DGS/PSD.
2. Payment to DGS/PSD for the services to be performed shall not exceed the amount of this MOU.
3. DPR shall reserve the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The Directors of DPR and DGS, or their designees, shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve the issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

VII. COMPLIANCE AND MONITORING

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

VIII. RECORDS AND REPORTS

DGS/PSD 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 DPR and other officials as may be specified by the District of Columbia at its sole discretion.

IX. CONFIDENTIAL INFORMATION

Both Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DPR.

X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DPR or DGS/PSD terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations;
- F. Failure of either Party to follow the terms of this MOU.

XI NOTICE

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

DEPARTMENT OF PARKS AND RECREATION

Gina S. Toppin
Deputy Director of Recreation Services
DC Department of Parks and Recreation
1275 First St., NE Washington, DC 20002
(202)-253-3772
gina.toppin@dc.gov

DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION

Leila Gheitu
Program Support Specialist
Additional Security Request (ASR) Coordinator
Department of General Services
64 New York Avenue, NE, Fourth Floor
Washington DC, 20009
(202) 698-8181
PSDASR@dc.gov

XII. MODIFICATIONS

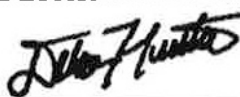
The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. MISCELLANEOUS

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

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

DEPARTMENT OF PARKS AND RECREATION



Delano Hunter
Director

Date: 11/30/2021

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com

Key: 7c7890a0e75b8fe2faaa8008a3f35d

Keith A. Anderson
Director

12/02/2021

Date: _____

Attachment A - Cost Analysis

FY22 DPR November 30, 2021 to April 10, 2022												
Site	Sector	Agency	Operational Days	Start Time	End Time	Hours per Day	ASPO	Hourly Rate	Daily Total	Days	Subtotal Cost	
201 N Street, SW	1&3	DPR	Mon - Fri	12:00 PM	8:00 PM	8	2	\$54.43	\$870.88	94	\$	81,862.72
201 N Street, SW	1&3	DPR	Sat	9:00 AM	5:00 PM	8	2	\$54.43	\$870.88	19	\$	16,546.72

TOTAL: \$ 98,409.44

**DATE:** 12/2/2021**DUE DATE:** _____**DEADLINE DATE:** _____***Expedite Process***

DIVISION TITLE: FACILITIES (FMD) CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		SUBJECT: MOU DGS FMD FY22 DHS Portable Handwashing Stations			
ORIGINATOR:		NAME: Silverio Ramirez PHONE NUMBER: 202.390.1751			
TITLE	NAME			Director Received Date:	
				INITIAL	DATE
Training Specialist	VENOLA JOHNSON				
Applicable Associate Director	PRINCE, CHRISTOPHER DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA				
Resource Allocation	WANDA JONES			WJ	12/02/2021
Deputy Chief Operating Officer	DANIELLE MEADORS			DM	12/02/2021
Chief Administrative Officer	MICHELLE DEE			MD	12/02/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM				

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			BA	12/02/2021
General Counsel	XAVIER BEL TRAN			XB	12/02/2021
Director	KEITH A. ANDERSON			KAA	12/03/2021

Summary:

To mitigate the spread of COVID-19, DGS/FMD shall work with the contractor, , as specified in Attachment A herein attached. DGS/FMD shall request that the contractor relocate based upon the request of DHS.

Total cost for goods and services under this MOU shall not exceed four hundred fifty-six thousand two hundred sixty dollars (\$456,260.00) for Fiscal Year (FY) 2022.

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES,
FACILITIES MANAGEMENT DIVISION
AND
DEPARTMENT OF HUMAN SERVICES
FOR
FISCAL YEAR 2022**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia (District) Department of Human Services (DHS) and the Department of General Services, (DGS) Facilities Management Division (FMD), collectively referred to herein referred to individually as “Party” and collectively as the “Parties.”

DHS has requested the placement and servicing of thirty-three (33) portable sinks for a period of fourteen (14) weeks from October 1, 2021 until January 7, 2022. This is in support of the District’s efforts to mitigate the spread of COVID-19, especially during the District’s public emergency. See Attachment A for location details.

II. PROGRAM GOALS AND OBJECTIVES

DHS’ mission is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance, and supportive services.

DGS’ mission is to elevate the quality of life for the District with superior construction, first-rate maintenance, and expert real estate management. By building and maintaining safe and green state-of-the-art facilities which foster economic growth and elevate educational environments, our trusted and skillful employees create modern and vibrant communities across all of the District.

III. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF DGS

To mitigate the spread of COVID-19, DGS/FMD shall work with the contractor, Soil and Land Use Technology, Inc. (SALUT) to place and service thirty-three (33) portable sinks at thirty-three (33) locations (1 device per location), as specified in Attachment A herein attached. DGS/FMD shall request that the contractor relocate based upon the request of DHS.

DGS and its contractor's roles will include:

1. Maintaining placement of thirty-three (33) portable sinks from October 1, 2021 through January 7, 2022 at the locations specified in Attachment A herein attached.
2. Servicing each portable sinks for fourteen (14) weeks daily.
3. Servicing shall include cleaning/disinfection, maintenance, fresh and grey water exchange, and the refilling of disposables (soap and towels).
4. Appropriately responding to maintenance/service-related issues for all portable sinks within 48 hours.

B. RESPONSIBILITIES OF DHS UNDER THE MOU

1. DHS shall inform DGS of portable sink condition status concerns for corrective action.
2. DHS shall request DGS to relocate sinks based on new requirements.
3. Transfer an aggregate amount of four hundred fifty-six thousand two hundred sixty dollars (\$456,260.00) to DGS within two (2) weeks of the executed MOU agreement.

IV. DURATION OF MOU

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(k); the Department of General Services Establishment Act of 2011, D.C. Law 19-21, October 1, 2011; and any other applicable District and federal law and regulation.

VI. FUNDING PROVISIONS

A. COST SERVICES

1. Total cost for goods and services under this MOU shall not exceed four hundred fifty-six thousand two hundred sixty dollars (\$456,260.00) for Fiscal Year (FY) 2022. Funding for the services shall not exceed the actual cost of the services.
2. The estimated cost of this MOU is based on a total cost of services agreed upon during the term of this MOU.
3. In cases where DGS/FMD does not provide services for the number of days or hours specified in the MOU, payment to DGS/FMD shall be reduced to reflect the actual number of days or hours worked by the DGS contractor.
4. In the event of termination of the MOU, payment to DGS/FMD shall be held in abeyance until all required fiscal reconciliation is completed.

B. PAYMENT

1. Payment for goods and services in part or in whole shall be made via Intra District funds transfer by DHS to DGS/FMD based on advanced requests submitted by DGS/FMD.
2. Payment to DGS/FMD for the services to be performed shall not exceed the amount of this MOU, four hundred fifty-six thousand two hundred sixty dollars (\$456,260.00).
3. DHS reserves the right to deny payments to DGS/FMD for services not provided pursuant to the terms of this MOU.
4. The Directors of DHS and DGS/FMD, or their designees, shall resolve adjustments and 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 D.C Office of Financial Operations and Systems within the Office of the Chief Financial Officer.

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, (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, DGS/FMD will be subject to scheduled and unscheduled monitoring reviews by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DGS/FMD shall maintain records and receipts for the expenditure of all funds provided for a minimum of three (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 DHS and other officials as may be specified by the District of Columbia at its sole discretion.

IX. PROCUREMENT PRACTICES REFORM 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 § 2-351.01, *et seq.*) (2012 Repl. and 2016 Supp.) to procure the goods or services of the agent or third party.

X. CONFIDENTIAL INFORMATION

Both Parties to this MOU shall use, restrict, safeguard, and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either Party in the performance of this MOU shall remain the property of DHS.

XI. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU

DHS or DGS/FMD may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the program;
- D. Elimination of the program or service;
- E. Failure of either Party to follow District laws, rules, or regulations; or
- F. Failure of either Party to follow the terms of this MOU.

XII. NOTICES

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

For DGS:

Brian Killian
Facilities Management Division
Department of General Services
2000 14th Street, N.W., 8th floor
Washington, DC 20009
Cell Phone: (202) 359-5625
Email: Brian.killian@dc.gov

For DHS:

Angela Charles
Emergency Management Specialist
DC Department of Human Services
64 New York Avenue N.E., 6th Floor
Washington, DC 20002
Office Phone: (202) 671-4344
Cell Phone: (202) 288-0139
Email: Angela.charles@dc.gov

XIII. MODIFICATIONS

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

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:

FOR THE DEPARTMENT OF GENERAL SERVICES:

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: 5242fb0c2b9f4dbc231cd06a9e810c40

12/03/2021

Date: _____

Keith A. Anderson
Director

FOR THE DEPARTMENT OF HUMAN SERVICES:

Laura Green Zeilinger/dca

Laura Green Zeilinger
Director

Date: 11/30/2021

ATTACHMENT A

Location of Handwashing Stations to Mitigate Spread of COVID-19

Location Number	Location Name	Number of Devices
1	M & Wisconsin: N.W. Corner by the COS store	1
2	Albemarle and Wisconsin: N.W. corner, on Albemarle by the Metro	1
3	Dupont Circle: Sidewalk of P Street and Massachusetts Avenue outside of the circle	1
4	21st & E Encampment: S.E. corner of 21st and E	1
5	Georgia Avenue & Missouri Avenue by the Northbound bus station	1
6	Brookland Metro	1
7	14th and Park: Columbia Plaza	1
8	Eastern Market Metro	1
9	Bladensburg/Florida Avenue intersection	1
10	Safeway in S.W. near Waterfront Metro	1
11	Malcolm X and Martin Luther King Avenue: In front of the Popeyes	1
12	East Capitol and Benning Road intersection: At the Shrimp Boat	1
13	2nd and M Street N.E. near REI	1
14	Union Station: Near the Metro escalators	1
15	McPherson Square: Sidewalk on 15th Street, leading into Vermont Avenue, N.W.	1
16	Farragut Square: Sidewalk near the corner of K Street and 17th Street, N.W.	1
17	3rd and Virginia Avenue, S.E.	1
18	New Jersey Avenue and O Street, N.W. (DPR Park)	1
19	M and 34th Street, N.W. (by Key Bridge)	1
20	17th and Corcoran N.W.	1
21	Whitehurst Freeway (Near the 26 th and I Street Playground)	1
22	3rd Street Tunnel exit (between 2nd & 1st Street and C Street, N.W.	1
23	11th and Rhode Island N.W. (near Shaw Skate Park)	1
24	11th and G Street N.W. (near the Metro)	1
25	L Street and 2nd N.E.	1

26	Petworth Metro (Intersection of Georgia Avenue and New Hampshire)	1
27	Van Ness Metro (N.W. corner of Connecticut Avenue and Veazey Terrace)	1
28	Good Hope Road and Minnesota Avenue, S.E. (near the park)	1
29	Florida Avenue and North Capitol Avenue N.W.	1
30	8th and H Street N.E. (Near the 7-11)	1
31	Benning Road and Minnesota Avenue N.E.	1
32	Alabama Avenue and Good Hope Road SE (near the BP gas station)	1
33	20 th and E Street, N.W.	1

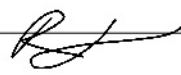


DATE: 12/2/21

DUE DATE: 12/7/21

DEADLINE DATE: _____

☐ Expedite Process

DIVISION TITLE: PORTFOLIO CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		SUBJECT: FY22 ASM-DGS/OSSE 1050 1ST ST NE OFFICE RECONFIGURATION			
ORIGINATOR:		NAME: Rashad Jenkins  PHONE NUMBER: (202) 671-2802			
TITLE	NAME			Director Received Date:	
				INITIAL	DATE
Training Specialist	VENOLA JOHNSON				
Applicable Associate Director	CHRISTOPER PRINCE, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS SHAWN WINSLOW TIFFANY MOORE JOHN A. STOKES MATT FLOCA	X		TH	12/03/2021
Resource Allocation	WANDA JONES	X		WJ	12/03/2021
Deputy Chief Operating Officer	DANIELLE MEADORS	X		DM	12/03/2021
Chief Administrative Officer	MICHELLE DEE	X		MD	12/03/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM	X			

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS				
General Counsel	XAVIER BELTRAN	X		XB	12/06/2021
Director	KEITH A. ANDERSON	X		KAA	12/06/2021

Summary:

MOU for FY22 costs associated with the reconfiguration/conversion of an existing OSSE conference room to an office to fit the needs of their newly appointed Superintendent of Education.

*OSSE will sign IDSR Form after Director signature and DGS AFO funding attributes are added.

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

Rashad Jenkins

District as: ☐ Landlord ☒ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☒ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

**MEMORANDUM OF
UNDERSTANDING BETWEEN
OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION
AND
DEPARTMENT OF GENERAL SERVICES**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Office of the State Superintendent of Education (OSSE) (Buyer) and the Department of General Services (DGS) (Seller). OSSE is reconfiguring conference room spaces into an office for newly appointed Superintendent of Education at 1050 First Street, NE, 3rd Floor.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k); D.C. Official Code § 10-551.01(b).

III. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to accommodate the intra-District fund transfer from OSSE to DGS for reconfiguring conference room spaces into an office for newly appointed Superintendent of Education at 1050 First Street, NE, 3rd Fl. in accordance with an agreed upon scope of work. OSSE recognizes that DGS is authorized, pursuant to D.C. Official Code § 10-551.01, to acquire and manage real property by lease to meet the needs as described above.

Completion of the office requires:

Demolition of existing wall; leave 2-inch bulkhead between existing ceilings. Relocate 2 sets of thermostats and sensors. Relocate 1 light switch, demo 1 light switch & rewire as needed onto remaining switch. Relocate 1 fire alarm strobe, demo 1 fire alarm strobe. Power sand white-board walls. Prep, prime and paint all walls eggshell finish. Patch carpet and base.

The specific use of the office is to accommodate the respective demands of the Superintendent; including but not limited to privileged or confidential responsibilities.

IV. SCOPE OF SERVICES

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

A. Responsibility of Buyer (OSSE)

1. Provide Ten Thousand Nineteen Dollars and Eighty-Eight Cent (\$10,019.88) in funding to cover OSSE's cost related to the completion of the reconfiguring conference room spaces into an office for newly appointed Superintendent of Education at 1050 First Street, NE, 3rd Fl.
2. Notify DGS of any desire to change any portion of the scope of work. All changes of any kind must be made in writing to DGS at least 48 hours in advance of the scheduled work, noting the specific location, hours, and reason for the change. DGS shall agree to all reasonable revisions to the scope of work.

B. Responsibility of Seller (DGS)

1. DGS shall grant Ocean West Property Management Group (Landlord) authorization to reconfigure conference room spaces into an office for newly appointed Superintendent of Education at 1050 First Street, NE, 3rd Fl.
2. DGS shall provide copies to OSSE of any invoices for approved additional repairs and maintenance.
3. DGS shall render a one-time payment to the Landlord upon completion, review, and Buyer acceptance of the work associated with this project as 'Additional Rent' to be included in the rent roll upon receipt and approval of Landlord's final invoice which includes permissible 3% Landlord fee.

IV. DURATION AND EFFECTIVE DATE OF MOU

This MOU shall be effective on the date on which the MOU is fully executed by both the DGS Director or his/her designee, and the Buyer Director or his/her designee. The MOU shall remain in force until September 30, 2022, or upon completion of the provision of goods and services required under this MOU, whichever is sooner.

V. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU shall not exceed Ten Thousand Nineteen Dollars and Eighty-Eight Cent (\$10,019.88) for Fiscal Year (FY) 2022. Funding for the services shall not exceed the actual cost of the services, based on the actual number of hours at the rates provided in **ATTACHMENT A**.
2. Any portion of the funds transferred to DGS by OSSE pursuant to this MOU that remain unused for the purposes of this MOU by September 30, 2022, shall be returned to OSSE by DGS at the end of the fiscal year, or after financial reconciliation, whichever is later.
3. In the event of termination of the MOU, DGS shall promptly return to OSSE any excess funds within thirty (30) days of the end of the fiscal year, September 30, 2022.

B. PAYMENT

1. Payment of all goods and services shall be made through an Intra-District transfer by OSSE (Buyer) to DGS (Seller) based on the amounts specified in Section V, Paragraph A.1 above, but in no event shall the amount exceed Ten Thousand Nineteen Dollars and Eighty-Eight Cent (\$10,019.88).
2. OSSE shall make the Intra-District Transfer described in Section V, Paragraph B.1 of this subsection within ten (10) days after the Effective Date of 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, (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.

VI. 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

VII. CONSISTENT WITH LAW

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

VIII. COMPLIANCE AND MONITORING

Seller shall be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

IX. RECORDS AND REPORTS

DGS 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 OSSE's request, make these documents available for inspection by duly authorized representatives of OSSE and other officials as may be specified by OSSE at its sole discretion.

X. TERMINATION OF THE MOU

OSSE or DGS may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party on the following grounds:

- A. Lack of funding;
- B. Changes in applicable law;
- C. Changes in the structure or nature of the project;
- D. Elimination of the project or service;
- E. Failure of either Party to follow District laws, rules, or regulations; or
- F. Failure of either Party to follow the terms of this MOU.

OSSE may also terminate this MOU for convenience by giving DGS fifteen (15) days prior notice.

XI. NOTICE

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

OFFICE OF THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION
Alecia Denmark
Director of Operations – Deputy Chief Operating Officer
Office of the State Superintendent of Education (OSSE)
1050 1st Street, N.E., 3rd Floor

Washington, DC 20002
Phone: (202) 724-7873
Email: Alecia.Denmark@dc.gov

DEPARTMENT OF GENERAL SERVICES
Tiwana Hicks
Associate Director | Portfolio Management Division
Department of General Services (DGS)
Government of the District of Columbia
2000 14th Street, NW | 8th Floor | Washington, DC 20009
W: (202) 698-7762 | C: (202) 359-3751 | F: (202) 727-9877
tiwana.hicks@dc.gov

XII. PROCUREMENT PRACTICES REFORM 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§ 2-351.01 *et seq.*) to procure the goods or services of the agent or third party.

XIII. CONFIDENTIAL INFORMATION

Both Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, including any information developed through an investigation or prosecution of a case, in accordance with all relevant federal and local statutes, regulations, policies, and the relevant provisions of the Internal Revenue Code. Information received by either party shall remain the property of OSSE.

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

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com

Key: 8b7b1e3d7c68003d3f85d7ee0e1f0b

Keith A. Anderson
Director

12/06/2021
Date: _____

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION



Christina Grant
Superintendent

Date: 11/12/2021



INVOICE

Sentinel Square Hana OW, LLC
c/o OW Management Services, Inc.
1050 1st Street NE
Washington DC 20002

Lease #	t-00003521
Invoice Date	10/15/2021
Invoice #	1012021
Suite No.	OSSE 3rd floor

SENT TO:

Government of the District of Columbia
Department of General Services
2000 14th St NW 8th Floor
Washington, DC 20009

BILL TO:

Government of the District of Columbia
Department of General Services
2000 14th St NW 8th Floor
Washington, DC 20009

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	Reconfiguration of 2 conference rooms into one large office per the attached proposal from J.M. Collins.	\$9,200.00	\$9,200.00
8	Engineering time for Saturday work 10/02 - 6 am - 2 pm	\$65.00	\$520.00
	Admin Fee 3%		\$299.88
TOTAL			\$10,019.88

Remittance Address:

OW Management Services, Inc.
ATTN: Accounting
2101 Rosecrans Ave., Ste. 3270
El Segundo, CA 90245

Make payable to: Sentinel Square Hana OW, LLC

If you have any questions concerning this proposal, please call 202-515-6411 or email qjones@oceanwestcp.com

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I**GENERAL**MOU NUMBER: _____ DATE OF MOU: 11.30.21**SELLER INFORMATION**AGENCY: Department of General Services AGENCY CODE: AM0NAME OF CONTACT: Antoinette Hudson-Beckham, Agency FiscalADDRESS : 2000 U Street NW 5th FloorWashington, DC 20009TELEPHONE # : 202-698-7481

FAX # : _____

AUTHORIZING OFFICER _____ DATE: ____ / ____ / ____

BUYER INFORMATIONAGENCY: Office of the State Superintendent of Education AGENCY CODE: GD0NAME OF CONTACT: Paris Saunder, Agency Fiscal OfficerADDRESS : 1050 First Street, NE 3rd FloorWashington, DC 20002TELEPHONE # : 202-545-7224

FAX # : _____

AUTHORIZING OFFICER _____ DATE: ____ / ____ / ____

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

MOU NUMBER: _____ 2 OF 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE:	OSSE is reconfiguring conference room spaces into an office for newly appointed Superintendent of Education at 1050 Furst Street NE 3rd Floor

TOTAL:	\$10,019.88
---------------	--------------------

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	AMO	22											
BUYER	GD0	22	E100	0100	LE100	LE102	0408	0408					

GOOD/ SERVICE: _____

TOTAL: _____

TOTAL: _____

[illegible]

GOOD/ SERVICE: _____

TOTAL: _____

TOTAL: _____

[illegible]

DATE: December 9, 2021DUE DATE: December 17, 2021

DEADLINE DATE: _____

☐ Expedite Process

DIVISION TITLE: <u>Capital Construction</u> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: <u>CCD Capital</u> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)	SUBJECT: FY22 Capital Construction Division (CCD) – Capital Addendum to Memorandum of Understanding between The Department of Transportation (DDOT) and The Department of General Services (DGS)			
ORIGINATOR:	NAME: Mohaned Jalloh PHONE NUMBER: 202-594-7344			
TITLE	NAME		Director Received Date:	
			INITIAL	DATE
Training Specialist	VENOLA JOHNSON			
Applicable Associate Director	CHRISTOPHER PRINCE, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS SHAWN WINSLOW TIFFANY MOORE JOHN A. STOKES MATT FLOCA		TBM	12/13/2021
Resource Allocation	WANDA JONES		WJ	12/13/2021
Deputy Chief Operating Officer	DANIELLE MEADORS		DM	12/13/2021
Chief Administrative Officer	MICHELLE DEE		MD	12/14/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM			

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			KW	12/14/2021
General Counsel	XAVIER BELTRAN			XB	12/14/2021
Director	KEITH A. ANDERSON			KAA	12/14/2021

Summary:

The purpose of this Agreement is for DGS to provide design review and construction management services related to the vertical improvements of the Facility, including the building and canopy ("Vertical Improvements"), because once the Project is completed DGS will assume the maintenance of the Vertical Improvements. DGS and DDOT agree that DGS will provide certain services related to the Project including i) review the Facility Design and provide comments; ii) attend design review and construction meetings as required; and iii) provide construction management services during construction consistent with its role as the District agency charged with managing existing District-owned properties.

DDOT has agreed to transfer funds to DGS to pay the costs associated with the services to be provided under this Agreement. The Parties agree that the estimated costs for the services is Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000) (the "Project Budget").

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DISTRICT DEPARTMENT OF TRANSPORTATION
AND THE
DEPARTMENT OF GENERAL SERVICES

I. INTRODUCTION

THIS MEMORANDUM OF UNDERSTANDING (“Agreement” or “MOU”) is entered into by and between the **District Department of Transportation** (“DDOT”) and the **District Department of General Services** (“DGS”), collectively referred to herein as the “Parties.”

II. PROJECT GOALS AND OBJECTIVES

DDOT, in partnership with RAPT Dev operates the DC Circulator, an affordable, comfortable, and efficient bus service that connects people to business, culture, and entertainment throughout the District. As part of the Sustainable DC 2.0 Program, whose goal is to make the District the most sustainable city in the nation by 2032 by reducing the transportation greenhouse gas emission by 60 percent and increasing use of public transit to 50 percent of all commuter trips, the DC Circulator Program will be increasing the number of sustainable electric buses in the DC Circulator fleet. To accommodate the increase in the number of DC Circulator electric buses, it is necessary to expand the existing electric bus yard located at 2860 South Capitol Street, SE in Ward 8 (the “Facility”) to allow the storage and charging of a minimum of 46 electric vehicles, and to improve circulation into and out of the Facility (the “Project”).

The Project shall include both vertical and horizontal construction and shall include the following improvements: i) a building containing approximately 12,100 square foot; ii) maintenance bays of approximately 4700 square foot; iii) a wash bay containing approximately 2100 square foot; and iv) a canopy containing approximately 43,500 square foot. DDOT shall procure the design of the Project (“Facility Design”) and construction of the Project. The Parties agree to amend this MOU to incorporate the final approved Facility Design for the Project as substantive provisions of this Agreement.

The purpose of this Agreement to provide for DGS design review and construction management services related to the vertical improvements of the Facility, including the building and canopy (“Vertical Improvements”), because once the Project is completed DGS will assume the maintenance of the Vertical Improvements. DGS and DDOT agree that DGS will provide certain services related to the Project including i) review the Facility Design and provide comments; ii) attend design review and construction meetings as required; and iii) provide construction management services during construction consistent with its role as the District agency charged with managing existing District-owned properties.

DDOT has agreed to transfer funds to DGS to pay the costs associated with the services to be provided under this Agreement. The Parties agree that the estimated costs for the services is Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000) (the "Project Budget").

III. SCOPE OF SERVICES

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

A. DGS Obligations/Responsibilities

1. Design Reviews. DGS Capital Construction Division (DGS-CCSD) shall provide design review and comments on the Vertical Improvements at sixty-five percent (65 %), and final or one hundred percent (100 %) to include Plans, Specifications and Estimates ("PS&E"), design milestones and provide substantive review comments.
2. Project Management and Construction Inspection. DGS CCSD shall provide project management and construction oversight of that portion of the Project including the Vertical Improvement's to facilitate DGS-FMD acceptance of the Facility for maintenance at Project completion.
3. Attend Project Meetings. DGS shall attend design and construction meetings as required to facilitate DGS understanding of the design and construction of the Project.
4. Quality Assurance. DGS CCSD shall provide quality assurance services during design and construction to ensure all required inspections tests, submittals, and other contract requirements are met by the consultants and contractors.
5. Procurement. DGS-CCSD shall assist with the procurement selection of a general contractor to assure that a well-qualified GC is selected for the construction phase of the Project.
6. Maintenance. DGS agrees that upon completion of the Project, it shall be responsible for maintaining:
 - the building, inclusive of the mechanical systems and fixtures;
 - Project wide utility services;
 - bus wash bay;
 - all Project lighting;
 - the canopy structure; and
 - the solar panels and photo voltaic system.
7. Provide an accounting of Project Budget funds expended.

B. DDOT Obligations/Responsibilities

1. Project Design. DDOT has procured a contractor for the design the Project and will consult with DGS during the design of the Project.

2. Permits and Approvals. DDOT shall obtain all necessary governmental approvals and permits necessary and proper for the implementation of the Project.
3. Procurement. DDOT shall undertake the procurement of a well-qualified general contractor to construct the Project in accordance with the final approved Facility Design. DDOT shall issue the solicitation for the construction of the Project, receive the bids, be the sole point of contact for the bidders, contractors and necessary third parties throughout the Solicitation process and shall be the single point of contact with the selected contractor post award.
4. Project Management and Construction Inspection. DDOT shall provide project management and construction oversight for the overall Project and shall manage the contract with the consultant. DDOT shall consult and coordinate with DGS on all matters related to the Vertical Improvements.
5. Maintenance: DDOT agrees that upon completion of the Project, it shall be responsible for maintaining:
 - traffic signals servicing the Project;
 - streetlights on South Capitol Street adjacent to the Project;
 - drainage infrastructure;
 - pavement, curb and gutter;
 - green infrastructure included as part of the Project and on South Capitol Street;
 - stormwater facilities;
 - bus charging equipment (exclusive of the solar panels and photo voltaic system);and
 - Bus maintenance equipment.
6. Project Funding. DDOT shall fund the Project Budget in the amount Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000) to DGS in accordance with the provisions of this MOU. DDOT shall initiate the transfer no later than thirty (30) business days after the Effective Date, DDOT will transfer to DGS the Project Budget in one lump sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000). DDOT shall be solely responsible for the cost of the design and construction of the Project.

C. Proposed Project Schedule

The proposed Project schedule is as follows:

- Agreement signed and funds transferred on or before December 15, 2021.
- Completion of Facility Design including preparations of PS&E on or before March 15, 2022.
- Procurement of Construction Services on or before August 15, 2022.
- Construction to commence on or before September 15, 2022.
- Construction completion on or before March 31, 2024.

IV. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services under this Agreement shall not exceed Two Fifty Thousand Dollars and Zero Cents (\$250,000).
2. The estimated cost of services under this Agreement was developed through a collaboration between DDOT's Infrastructure Project Management Division and DGS and is based on the costs of similar services from recent projects implemented by DDOT.
3. In the event of termination of the Agreement, repayment of any amounts to DDOT shall be held in abeyance until all required fiscal reconciliation has been completed but not later than six (6) months after the termination of the Agreement.

B. Payment

1. Payment for all goods and services shall be made through an Intra-District advance by DDOT to DGS based on the total amount of this Agreement.
2. Advances to DGS for the services to be performed and goods to be provided shall not exceed the amount of this Agreement.
3. DGS shall bill against the Project Budget only for those goods or services actually provided pursuant to the terms of this Agreement. DGS shall return any excess of the Project Budget to DDOT within 6 months of termination of the Agreement or Project completion, whichever shall be the first to occur.
4. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this Agreement. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the District Office of Financial Operations and Systems.
5. DGS shall ensure that the revenues for this Project are reflected in the budget entry line item detail screen and the appropriate accumulators.
6. DGS shall establish an agency internal service fund with a corresponding index that ties to the fund and agency organization structure for the transfer of funds from DDOT to DGS.
7. DGS shall establish methods in the System of Accounting and Reporting (SOAR) so that funds may be independently tracked.
8. DGS shall grant a refund to DDOT if the actual proportionate funds required are less than anticipated for the fiscal year.
9. DGS shall establish adequate budget to properly maintain the Facility after the transfer is complete.

V. EFFECTIVE DATE

This Agreement shall be effective on the date on which the Agreement is fully executed by both the DDOT Director or his/her designee and the DGS Director and his/her designee.

VI. TERM OF AGREEMENT

- A. The Agreement shall remain in force, unless terminated earlier pursuant to Article XII herein, until September 30, 2024.
- B. The Parties may extend the term of this Agreement by exercising a maximum of two (2) six-month-option periods.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VII. TRANSFER OF RIGHTS AND RESPONSIBILITIES

DGS may enter into any contracts, delegations, assignments, or such other agreements as authorized by applicable laws and regulations that DGS determines necessary to carry out the purposes of this Agreement. DGS may assign all or any part of this Agreement to one or more of its subsidiaries or partner agencies.

VIII. COMPLIANCE AND MONITORING

The Parties agree to comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated and to observe and perform any contracts, delegations, assignments, or other agreements entered into by DGS in furtherance of this Agreement. DGS administration of the expenditures and used of funds will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

IX. RECORDS AND REPORTS

DGS shall maintain records and receipts for the expenditures of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this Agreement and upon the District's request, make these documents available for inspection by duly authorized representatives of the Office of the Chief Technology Officer and other officials as may be specified by the District at its sole discretion.

X. CONFIDENTIAL INFORMATION

The Parties to this Agreement shall use, restrict, safeguard, and dispose of all information related to services provided by this Agreement 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 execution of the terms of this Agreement shall remain the property of the Parties.

XI. MODIFICATIONS

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

XII. PROVISIONS FOR TERMINATION

- A. Either Party may terminate this Agreement in whole or in part by giving thirty (30) days written notice to the other Party, when it is in the best interest of either Party to do so, based on the following grounds:
 - 1. Lack of funding;
 - 2. Changes in applicable laws;
 - 3. Changes in the structure or nature of the Project; or
 - 4. Elimination of the Project supported by this Agreement.
- B. Such termination shall not be deemed a breach of the Agreement. In the event that termination of this Agreement occurs prior to completion of the Project, the costs incurred by DGS and any costs due under any contracts entered into by DGS with respect to the Project shall be an expense of the Project payable under this Agreement.

XIII. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k), D.C. Official Code § 10-551.01, et seq.; D.C. Official Code § 50-921.04.

XIV. 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 Agreement, or any subsequent agreement entered into by the Parties pursuant to this Agreement, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341 et seq., (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.

XV. CONTRACTING FOR SERVICES

If a District agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this Agreement, 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 § 2-351.0 *I et seq.*) to procure the goods or services.

XVI. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated. As used in the Agreement, the singular shall include the plural, the plural shall include the singular and words of any gender shall include the other genders as context may require. Any headings contained herein are for the convenience of the Parties only and shall not be interpreted to impart any additional meaning to the text. This document may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

XVII. NOTICES

All notice or other communications required hereunder shall be in writing and be deemed duly given if delivered personally or mailed by U.S. mail, postage prepaid, return receipt requested, to the following addresses:

To DGS: Mohamed Jalloh
 Programs Manager Government Centers Group
 Capital Construction Division
 Department of General Services
 1250 U Street, NW, 4th Floor
 Washington, DC 20009
 Office: (202) 645-9284/ Cell: (202) 594-7344
 Mohamed.jalloh1@dc.gov

To DDOT:

 District Department of Transportation
 250 M Street SE
 Washington, DC 20003
 Attention: Yashar Alimohammadlou
 Phone: 202-671-4627

District Department of Transportation
250 M Street SE
Washington, DC 20003
Attention: Chief Engineer

District Department of Transportation
250 M Street SE
Washington, DC 20003
Attention: General Counsel

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as follows:

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com

Key: 5a532f73d0d7c51caeab2f1ec2d9fe23a

Keith A. Anderson
Director

Date: 12/14/2021

DISTRICT DEPARTMENT OF TRANSPORTATION



Everett Lott
Acting Director

Date: 12/6/2021



DATE: 12/15/2021

DUE DATE: 12/22/2021

DEADLINE DATE: _____

☐ Expedite Process**DIVISION TITLE:**

Protective Services Division

CAPITAL CONSTRUCTION, COMMUNICATION,
FACILITIES, HUMAN RESOURCE, LEGAL
OCFO, PROTECTIVE SERVICES
PORTFOLIO SUSTAINABILITY

DIVISION FUND IDENTIFIER:

AMP, ASM, FMD, PSD, (CCD capital or
operating), C&P, FNM
(MOU's require identifier included on the
subject line)

SUBJECT: FY22 MOU DCGO PSD – DGS (Operating)**ORIGINATOR:**

NAME: Leila Gheitu
PHONE NUMBER: (202)679-5011

TITLE**NAME****Director Received Date:****INITIAL****DATE****Training Specialist**

VENOLA JOHNSON

Applicable Associate Director

CHRISTOPHER B. PRINCE
DONNY GONZALEZ
GEORGE LEWIS
TIWANA HICKS, ACTING
SHAWN WINSLOW
TIFFANY MOORE, ACTING
JOHN A. STOKES
MATT FLOCA

C.B.P. 12/15/21

Resource Allocation

WANDA JONES

WJ

12/15/2021

Deputy Chief Operating Officer

DANIELLE MEADORS

DM

12/15/2021

Chief Administrative Officer

MICHELLE DEE

MD

12/15/2021

Agency Fiscal Officer

ANTOINETTE HUDSON-BECKHAM

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS				
General Counsel	XAVIER BELTRAN			XB	12/16/2021
Director	KEITH A. ANDERSON			KAA	12/16/2021

Summary: Attached for approval and signature is an MOU between the Department of General Services (DGS), Protective Services Division (PSD) and the District of Columbia National Guard (DCGO). The purpose of this agreement is to coordinate the use of and not to exceed (\$1,514,258.50) in Federal Grant Funds in order to support the deployment of up to twenty-four (24) fully duty-uniformed, full-time armed DGS/PSD special police officers (ASPOs) to provide 24-hour security services for the DC National Guard Armory and one (1) staff-support assistant. The term of this MOU is from "date of execution to September 30, 2022."

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: ☐Landlord ☐Tenant ☐Licensee ☐Licensor ☐Declarant
☐Permitter ☐Permittee ☐Grantee ☐Grantor ☐Other

Type of Document: ☐In-Lease ☐Amendment to In-Lease ☐In-License ☐Out-License
☐Out-Lease ☐Amendment to Out-Lease ☐MOU ☐LOI
☐ANC Letter ☐Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE DISTRICT OF COLUMBIA GOVERNMENT OPERATIONS FOR
THE DISTRICT OF COLUMBIA NATIONAL GUARD (DCGO)**

AND

**THE DISTRICT OF COLUMBIA NATIONAL
GUARD**

AND

**THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL
SERVICES**

FOR FISCAL YEAR 2022

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by and between THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES (DGS), and THE DISTRICT OF COLUMBIA GOVERNMENT OPERATIONS FOR THE DISTRICT OF COLUMBIA NATIONAL GUARD (DCGO) for the purpose of Armed Security services at the DC NATIONAL GUARD ARMORY (DCNG) by DGS PROTECTIVE SERVICES DIVISION (PSD)

II. PURPOSE

- A. The purpose of this agreement is to coordinate the use of and not to exceed (\$1,514,258.50) in Federal Grant Funds in order to support the deployment of up to Twenty-Four (24) Fully Duty-Uniformed, Full-Time Armed DGS/PSD Special Police Officers (ASPOs) to provide 24-Hour Security services for the DC National Guard Armory and One (1) Staff-Support Assistant to assist PSD supervision and maintaining daily accountability of all DCNG security support activities (i.e work schedule, monthly invoicing, training, disciplinary issues deployment and etc.). *PSD will fulfill its obligations under this MOU to provide armed PSD ASPOs for (1) one year assignment subject to availability of funding to the DC National Guard.***
- B. The District of Columbia Government Operations for the District of Columbia National Guard (DCGO) serves the District Government and provides local funding and support to the DC National Guard (DCNG). The DCNG consists of the DC Air National Guard and DC Army National Guard units, each with a joint Federal, District, and Community Missions.**

Federal Mission: Support the readiness of DC National Guard (DCNG) units to perform federally assigned missions, both at home and abroad. District of Columbia

personnel provides direct support to key functional areas including operations, training, and readiness, to ensure DCNG units can defend the Nation and the capital.

District Mission: Emergency Preparedness/Emergency Response: Prepare for and respond to requests for National Guard support from the Mayor, and/or lead federal agencies within the National Capital Region.

- C. DGS is an agency within the Executive Branch of the District of Columbia Government charged with managing the capital improvement and construction program for District government facilities and for providing building services, inter alia, repairs and certain construction related improvements. The Department of General Services Protective Services Division (DGS-PSD) coordinates and manages the security and law enforcement requirements for District Government Agencies and Facilities.
- D. DCGO has an office in the DC National Guard Armory, where it shares space with the DC National Guard. Building Security for the DC National Guard Armory is currently provided with PSD Officers funded by DCNG. Said Security services will be provided by DGS for DCNG pursuant to the facility, labor services and other costs identified on **Attachments: A - Cost Summary; B – Post Schedule; C – Supervisor Schedule; D – Standard Uniform Cost; E – Additional Training Coverage.**
- E. The Parties desire to enter into an arrangement for the DGS Protective Services Division to provide Security for the DC National Guard Armory facility.

III. SCOPE OF SERVICES

For and in consideration of the mutual promises contained herein, the Parties agree as follows:

A. RESPONSIBILITIES OF DGS/PSD

1. Agree to terms, costs, and fund availabilities associated with this MOU and as identified per Attachments A, B, C, D, and E. (Estimated Cost Analysis, Active Shooter Training & Standard Uniform Issue).
2. Agree to deploy up to **24** fully licensed and armed PSD personnel to provide building and premises Security services at the DC National Guard Armory at the following locations: **Post 2(1), Post 10(1), Post 9(1), Post 1A(2), Post 1B(1), Rover(1) and Supervisor (1-LT or above).** The cost of services to be provided under this MOU shall not exceed the **\$1,514,258.50** funding provided by DCGO, *inclusive of a designated individual to maintain recordkeeping and reporting.*
3. PSD Officers hired pursuant to this funding source will be hired as Term employees whose term of employment shall not exceed the term and/or availability of funds from the funding source identified herein. However, the terms of these PSD Officers may be renewed subject to the continued

availability of funding.

4. PSD personnel will be assigned from **October 1, 2021 to September 30, 2022**. Currently employed PSD Officers, as needed, based upon the available funds in order to provide security service the DCNG Armory consistent with the Scope of Work and Cost Estimate for this MOU. Appropriate founding will be invoiced commiserate with personnel assigned.
5. DGS will retain responsibility for Supervision, Training and Discipline of PSD officers hired under the terms of this MOU consistent with the requirements of the District of Columbia Municipal Regulations, District Personnel Manual and any applicable Collective Bargaining Agreements, to **include providing Basic Training (Weapon Qualification, DC Code, CPR, First Aid and AED, etc.), and 24 hours of In-Service training.**
6. DGS/PSD shall provide support for: **One (1) and in certain instances Two (2) Drill-Weekend Duties (Conducted Monthly), National Security Special Events (NSSE), DCNG NCR Mission Support, and any other Military Mission support if required during FY22.** DCNG will provide the FY22 Drill Schedule and provide DGS/PSD with the updated Drill Schedule if there are any changes made.
7. DGS/PSD will provide Basic Training to include **CPR, First Aid, AED, DC Code and DC Armory Building Knowledge Drills (for newly assigned PSD Officers)** as well as In-Service Training to Officers assigned to the DCNG. Any requests for **Executive Office of the Mayor (EOM)** mandated external training that incur additional cost, if approved, will be paid by DCNG.
8. DCNG will provide the following additional training to PSD Officers assigned to the DCNG Armory: **(Anti-Terrorism Level 1, Threat Awareness Reporting Procedures)** as well as **Active-Shooter Drills and Evacuation Drills** that will be conducted once per quarter in FY22 according to DOD requirements. This training will be conducted during duty shift hours.
9. **PSD will provide the Staff Support Assistant who will work a minimum of three (3) days a week (Tuesday - Thursday) at the Armory.** Any additional days will be requested if needed. The duties of the Staff Support Assistant are administrative in nature and include: routing **Monthly Invoices** – Track monthly invoicing reports to ensure accuracy and submit to the DCGO Physical Security Manager PSD Leadership and DGS Budget and Finance and update fiscal burn rate quarterly and **Daily Personnel Accountability** reports: Days worked, hours, shift assignments and requests for leave/absence (A/L, S/L, M/L, Training, PFL, etc.) by the maintaining a tracking system for recording overtime weekly. **PSD Management:** Coordinate w/PSD and track all required and completed training quarterly **Training:** Ensure all Term officers maintain evidence of eligibility to perform under the MOU agreement. **Uniforms and Equipment:** Ensure that personnel are issued all required uniforms and equipment and that upon separation from the term agreement all uniform/equipment items are returned to the DCNG when requested. All reports, trackers, audits, expenditure

spreadsheets, memo's etc. must be stored in a centralized information system to be readily accessible for PSD's use. The Staff Support Assistant's administrative role is to also schedule meetings between DCNG, DCGO and PSD as necessary. The PSD Liaison, Captain Joseph Brown / Captain Gregory Godwin will serve as the management representative(s) between the Physical Security Manager and DCGO regarding any operational topics and issues.

10. PSD will not bear responsibility for providing additional administrative support services to maintain daily recordkeeping and reporting on the assignment of personnel and the expenditure of funds to insure that these services do not exceed **\$1,514,258.50**

B. RESPONSIBILITIES OF DCNG

1. Agree to the terms, costs, and availability of funds associated with this MOU and as indicated per the Attachments A.
2. Provide funding in an amount not to exceed **\$1,514,258.50** to DGS for the cost of security services.
3. Additional or enhanced services, provided by DGS/PSD, at the request of DCNG, which are beyond the standards set forth in this MOU, shall be the financial responsibility of DCNG.
4. There is a cost associated with the supervisor which aligns with the DCNG budget, and not the PSD's budget.
5. The cost of In-Service Training provided for Term employees hired specifically for the DCNG contract shall be the responsibility of the DCNG, after such time as the Term Employees have completed initial training and have been deployed to the site.
6. The cost of uniforms for Term employees hired specifically for the DCNG, contract shall be the responsibility of the DCNG, as outlined per the Attachments D.

C. RESPONSIBILITIES OF DCGO

1. **DCGO will not bear responsibility for providing any additional funding, if needed, in an amount not to exceed \$1,514,258.50**
2. **DCGO will not bear responsibility for providing additional funding for administrative support to maintain daily recordkeeping and reporting on the assignment of personnel and the expenditure of funds to ensure they do not exceed \$1,514,258.50**
3. **DCGO will bear responsibility for providing additional funding for ammunition (service and training rounds) for PSD assigned to DCNG the**

expenditure of funds to ensure they do not exceed \$10,000.00

IV. DURATION OF MOU

The period of this MOU shall be from **1 October 2021** through **30 September 2022** unless terminated in writing by the parties prior to expiration.

V. AUTHORITY FOR MOU

D.C. Official Code §1-301.01(k); the Department of General Services Establishment Act of 2011, (D.C. Law 19-0021) September 14, 2011.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost for services under this MOU is **One Million, Five Hundred-Fourteen Thousand, Two Hundred Fifty Eight and Fifty Cents (\$1,514,258.50)** pending funding availability. The total cost of services shall not exceed the actual cost.

B. PAYMENT

1. DCGO shall remit advance payment, via intra-district transfer, to DGS in the amount of is **One Million, Five Hundred-Fourteen Thousand, Two Hundred Fifty Eight and Fifty Cents. \$1,514,258.50** within thirty (30) business days from the effective date of this MOU for the total cost of goods and services provided under this MOU.
2. DGS shall provide a **Monthly Invoice** to **DCGO, Physical Security Manager** and the **PSD Staff Support Assistant** of the actual costs and expenditures for services provided under the terms of this MOU **No Later Than (NLT) the 3rd** of the following month. DGS shall submit a **Quarterly Projection (EOM: DEC, MAR, JUN and SEP), Year-End Projection as well as a Final reconciliation to DCGO, Physical Security Manager and PSD Staff Support Assistant of total hour's expended and actual costs of services performed during FY22.**
3. Advances to DGS for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
4. **DGS will relieve the advance and bill DCGO for only those goods or services actually provided pursuant to the terms of this MOU. DGS will return any Excess advance funds to DCGO for services not-performed or rendered by September 30th of the current Fiscal Year.**

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 (2006Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. TERMINATION

This Agreement shall remain in effect until **September 30, 2022**, unless earlier terminated as provided herein. The term of this Agreement may be extended by written agreement of the parties, subject to the availability of funding.

VIII. NOTICE

The following individuals are the point of for each Party under this MOU:

THE DISTRICT OF COLUMBIA NATIONAL GUARD

MSG DeRicko D. Gaither
Physical Security Manager
DC National Guard
2001 East Capitol Street
Washington, DC 20003-1719
Office: 202-685-9782
Email: dericko.d.gaither.mil@mail.mil

THE DISTRICT OF COLUMBIA GOVERNMENT OPERATIONS for the NATIONAL GUARD

Mr. Herman T. Preston, Jr
Director, DC Government Operations for
DC National Guard
2001 East Capitol Street
Washington, DC 20003-1719
Office: 202-685-9651
Fax: 202-685-9648
Cell: 202-507-0559
Email: herman.preston@dc.gov

**DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES
DIVISION**

Primary POC

Joseph Brown/Captain
Protective Services Division
Department of General Services
64 New York Avenue, NE - 4th Floor
Washington, DC 20002
Office: 202-698-8669
Cell: 202-870-4847
Email: joseph.brown@dc.gov

Alternate POC

Gregory Godwin / Captain
Department of General Services
64 New York Avenue, NE – 4th Floor
Washington, DC 20002
Desk: 202-698-8737
Mobile: 202-380-5924
Email: gregory.godwin@dc.gov

IX. RESOLUTION OF DISPUTES

The Director of DGS, the Director of DC Government Operations for the DC National Guard and the DC National Guard Physical Security Manager or their respective designees shall resolve all adjustments and disputes arising from services provided under this MOU.

X. MODIFICATIONS

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

XI. MISCELLANEOUS


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

XII. EFFECTIVE DATE

This MOU shall be effective upon the date of last signature below.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MOU AS
FOLLOWS:**

FOR THE DISTRICT OF COLUMBIA NATIONAL GUARD



Moses P. Robinson II
COL, DCARNG
Deputy Chief of Staff - Operations, (G-3/5/7)

Date: 24 Nov 21

**FOR THE DISTRICT OF COLUMBIA GOVERNMENT OPERATIONS FOR THE
NATIONAL GUARD**



Herman T. Preston
Director, DC Government Operations for DC National Guard

Date: 11/24/21

FOR THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES



Keith A. Anderson
Director, Department of General Services

Date: 12/16/2021

Attachment A
Grand Total

FY20 DC National Guard Estimated Services Cost		
Armed Special Police Officer (ASPO) Support Services Cost:		
Estimated ASPO Annual Services (Grade 6; Step 7)	\$	1,444,737.50
Hourly Rate	\$	25.43
Fringe Rate (27%)	\$	6.87
Total LOADED Rate/Hour	\$	32.30
Night Differential Rate	\$	-
Sunday Premium Rate	\$	-
Holiday Rate	\$	45.01
Special services requirement (if needed)	\$	8,000.00
ASPO Support Services SUBTOTAL:	\$	1,452,737.50
Armed Special Police Officer (ASPO) Backfill Support Services - Cost:		
Estimated ASPO Annual Services (Grade 6; Step 7) for 1 person	\$	56,802.00
Hourly Rate	\$	27.31
Fringe Rate (27%)	\$	7.37
Total LOADED Rate/Hour	\$	34.68
Night Differential Rate	\$	-
Sunday Premium Rate	\$	-
Holiday Rate	\$	48.34
(1) ASPO Backfill Support Services SUBTOTAL:	\$	-
Armed Special Police Officer (ASPO) Supervisor Support Services Cost:		
ASPO Supervisor Annual Salary (Grade 8; Step 1)	\$	57,564.00
Hourly Rate	\$	27.68
Fringe Rate (27%)	\$	7.47
Total LOADED Rate/Hour	\$	35.15
Holiday Rate	\$	48.98
ASPO Supervisor Support Services SUBTOTAL:		VACANT POSITION
Administrative Support Services Cost:		
Admin. Support Services Assistant Annual Salary (Grade 11; Step 1)	\$	61,521.00
Hourly Rate	\$	29.58
Fringe Rate (27%)	\$	7.99
Total LOADED Rate/Hour	\$	37.56
Holiday Rate	\$	29.58
Administrative Support Services Assistant SUBTOTAL:	\$	61,521.00
Standard Uniform Cost		
Standard Uniform	\$	-
Standard Uniform SUBTOTAL	\$	-
ESTIMATED GRAND TOTAL:	\$	1,514,258.50

*General & Administrative Expenses (G&A) includes various expenses associated with the ASPO's and Administrative Support staff. G&A includes all indirect cost associated with the staff support included in this MOU. For DCNG this includes uniform cost, uniform replacement, training cost, license cost, office equipment and supplies.

FY21 - DCNG Estimated PSD Post Schedule with Coverage on Drill Weekends (October 1, 2020 - September 30, 2021)

FY20	Site	Agency	Start Hours	End Hours	Hours Per Day	PSD ASD/Coverage	Hourly Rate	Fringe (27%)	Night Diff	Sunday Premium	Holiday Rate	Daily Subtotal	Total Days	# of 8 Hour Shifts	Total
District of Columbia Government Operation for the District of Columbia National Guard (DCGO - Regular Workday Monday - Friday)															
PSD Officers	Armory	DCNG	05:30	1400	8	2	\$25.43	\$6.87				\$1,905.36	231	1757	\$ 424,923.98
Day Shift - Grade 6, Step 4															
Post 1A Main Entrance (Bubble monitor cameras)			05:30	1400	8	2	\$25.43	\$6.87				\$516.74	231	302	\$ 125,701.14
Post 1B Main Entrance (hand wanding)			05:30	1400	8	0	\$25.43	\$6.87				\$0.00	231	0	\$ -
Post 1C Main Entrance (K-Ray Machine)			05:30	1400	8	1	\$25.43	\$6.87				\$258.37	231	251	\$ 64,850.57
Post 2 Garage Entrance			05:30	1400	8	1	\$25.43	\$6.87				\$258.37	231	251	\$ 64,850.57
Post 9 (Employee Parking)			05:30	1400	8	1	\$25.43	\$6.87				\$258.37	231	251	\$ 64,850.57
Post 10 (Visitor and Employees / Metro Side)			05:30	1400	8	1	\$25.43	\$6.87				\$258.37	231	251	\$ 64,850.57
Rover			05:30	1400	8	1	\$25.43	\$6.87				\$258.37	231	251	\$ 64,850.57
Evening Shift (6 hours of Night Diff. = 6:00 PM to 12:00 AM)	Armory	DCNG	13:30	2200	8	7						\$2,051.36	231	1757	\$ 505,051.21
Post 1A Main Entrance (Bubble monitor cameras) - Grade 6, Step 5			13:30	2200	8	2	\$26.06	\$7.04	\$2.61			\$560.78	231	302	\$ 140,756.34
Post 1B Main Entrance (hand wanding) - Grade 6, Step 5			13:30	2200	8	0	\$26.06	\$7.04	\$2.61			\$0.00	231	0	\$ -
Post 1C Main Entrance (K-Ray Machine) - Grade 6, Step 5			13:30	2200	8	1	\$26.06	\$7.04	\$2.61			\$280.39	231	251	\$ 70,378.17
Post 2 Garage Entrance - Grade 6, Step 6			13:30	2200	8	1	\$26.68	\$7.20	\$2.67			\$287.12	231	251	\$ 72,066.14
Post 9 (Employee Parking)			13:30	2200	8	1	\$26.68	\$7.20	\$2.67			\$287.12	231	251	\$ 72,066.14
Post 10 (Visitor and Employees / Metro Side) - Grade 6, Step 9			13:30	2200	8	1	\$28.56	\$7.71	\$2.86			\$307.29	231	251	\$ 77,130.07
Midnight Shift (6 hrs of Night Diff. = 12:00 AM to 6:00 AM) - Grade 6, Step 4	Armory	DCNG	21:30	0600	8	2	\$25.43	\$6.87	\$2.54			\$548.38	231	302	\$ 137,642.28
Post 1A Main Entrance (Bubble monitor cameras)			21:30	0600	8	1	\$25.43	\$6.87	\$2.54			\$273.63	231	251	\$ 68,680.33
Rover			21:30	0600	8	0	\$25.43	\$6.87	\$2.54			\$0.00	231	0	\$ -
Post 9 (Employee Parking)			21:30	0600	8	1	\$25.43	\$6.87	\$2.73			\$274.75	231	251	\$ 68,961.95
TOTAL:					24	16	\$441.30	\$119.35				\$4,369.11		4016	\$ 1,096,647.47

Grade 6, Step 4 - Annual Hourly \$2902 25.43965
Grade 6, Step 5 - Annual \$4202 26.05865
Grade 6, Step 6 - Annual \$5502 26.68865
Grade 6, Step 9 - Annual \$9402 28.55865
Grade 9, Step 4 - Annual \$5955 26.90144

25.43 27.31

FY20	Site	Agency	Start Hours	End Hours	Hours Per Day	PSD ASD/Coverage	Hourly Rate	Fringe (27%)	Night Diff	Sunday Premium	Holiday Rate	Daily Subtotal	Total Days	# of 8 Hour Shifts	Total
District of Columbia Government Operation for the District of Columbia National Guard (DCGO - Drill Weekend)															
PSD Officers	Armory	DCNG	05:30	1400	8	7	\$25.43	\$6.87				\$1,905.36	231	168	\$ 43,405.96
Day Shift - Grade 6, Step 4															
Post 1A Main Entrance (Bubble monitor cameras)			05:30	1400	8	2	\$25.43	\$6.87				\$516.74	24	48	\$ 12,401.70
Post 1B Main Entrance (hand wanding)			05:30	1400	8	0	\$25.43	\$6.87				\$0.00	24	0	\$ -
Post 1C Main Entrance (K-Ray Machine)			05:30	1400	8	1	\$25.43	\$6.87				\$258.37	24	24	\$ 6,200.85
Post 2 Garage Entrance			05:30	1400	8	1	\$25.43	\$6.87				\$258.37	24	24	\$ 6,200.85
Post 9 (Employee Parking)			05:30	1400	8	1	\$25.43	\$6.87				\$258.37	24	24	\$ 6,200.85
Post 10 (Visitor and Employees / Metro Side)			05:30	1400	8	1	\$25.43	\$6.87				\$258.37	24	24	\$ 6,200.85
Rover			05:30	1400	8	1	\$25.43	\$6.87				\$258.37	24	24	\$ 6,200.85
Evening Shift (6 hours of Night Diff. = 6:00 PM to 12:00 AM)	Armory	DCNG	13:30	2200	8	7						\$2,292.66	24	168	\$ 55,023.87
Post 1A Main Entrance (Bubble monitor cameras) - Grade 6, Step 5			13:30	2200	8	2	\$26.06	\$7.04	\$2.61	\$6.51		\$638.96	24	48	\$ 15,335.00
Post 1B Main Entrance (hand wanding) - Grade 6, Step 5			13:30	2200	8	0	\$26.06	\$7.04	\$2.61	\$6.51		\$0.00	24	0	\$ -
Post 1C Main Entrance (K-Ray Machine) - Grade 6, Step 5			13:30	2200	8	1	\$26.06	\$7.04	\$2.61	\$6.51		\$319.48	24	24	\$ 7,667.50
Post 2 Garage Entrance - Grade 6, Step 6			13:30	2200	8	1	\$26.68	\$7.20	\$2.67	\$6.67		\$327.14	24	24	\$ 7,851.40
Post 9 (Employee Parking) - Grade 6, Step 6			13:30	2200	8	1	\$26.68	\$7.20	\$2.67	\$6.67		\$327.14	24	24	\$ 7,851.40
Post 10 (Visitor and Employees / Metro Side) - Grade 6, Step 9			13:30	2200	8	1	\$28.56	\$7.71	\$2.86	\$7.14		\$350.13	24	24	\$ 8,403.10
Midnight Shift (6 hrs of Night Diff. = 12:00 AM to 6:00 AM) - Grade 6, Step 4	Armory	DCNG	21:30	0600	8	2	\$25.43	\$6.87	\$2.54	\$0.00		\$547.25	24	48	\$ 13,134.09
Post 1A Main Entrance (Bubble monitor cameras)			21:30	0600	8	1	\$25.43	\$6.87	\$2.54	\$0.00		\$273.63	24	24	\$ 6,567.04
Rover			21:30	0600	8	1	\$25.43	\$6.87	\$2.54	\$0.00		\$273.63	24	24	\$ 6,567.04
Post 9 (Employee Parking)			21:30	0600	8	0	\$25.43	\$6.87	\$2.54	\$0.00		\$0.00	24	0	\$ -
TOTAL:					24	16	\$441.30	\$119.35				\$4,648.50		396	\$ 111,563.92

FY20	Site	Agency	Start Hours	End Hours	Hours Per Day	PSD ASPO Coverage	Hourly Rate	Fringe (27%)	Night Diff	Sunday Premium	Holiday Rate	Daily Subtotal	Total Days	# of 8 Hour Shifts	Total
PSD Officers															
District of Columbia Government Operation for the District of Columbia National Guard (DCGO - Non-Drill Weekend)															
Day Shift - Grade 6 Step 4	Armory	DCNG	05:30	1400	8	3	\$25.43	\$6.87				\$775.11	79	237	\$ 61,233.41
Post 1A Main Entrance (bubble monitor cameras)			05:30	1400	8	2	\$25.43	\$6.87				\$516.74	79	158	\$ 40,822.27
Rover			05:30	1400	8	1	\$25.43	\$6.87				\$258.37	79	79	\$ 20,411.14
Post 1C Main Entrance (X-Ray Machine)			05:30	1400	8	0	\$	\$	\$			\$	-	0	\$ -
Evening Shift (6 hrs of Night Diff. - 6:00 PM to 12:00 AM)	Armory	DCNG	13:30	2200	8	3	\$26.68	\$7.20	\$2.67	\$4.67		\$384.09	79	237	\$ 77,743.30
Post 1A Main Entrance (bubble monitor cameras) - Grade 6 Step 6			13:30	2200	8	2	\$26.68	\$7.20	\$2.67	\$4.67		\$654.28	79	158	\$ 51,688.37
Rover - Grade 9 Step 4			13:30	2200	8	1	\$26.90	\$7.26	\$2.69	\$4.73		\$329.81	79	79	\$ 26,055.12
Post 9 (Employee Parking)			13:30	2200	8	0	\$	\$	\$	\$		\$	-	0	\$ -
Midnight Shift (6 hrs of Night Diff. - 12:00 AM to 6:00 AM) - Grade 6 Step 4	Armory	DCNG	21:30	0600	8	2	\$25.43	\$6.87	\$2.54	\$6.36		\$468.97	79	158	\$ 51,268.91
Post 1A Main Entrance (bubble monitor cameras)			21:30	0600	8	2	\$25.43	\$6.87	\$2.54	\$6.36		\$468.97	79	158	\$ 51,268.91
Rover			21:30	0600	8	0	\$25.43	\$6.87	\$2.54	\$6.36		\$	-	0	\$ -
Post 9 (Employee Parking)			21:30	0600	8	0	\$	\$	\$	\$		\$	-	0	\$ -
TOTAL:					24	8		\$41.93				\$2,408.17		632	\$ 190,245.82

FY20	Site	Agency	Start Hours	End Hours	Hours Per Day	PSD ASPO Coverage	Hourly Rate	Fringe (27%)	Night Diff	Sunday Premium	Holiday Rate	Daily Subtotal	Total Days	# of 8 Hour Shifts	Total
PSD Officers															
District of Columbia Government Operation for the District of Columbia National Guard (DCGO - Holiday)															
Day Shift - Grade 6 Step 4	Armory	DCNG	05:30	1400	8	3	\$25.43	\$6.87			\$45.01	\$1,855.37	12	36	\$ 22,264.47
Post 1A Main Entrance (bubble monitor cameras)			05:30	1400	8	2	\$25.43	\$6.87			\$45.01	\$1,284.92	12	24	\$ 14,842.98
Post 1B Main Entrance (hand wandings)			05:30	1400	8	0	\$25.43	\$6.87			\$45.01	\$0.00	12	0	\$ -
Post 1C Main Entrance (X-Ray Machine)			05:30	1400	8	0	\$25.43	\$6.87			\$45.01	\$0.00	12	0	\$ -
Post 2 Garage Entrance			05:30	1400	8	0	\$25.43	\$6.87			\$45.01	\$0.00	12	0	\$ -
Post 9 (Employee Parking)			05:30	1400	8	0	\$25.43	\$6.87			\$45.01	\$0.00	12	0	\$ -
Post 10 (Visitor and Employees / Metro Side)			05:30	1400	8	0	\$25.43	\$6.87			\$45.01	\$0.00	12	0	\$ -
Rover			05:30	1400	8	1	\$25.43	\$6.87			\$45.01	\$618.46	12	12	\$ 7,421.49
Evening Shift (6 hours of Night Diff. - 6:00 PM to 12:00 AM)	Armory	DCNG	13:30	2200	8	3	\$26.68	\$7.20	\$2.67			\$1,171.28	12	36	\$ 14,055.41
Post 1A Main Entrance (bubble monitor cameras) - Grade 6 Step 5			13:30	2200	8	2	\$26.06	\$7.04	\$2.61		\$46.12	\$881.82	12	24	\$ 10,581.90
Post 1B Main Entrance (hand wandings) - Grade 6 Step 5			13:30	2200	8	0	\$26.06	\$7.04	\$2.61		\$46.12	\$0.00	12	0	\$ -
Post 1C Main Entrance (X-Ray Machine) - Grade 6 Step 5			13:30	2200	8	0	\$26.06	\$7.04	\$2.61		\$46.12	\$0.00	12	0	\$ -
Post 2 Garage Entrance - Grade 6 Step 6			13:30	2200	8	0	\$26.68	\$7.20	\$2.67		\$47.23	\$0.00	12	0	\$ -
Post 9 (Employee Parking) - Grade 6 Step 6			13:30	2200	8	0	\$26.68	\$7.20	\$2.67		\$47.23	\$0.00	12	0	\$ -
Post 10 (Visitor and Employees / Metro Side) - Grade 6 Step 9			13:30	2200	8	0	\$28.56	\$7.71	\$2.86		\$50.55	\$0.00	12	0	\$ -
Rover - Grade 9 Step 4			13:30	2200	8	1	\$26.90	\$7.26	\$2.69		\$47.62	\$289.46	12	12	\$ 3,473.51
Midnight Shift (6 hrs of Night Diff. - 12:00 AM to 6:00 AM) - Grade 6 Step 4	Armory	DCNG	21:30	0600	8	2	\$25.43	\$6.87	\$0.00		\$45.01	\$683.04	12	24	\$ 3,980.42
Post 1A Main Entrance (bubble monitor cameras)			21:30	0600	8	1	\$25.43	\$6.87	\$0.00		\$45.01	\$415.02	12	12	\$ 4,980.21
Rover			21:30	0600	8	1	\$25.43	\$6.87	\$0.00		\$45.01	\$415.02	12	12	\$ 4,980.21
Post 9 (Employee Parking)			21:30	0600	8	0	\$25.43	\$6.87	\$0.00		\$45.01	\$0.00	12	0	\$ -
TOTAL:					24	8		\$19.45				\$3,856.89		96	\$ 46,280.31

ESTIMATED TOTALS:										366																				\$ 1,444,737.50																			
										\$399.39																																							
										\$146,176.05																																							
Special Services Requirements (Additional/Security Response - ASR)																				ASR's (estimate)										\$ 3,000.00																			
																				ESTIMATED TOTAL:										\$ 1,452,737.50																			

DCNG Estimated FY 21 Supervisory PS Costs With Additional Coverage on Drill Weekends (10/01/20 - 7/7/21)

FY21	Site	Agency	Hours Per Day	PSD Coverage	Hourly Rate	Fringe (27%)	Loaded Hourly Rate	Holiday Rate	Daily Subtotal	Total Days	Total
PSD Officers (Grade 8 Step 1)	District of Columbia Government Operation for DCNG - Regular Workday										
Day Shift	Armory	DCGO	8	1	\$27.68	\$7.47	\$35.15	\$ -	\$281.18	251	\$70,575.68
											\$70,575.68

FY15	Site	Agency	Hours Per Day	PSD Coverage	Hourly Rate	Fringe (27%)	Loaded Hourly Rate	Holiday Rate	Daily Subtotal	Total Days	Total
PSD Officers (Grade 8 Step 1)	District of Columbia Government Operation for DCNG - Holiday										
Day Shift	Armory	DCGO	8	1	\$27.68	\$7.47	\$35.15	\$48.98	\$281.18	12	\$3,374.14
											\$3,374.14

Estimated Total \$73,949.81

FY21 DCNG STANDARD UNIFORM ISSUE FOR NEW HIRES

ITEM		Quantity	Unit Price	Price per Officer	# of Officers Needed	Total
L/S Shirt	5.11 Tactical BDU	5	\$ 55.00	\$ 275.00		\$ -
S/S Shirt	5.11 Tactical BDU	5	\$ 55.00	\$ 275.00		\$ -
Pants	5.11 Tactical	5	\$ 55.00	\$ 275.00		\$ -
L/S Shirt Polo	5.11 Tactical Navy	1	\$ 55.00	\$ 55.00		\$ -
S/S Shirt Polo	5.11 Tactical Navy	1	\$ 55.00	\$ 55.00		\$ -
Garrison Belt	Leather	1	\$ 48.00	\$ 48.00		\$ -
Underarmour	Coldwear:Top/Bottom	1	\$ 100.00	\$ 100.00		\$ -
Jacket	5.11 Tactical	1	\$ 250.00	\$ 250.00		\$ -
Neck tie	Male/Female	1	\$ 6.24	\$ 6.24		\$ -
Tie Clip/Pin		1	\$ 5.20	\$ 5.20		\$ -
Flashlight	LED Polystinger	1	\$ 115.00	\$ 115.00		\$ -
Name Tag	Gold/Silver	1	\$ 55.00	\$ 55.00		\$ -
Handcuff Case	Leather	1	\$ 45.00	\$ 45.00		\$ -
OC Spray Holder	Leather	1	\$ 32.00	\$ 32.00		\$ -
ASP		1	\$ 85.00	\$ 85.00		\$ -
Asp Baton Case		1	\$ 50.00	\$ 50.00		\$ -
Rain Coat	Long 733	1	\$ 160.00	\$ 160.00		\$ -
Radio Holster		1	\$ 55.00	\$ 55.00		\$ -
Weapon Holster	Level 2	1	\$ 155.00	\$ 155.00		\$ -
Ultra Duty Belt		1	\$ 60.00	\$ 60.00		\$ -
Magazine Case	Double, Leather	1	\$ 55.00	\$ 55.00		\$ -
Handcuffs w/Key	Serial #:	1	\$ 50.00	\$ 50.00		\$ -
Flashlight Holder	Leather	1	\$ 45.00	\$ 45.00		\$ -
Vest, Traffic	w/Neon Reflector	1	\$ 45.00	\$ 45.00		\$ -
Cap	Baseball	1	\$ 20.00	\$ 20.00		\$ -
Cap	Ski	1	\$ 15.00	\$ 15.00		\$ -
Keeper Straps (4)	Leather	1	\$ 14.99	\$ 14.99		\$ -
Gloves	Cold Weather	1	\$ 60.00	\$ 60.00		\$ -
Boots		1	\$ 150.00	\$ 150.00		\$ -
Body Armor-III A	Point Blank w/Carrier	1		\$ 1,200.00		\$ -

				\$ 3,811.43		\$ -

FY21 DCNG UNIFORM COSTS/TERM EMPLOYEES YEAR 2+

Capitalized Cost Reduction of 20% Per Year/Over 5 Years beginning in Year 2* of Employment**

	ITEM	Quantity	Unit Price	Price per Officer	Cost Reduction	# of Officers Renewed	Total
L/S Shirt	5.11 Tactical BDU	5	\$ 55.00	\$ 275.00	\$ 55.00		\$ -
S/S Shirt	5.11 Tactical BDU	5	\$ 55.00	\$ 275.00	\$ 55.00		\$ -
Pants	5.11 Tactical	5	\$ 55.00	\$ 275.00	\$ 55.00		\$ -
L/S Shirt Polo	5.11 Tactical Navy	1	\$ 55.00	\$ 55.00	\$ 11.00		\$ -
S/S Shirt Polo	5.11 Tactical Navy	1	\$ 55.00	\$ 55.00	\$ 11.00		\$ -
Garrison Belt	Leather	1	\$ 48.00	\$ 48.00	\$ 9.60		\$ -
Underarmour	Coldwear:Top/Bottom	1	\$ 100.00	\$ 100.00	\$ 20.00		\$ -
Jacket	5.11 Tactical	1	\$ 250.00	\$ 250.00	\$ 50.00		\$ -
Neck tie	Male/Female	1	\$ 6.24	\$ 6.24	\$ 1.25		\$ -
Tie Clip/Pin		1	\$ 5.20	\$ 5.20	\$ 1.04		\$ -
Rain Coat	Long 733	1	\$ 160.00	\$ 160.00	\$ 32.00		\$ -
Vest, Traffic	w/Neon Reflector	1	\$ 45.00	\$ 45.00	\$ 9.00		\$ -
Cap	Baseball	1	\$ 20.00	\$ 20.00	\$ 4.00		\$ -
Cap	Ski	1	\$ 15.00	\$ 15.00	\$ 3.00		\$ -
Gloves	Cold Weather	1	\$ 60.00	\$ 60.00	\$ 12.00		\$ -
Boots		1	\$ 150.00	\$ 150.00	\$ 75.00		\$ -
Body Armor-III A	Point Blank w/Carrier	1		\$ 1,200.00	\$ 240.00		\$ -
				\$ 2,994.44	\$ 643.89		\$ -

*Beginning the first FULL Fiscal Year after initial deployment.

**Except Boots, which have a two year service life.

FY21 MPD - Firing Range									
New Hire Firing Range Training									
Site	Agency	Session Days	Total Number of Sessions	Hours per Session	Number of MPD Instructors	Hourly Rate	Estimated Cost per session	Estimated Cost of Instructors	Estimated Cost: 4 Total sessions
MPD - 4665 Blue Plains Dr. SW	DGS	5	4	8	3	\$71.52	\$2,860.80	\$8,582.40	\$34,329.60
								Subtotal	\$34,329.60

FTE Recertification Training									
Site	Agency	Session Days	Total Number of Sessions	Hours per Session	Number of MPD Instructors	Hourly Rate	Estimated Cost per session	Estimated Cost of Instructors	Estimated Cost: 16 Total sessions
MPD - 4665 Blue Plains Dr. SW	DGS	5	16	4	3	\$71.52	\$1,430.40	\$4,291.20	\$68,659.20
								Subtotal	\$68,659.20
								Total	\$102,988.80



DATE: 12/24/21

DUE DATE: _____

DEADLINE DATE: _____

☐ Expedite Process

DIVISION TITLE: <u>Protective Services (PSD)</u> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		SUBJECT: FY22 PSD DPR MOU Security Cameras			
ORIGINATOR:		NAME: Silverio Ramirez PHONE NUMBER: 202.390.1751			
TITLE	NAME			Director Received Date:	
				INITIAL	DATE
Training Specialist	VENOLA JOHNSON				
Applicable Associate Director	CHRISTOPHER PRINCE, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS SHAWN WINSLOW TIFFANY MOORE JOHN A. STOKES MATT FLOCA			CBP	12/17/2021
Resource Allocation	WANDA JONES			WJ	12/17/2021
Deputy Chief Operating Officer	DANIELLE MEADORS			DM	12/17/2021
Chief Administrative Officer	MICHELLE DEE			MD	12/17/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM				

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS				
General Counsel	XAVIER BEL TRAN			XB	12/17/2021
Director	KEITH A. ANDERSON			KAA	12/17/2021

Summary:

This Memorandum of Understanding (MOU) is entered into by and between THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES (DGS), and THE DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION (DPR) for the purpose of CCTV installation and other security services and measures at DPR FACILITIES provided by DGS PROTECTIVE SERVICES DIVISION (PSD).

The purpose of this agreement is to coordinate the use of up to and not to exceed (\$2,868,792.00) in Local Revenue Funds to support.

- 1) the upgrade and installation of Close – Circuit Television (CCTV) camera networks at select Department of Parks and Recreation facilities, and
- 2) to implement security hardening measures at select sites, upgrades to eighteen (18) sites to be added to the citywide monitoring system and the installation of new CCTV infrastructure at thirty-two (32) sites, and
- 3) the addition of six (6) contract security guards provided) through DGS and its contractors.

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE DISTRICT OF COLUMBIA DEPARTMENT
OF PARKS AND RECREATION**

AND

**THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL
SERVICES**

FOR FISCAL YEAR 2022

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by and between **THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES (DGS)**, and **THE DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION (DPR)** for the purpose of CCTV installation and other security services and measures at **DPR FACILITIES** provided by DGS **PROTECTIVE SERVICES DIVISION (PSD)**.

II. PURPOSE

A. The purpose of this agreement is to coordinate the use of up to and not to exceed **(\$2,868,792.00)** in Local Revenue Funds to support

1) the upgrade and installation of Close – Circuit Television (CCTV) camera networks at select Department of Parks and Recreation facilities, and

2) to implement security hardening measures at select sites, upgrades to eighteen (18) sites to be added to the citywide monitoring system and the installation of new CCTV infrastructure at thirty-two (32) sites, and

3) the addition of six (6) contract security guards provided) through DGS and its contractors.

B. The Department of Parks and Recreation's (DPR) mission is to enhance the quality of life and wellness of District of Columbia residents and visitors by providing equal access to affordable and quality recreational services, by organizing programs, activities and events, and by building and maintaining over four hundred (400) safe and beautiful open spaces and recreational amenities.

C. DGS is an agency within the Executive Branch of the District of Columbia

Government charged with managing the capital improvement and construction program for District government facilities and for providing building services, inter alia, repairs and certain construction related improvements. The Department of General Services Protective Services Division (DGS-PSD) coordinates and manages the security and law enforcement requirements for District Government Agencies and Facilities.

III. SCOPE OF SERVICES

For and in consideration of the mutual promises contained herein, the Parties agree as follows:

A. RESPONSIBILITIES OF DGS/PSD

1. Agree to terms, costs, and fund availabilities related to the CCTV upgrades and installation and security hardening measures associated with this MOU and as identified per Attachments A & B (Estimated Work and Costs for DPR Site security updates .
2. Agree to deploy a minimum of six (6) fully licensed and armed contract security guards to provide building and premises security services at the Department of Parks and Recreations Facilities as directed. The cost of services to be provided under this MOU for security guards shall not exceed **\$196,750 .00**.
3. Security guards provided pursuant to this funding source shall not exceed the term and/or availability of funds from the funding source identified herein. However, the tour of duty for these contract security guards may be renewed subject to the continued availability of funding.
4. Security guards will be assigned from **October 1, 2021 to September 30, 2022**. Currently deployed security officers are subject to the availability of funds in order to provide security services at DPR facilities consistent with the Scope of Work and Cost Estimate for this MOU.
5. DGS and its contractors will retain responsibility for supervision, training and discipline of contract security officers hired under the terms of this MOU consistent with the requirements of the District of Columbia Law and Municipal Regulations, District Personnel Manual and any applicable Collective Bargaining Agreements, **to include providing Basic Training (Weapon Qualification, DC laws and regulations, CPR, First Aid and AED, and 24 hours of In-Service training.**
6. Any requests for **Executive Office of the Mayor (EOM)** mandated external training that incur additional cost, if approved, will be paid by DPR.
7. DPR, in partnership with DGS and its contractors , will recommend additional training to assigned officers as needed. This training will be conducted at a time agreed on by all parties.

B. RESPONSIBILITIES OF DPR

1. Agree to the terms, costs, and availability of funds associated with this MOU and as indicated per the Attachments A and B.
2. Provide funding in an amount not to exceed **\$2,868,792.00** to DGS for the cost of security services.
3. DPR will not bear responsibility for providing any additional funding, if needed, in an amount not to exceed **\$2,868,792.00**

IV. DURATION OF MOU

The period of this MOU shall be from the date of execution through September 30, 2022 unless terminated in writing by the parties prior to expiration.

V. AUTHORITY FOR MOU

D.C. Official Code §1-301.01(k); the Department of General Services Establishment Act of 2011, (D.C. Law 19-0021) September 14, 2011.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost for services under this MOU is **Two Million Eight Hundred and Sixty - Eight Thousand Seven Hundred and Ninety-Nine Dollars and Zero Cents (\$2,868,792.00)** pending funding availability. The total cost of services shall not exceed the actual cost.

B. PAYMENT

1. DPR shall remit advance payment, via intra-district transfer, to DGS in the amount of **Two Million Eight Hundred and Sixty-Eight Thousand Seven Hundred and Ninety-Nine Dollars and Zero Cents (\$2,868,792.00)** within thirty (30) business days from the effective date of this MOU for the total cost of goods and services provided under this MOU.
2. DGS shall provide a mid-year reconciliation report to DPR of the actual costs and expenditures for services provided under the terms of this MOU, as well as a projection for the third and fourth quarter. **DGS will also provide a final reconciliation to DPR at the end of the year of actual costs of services performed.**
3. Advances to DGS for the services to be performed/goods to be provided shall not exceed the amount of this MOU.

4. DGS will relieve the advance and bill DPR only for those goods or services actually provided pursuant to the terms of this MOU; and, DGS will return any excess advance funds to DPR by September 30 of the current Fiscal Year or within 30 days of termination by DPR.

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 (2006Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. TERMINATION

This Agreement shall remain in effect until September 30, 2022, unless earlier terminated in writing with thirty days advance notice from the terminating agency or by consent of both agencies in writing. The term of this Agreement may be extended by written agreement of the parties, subject to the availability of funding.

VIII. NOTICE

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

THE DEPARTMENT OF PARKS AND RECREATION

Michael Lightfoot
Risk Manager
DC Department of Parks and Recreations
1275 1st Street, NE 8th Floor
Washington, DC 20002
202-541-3755
michael.lightfoot@dc.gov

DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION

Primary POC

Alan G. Coleman
Supervisory Physical Security Specialist

Protective Services Division
Department of General Services
64 New York Avenue, NE - 4th Floor
Washington, DC 20002
Desk: 202-698-8100
Cell: 202-369-2260
Alan.Coleman2@dc.gov

IX. RESOLUTION OF DISPUTES

- X.** The Director of DGS, the Director of the Department of Parks and Recreation or their respective designees shall resolve all adjustments and disputes arising from services provided under this MOU. In the event that DPR and DGS cannot resolve a dispute then it will be escalated to the City Administrator.

XI. MODIFICATIONS

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

XII. MISCELLANEOUS

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

XIII. EFFECTIVE DATE

This MOU shall be effective upon the date of last signature below.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MOU AS FOLLOWS:

FOR THE DEPARTMENT OF PARKS AND RECREATION



Delano Hunter
Director, Department of Parks and Recreation

Date: 12/16/2021

**THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES,
PROTECTIVE SERVICES DIVISION**

eSigned via SeamlessDocs.com
Christopher B Prince
Key: f8d4965580c925f0c38b4184839edc

Christopher Prince
Deputy Associate Director

Date: 12/17/2021

Protective Services Division (PSD)
Department of General Services (DGS)

FOR THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: 37ab38dce2f2d40ac0d01a88aa3c6151

Date: 12/17/2021

Keith A. Anderson
Director, Department of General Services

DATE: December 17, 2021DUE DATE: December 24, 2021

DEADLINE DATE: _____

☐ Expedite Process

DIVISION TITLE: <u>Capital Construction</u> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY DIVISION FUND IDENTIFIER: <u>CCD Capital</u> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)	SUBJECT: FY22 Capital Construction Division (CCD) – Capital Memorandum of Understanding between Captive Insurance Agency (Captive) and The Department of General Services (DGS)				
ORIGINATOR:	NAME: Michael Etherton PHONE NUMBER: 202-421-4977				
TITLE	NAME			Director Received Date:	
				INITIAL	DATE
Training Specialist	VENOLA JOHNSON				
Applicable Associate Director	CHRISTOPHER PRINCE, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS SHAWN WINSLOW TIFFANY MOORE JOHN A. STOKES MATT FLOCA			TBM	12/17/2021
Resource Allocation	WANDA JONES			WJ	12/17/2021
Deputy Chief Operating Officer	DANIELLE MEADORS			DM	12/17/2021
Chief Administrative Officer	MICHELLE DEE			MD	12/17/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM				

Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			KW	12/17/2021
General Counsel	XAVIER BEL TRAN			XB	12/17/2021
Director	KEITH A. ANDERSON			KAA	12/17/2021

Summary:

Pursuant to the terms of this MOU, DGS will provide funds to the Captive to reimburse Captive for the cost it incurs for the procurement of a builders' risk policy of insurance (the "Policy") with a term from December 29, 2021 to April 3, 2024 for construction of a Community Center and Park at the McMillan Slow Sand and Filtration site (the "Project"). The Policy coverage will require a Policy premium of \$ \$163,062.33 for the actual cost of the Policy.

For all documents:**Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):**

District as: ☐ Landlord ☐ Tenant ☐ Licensee ☐ Licensor ☐ Declarant
☐ Permitter ☐ Permittee ☐ Grantee ☐ Grantor ☐ Other

Type of Document: ☐ In-Lease ☐ Amendment to In-Lease ☐ In-License ☐ Out-License
☐ Out-Lease ☐ Amendment to Out-Lease ☐ MOU ☐ LOI
☐ ANC Letter ☐ Other

_____ (Legal - insert from Salesforce options)

Date Document Executed: _____☐ ELMO

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CAPTIVE INSURANCE AGENCY
AND
DEPARTMENT OF GENERAL SERVICES**

This Memorandum of Understanding (“**MOU**”) is entered into by and between the Captive Insurance Agency (“Captive”) and the Department of General Services (“DGS”), each referred to herein as a “Party” and collectively to herein as the “Parties”.

I. INTRODUCTION AND OVERVIEW

Pursuant to the terms of this MOU, DGS will provide funds to the Captive to reimburse the Captive for the cost it incurs for the procurement of a builders’ risk policy of insurance (the “Policy”) with a term from December 29, 2021 to April 3, 2024 for construction of a Community Center and Park at the McMillan Slow Sand and Filtration site (the “Project”).

II. SCOPE OF WORK

A. Responsibilities of the Captive

Procure the Policy for the Project.

B. Responsibilities of DGS

Reimburse the Captive One Hundred Sixty-Three Thousand Sixty-Two Dollars and 33 cents (\$163,062.33) for the actual cost of the Policy.

III. FUNDING

A. Cost of services

Total cost for services is \$163,062.33.

B. Payment

1. Payment for services shall be made through an Intra-District advance by DGS to the Captive in the amount of \$163,062,33.

2. Advances to the Captive for the services to be provided shall not exceed the actual cost of this MOU, \$163,062.33.

3. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU.

IV. ANTI-DEFICIENCY CONSIDERATIONS

A. Federal and District of Columbia Anti-Deficiency Act

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.)

B. Continuing Legal Obligation

The Parties acknowledge and agree that their respective obligations under the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. DURATION OF MOU

This MOU shall commence on the date the last Party to this MOU executes it (the "Effective Date") and remain in effect through September 30, 2022 unless sooner terminated pursuant to Article VII of this MOU.

VI. COMPLIANCE AND MONITORING

A. Monitoring

As this MOU is funded by District of Columbia funds, the Captive will be subject to scheduled and unscheduled monitoring reviews

by the District government to ensure compliance with all applicable requirements.

B. Records and reports

1. The Captive shall maintain records and receipts for the expenditure of all funds received for a period of no less than three (3) years from the date of expiration or termination of the MOU.
2. Upon DGS' request, the Captive will make these documents available for inspection by duly authorized representatives of DGS and other District officials as may be specified by DGS at its sole discretion.

VII. TERMINATION

A. Communication

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

B. Cause

This MOU may be terminated for any of the following reasons:

1. Lack of funding;
2. Changes in applicable law;
3. Changes in the structure or nature of the program;
4. Elimination of the program or service;
5. Failure of either party to follow District of Columbia laws, rules, or regulations; or failure of either party to follow the terms of the MOU;
6. The convenience of either party.

VIII. NOTICE

A. For Department of General Services:

The following individual is the DGS contact point under this MOU:

George Lewis
Associate Director
Contracts and Procurement Chief Procurement Officer
Department of General Services
George.lewis@dc.gov

B. For the Captive:

The following individual is the ORM contact point under this MOU:

Jane Waters
Insurance Program Administrator
Jane.waters@dc.gov

IX. MODIFICATIONS

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

X. AUTHORITY FOR MOU

D.C. Official Code §§ 1-301.01(k).

XI. 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 have executed this MOU as follows:

SIGNATURES ON NEXT PAGE

**DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL
SERVICES**

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: b90c2f81e8053a65da7c9fc04ca3a858

By: _____
Keith A. Anderson, Director

Date: 12/17/2021

CAPTIVE INSURANCE AGENCY

By:  _____ / yeung
Jed Ross, Chief Risk Officer

Date: 12/9/2021