



Office of the Chancellor  
ABSTRACT OF CORRESPONDENCE

**TO:** Lewis D. Ferebee, Ed.D.  
**FROM:** Andrea Swiatocha, Deputy Chief of Facilities  
**DATE:** August 2, 2021  
**SUBJECT:** MOU to DGS for High Priority Work Order Close Out

**1. Background Summary (Purpose):**

- There are three different MOU's being sent over to support DGS with high priority work order close out. High priority work orders include HVAC, plumbing, water intrusion, and life safety issues.
- Funds are coming from 1) fixed cost security savings from DGS 2) contingency cash and 3) ESSER II and III.

**2. Special Considerations:**

- N/A

**3. Point of Contact:** Andrea Swiatocha, 202-580-9252

**4. Funding Attributes (If Applicable):**

Fund	101	PCA	ZZ20	CSG	34	Amount	\$222,427.00
Fund	1734	PCA	ZZ205	CSG	40	Amount	\$1,578,454.00
Fund	7546	PCA	ZZ20	CSG	40	Amount	\$900,000.00
Fund	7547	PCA	ZZ20	CSG	40	Amount	\$3,136,800.00

**CLEARANCE:**

	PREPARED BY	CLEARED BY Office Leader	CLEARED BY OGC Required for all items needing legal review (e.g. MOAs, MOUs, letters of support, policies, personnel matters)	CLEARED BY RSO Required for all items involving funding (e.g. Reprogrammings, MOUs, intra-district LOIs)	CLEARED BY Cabinet Member
NAME & OFFICE (TYPED)	Andrea Swiatocha, OCOO	Patrick Davis, OCOO	Scott Barash, OGC	Sharon Gaskins, RSO	Amy Maisterra, ISI
SIGNATURE & DATE	 8/2/21	 8/2/21	 8/2/21	 08/02/2021	 08/03/2021

**5. Chancellor's Action:** ☒ Approved ☐ Disapproved ☐ Modify ☐ Discuss

**REMARKS:**

Chancellor's Signature

8-3-2021  
Date





DLRS \_\_\_\_\_

# Office of the Director

<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS	<input checked="" type="checkbox"/>	KJ	08/18/2021
<b>General Counsel</b>	XAVIER BELTRAN	<input checked="" type="checkbox"/>	XB	08/19/2021
<b>Director</b>	KEITH A. ANDERSON	<input checked="" type="checkbox"/>	KAA	08/20/2021

## Summary:

Transfer to Seller Four Hundred Thirty-Nine Thousand Nine Hundred Eighty-Six Dollars and 34/100 (\$439,986.34) to DGS for the FY2021 request of funding to pay for rent escalation, real estate tax escalation, and operating costs increases.

## For all documents:

**Title of Document:**

**Contracting Party (if applicable):**

**DGS (Seller) and PSC (Buyer) to transfer funds to pay for additional FY2021 in-lease expenses totaling \$439,986.34.**

## For Portfolio Division documents only:

**Specialist:**

**Attorney Assigned (if applicable):**N/A

**Abideen O. Onigbanjo**

**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  
PUBLIC SERVICE COMMISSION  
AND  
THE DEPARTMENT OF GENERAL SERVICES  
FY 2021**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Public Service Commission (“PSC”) (the “Buyer”) and the Department of General Services (“DGS”) (“the Seller”), collectively referred to herein as the “Parties”.

**II. PROGRAM GOALS AND OBJECTIVES**

As PSC continues to occupy office space at 1325 G St. NW which is leased property, the agency has a need for additional office space.

The District of Columbia, by and through DGS will use a second lease amendment to obtain 6,255 square feet of additional space as method to provide that additional space.

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 PSC as described above. The Parties seek to enter into this MOU to provide for the terms pursuant to which PSC will provide funds for payment required under the Lease 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 (PSC)**

1. Transfer to Seller Four Hundred Thirty-Nine Thousand Nine Hundred Eighty-Six Dollars and 34/100 (\$439,986.34) to DGS for the FY2021 request of funding to pay for rent escalation, real estate tax escalations and operating costs increases.

**B. Responsibilities of Seller (DGS)**

1. Agree to accept the transfer of funds from PSC and administer such funds in accordance with the terms of the Lease 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 Chairman or his/her designee. The MOU shall remain in force until September 30, 2021, 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 Four Hundred Thirty-Nine Thousand Nine Hundred Eighty-Six Dollars and 34/100 (\$439,986.34)

Description	Amount
1325 G St. NW – 6,255 SF (Additional Office Space)	\$439,986.34
<b>Total</b>	\$439,986.34

**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 PSC:

Veronica Ahern  
Executive Director

Public Service Commission  
1325 G St, NW, Suite 800  
Washington, DC 20003  
(O) 202-626-9176  
(E) [vahern@psc.dc.gov](mailto:vahern@psc.dc.gov)

For DGS:

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

#### **VIII. RESOLUTION OF DISPUTES**

The Director of DGS and the Chairman of PSC 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: 2f499598fe197e5c633ed2b7152c7f21

Keith A. Anderson  
Director

Date: 08/20/2021

## PUBLIC SERVICE COMMISSION

*Willie L. Phillips*

Willie L. Phillips  
Chairman

Date: 8-9-21

**INTRA-DISTRICT STANDARD REQUEST FORM**

Government of the District of Columbia

**PART I****GENERAL**

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

EFF DATE OF MOU: 8/10/2021

**SELLER INFORMATION**

AGENCY: Department of General Services

AGENCY CODE: AM0

NAME OF CONTACT: Antoinette Hudson-Beckham, AFO

ADDRESS : 2000 14th Street NW, 5th Floor

Washington, DC 20009

TELEPHONE # : (202) 698-7476

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

AUTHORIZING OFFICER \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**BUYER INFORMATION**

AGENCY: Public Service Commission

AGENCY CODE: DH0

NAME OF CONTACT: Gurmeet Scoggins, Agency Fiscal Officer

ADDRESS : 1325 G Street, NW, Suite 800

Washington, DC 20005

TELEPHONE # : 202-626-5133

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

AUTHORIZING OFFICER *Gurmeet Scoggins* DATE: 8 / 10 / 21

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

**PART II**

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

**SERVICE INFORMATION AND FUNDING CODES**

**GOOD/ SERVICE:** Additional Space (Lease Amendment) for the Public Service Commission cost for FY21

**\$439,986.34**

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	AM0	21								
Buyer	DH0	21	10	0631	10000	AMP30	309	309		

**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										

*Revised 9/15/98*

**DATE: 8/17/21****DUE DATE: ASAP****DEADLINE DATE:** \_\_\_\_\_***Expedite Process*****DIVISION TITLE:****FACILITIES**

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

**DIVISION FUND IDENTIFIER:****FMD**

AMP, ASM, FMD, PSD, (CCD capital or  
operating), C&P, ENM

(MOU's require identifier included on the  
subject line)

**SUBJECT:**

Termination of a portion of an MOU between DOEE and DGS  
(2/23/21) (#5018; DLRS 3481). The purpose of the MOU was to fund the purchase  
and distribution of certain environmental equipment, using US EPA Clean Water  
Construction grant funds. The Parties have found a more efficient way to undertake  
this effort.

[attachment DLRS 3481](#)

**ORIGINATOR****NAME:** Brian Killian**PHONE NUMBER:** 202-359-5625**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

DG

08/19/2021

**Resource Allocation**

WANDA JONES

WJ

08/19/2021

**Deputy Chief Operating  
Officer**

DANIELLE MEADORS

DM

08/19/2021

**Chief Administrative Officer**

MICHELLE DEE



DLRS \_\_\_\_\_

# Office of the Director

<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM				
<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			BA	08/19/2021
<b>General Counsel</b>	XAVIER BELTRAN			XB	08/21/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	08/23/2021

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**Summary:**

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**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)

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**Date Document Executed:** \_\_\_\_\_

☐ ELMO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF ENERGY AND ENVIRONMENT  
AND  
DEPARTMENT OF GENERAL SERVICES**

Clean Water Construction Project – Stormwater Management Equipment

**TERMINATION**

**I. INTRODUCTION**

**THE PARTIES AGREE TO TERMINATE THIS MOU.** This ends the Memorandum of Understanding (MOU) entered into by the Department of Energy and Environment (DOEE) and the Department of General Services (DGS) (2/23/21) (#5018; DLRS 3481). The purpose of the MOU was to fund the purchase and distribution of certain environmental equipment, using US EPA Clean Water Construction grant funds. The Parties have found a more efficient way to undertake this effort.

**II. TERMINATION PURSUANT TO ARTICLE XIII**

By their signatures below, the Parties terminate this MOU effective immediately and agree to the return of all of the funds that DOEE has transferred to DGS pursuant to this MOU. The return shall be accomplished as soon as possible, but not later than August 31, 2021. The Parties waive the notice provisions of Article XIII.

**THE PARTIES AGREE** to this termination:

**DOEE**

**Tommy Wells**

Digitally signed by Tommy Wells  
DN: cn=Tommy Wells, o=DC Dept  
of Energy & Environment,  
ou=Director,  
email=tommy.wells@dc.gov, c=US  
Date: 2021.08.17 08:52:49 -04'00'

Date: \_\_\_\_\_

Tommy Wells  
Director

*Alan J. Barak*

Digitally signed by Alan J. Barak  
DN: cn=Alan J. Barak, o=Dept of  
Energy and Environment, ou=Office of  
General Counsel,  
email=alan.barak@dc.gov, c=US  
Date: 2021.08.16 16:33:25 -04'00'

Date: \_\_\_\_\_

Alan J. Barak, for legal sufficiency  
Assistant General Counsel

**DGS**

Digitally signed by Keith A. Anderson  
Key: 2068B3cadad5243ffa2bbab3c3c3be

08/23/2021

Date: \_\_\_\_\_

Keith A. Anderson, Director  
Department of General Services

Digitally signed by Xavier Beltran  
Key: 6bd10fecaf0e4c9e4a262c927fa5875

08/21/2021

Date: \_\_\_\_\_

Xavier Beltran, for legal sufficiency  
General Counsel

Filename: 00 5501 mou dgs doee equipment termination #5018 of 2-23-21 fy21.docx



DATE: 08/20/2021

DUE DATE: ASAPDEADLINE DATE: ASAP☐ Expedite Process

<b>DIVISION TITLE:</b>		<b>SUBJECT:</b> FY21-ASM-DGS- BUS LOT SPACES-DFHV-MOU			
<b><u>PORTFOLIO DIVISION</u></b> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY					
<b>DIVISION FUND IDENTIFIER:</b> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)					
<b>ORIGINATOR: MORGAN HALL</b>		<b>NAME:</b> Morgan Hall <b>PHONE NUMBER:</b> 202-680-9657			
<b>TITLE</b>	<b>NAME</b>			<b>Director Received Date:</b>	
				<b>INITIAL</b>	<b>DATE</b>
<b>Training Specialist</b>	VENOLA JOHNSON				
<b>Applicable Associate Director</b>	RALPH MCLEAN, ACTING				
	DONNY GONZALEZ				
	GEORGE LEWIS				
	TIWANA HICKS, ACTING			TH	08/24/2021
	SHAWN WINSLOW				
	TIFFANY MOORE, ACTING				
	JOHN A. STOKES				
	MATT FLOCA				
<b>Resource Allocation</b>	WANDA JONES			WJ	08/24/2021
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS			DM	08/24/2021

DLRS \_\_\_\_\_

# Office of the Director

<b>Chief Administrative Officer</b>	MICHELLE DEE			MD	08/25/2021
<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM				
<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO				
	CHARLES BROWN				
	KATHERINE JOUGH	X		KJ	08/25/2021
	KRISTEN WALP				
	VAUGHN ADAMS				
<b>General Counsel</b>	XAVIER BELTRAN			XB	08/26/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	08/26/2021

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**Summary:** Please see MOU in reference for 30 Reserved Parking spaces for DFHV for FY21.

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**For all documents:**

**Title of Document:**

**For Portfolio Division documents only:**

**Realty Specialist:** Morgan Hall

**Attorney Assigned (if applicable):** Kimberly Jones

**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)

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**Date Document Executed:** \_\_\_\_\_

☐ ELMO



**MEMORANDUM OF UNDERSTANDING BETWEEN  
DEPARTMENT OF FOR-HIRE VEHICLES  
AND  
THE DEPARTMENT OF GENERAL SERVICES  
FY2021**

**Reserved parking spaces 30 Buses 1101-1105 V St. SE, -FY21**

**I. INTRODUCTION**

This This Memorandum of Understanding ("MOU") is entered into between the Department of Hired Vehicles ("DFHV") (the "Buyer") and the Department of General Services ("DGS") ("the Seller"), collectively referred to herein as the "Parties".

**II. PROGRAM GOALS AND OBJECTIVES**

DFHV seeks to enact a License Agreement effective August 22, 2021 for bus parking located at for 1101-1105 V St. SE for a period of twenty-four (24) months from August 22, 2021 through August 21, 2023.

The District of Columbia, by and through DGS, will enter a month-to-month License Agreement starting August 22, 2021, with CURTIS PROPERTY MANAGEMENT, ("Landlord") for DFHV's licensing period at 1101-1105 V St. SE, Washington DC, 20020".

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 DFHV as described above. The Parties seek to enter into this MOU to provide for the terms pursuant to which DFHV will provide funds for 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 (DFHV)**

1. Transfer to Seller Five Thousand Dollars and Zero Cents (\$5,000.00) to DGS for the FY2021 scheduled payments (for August 22, 2021 to September 30, 2021) required under the Licensing Agreement to be completed August 20, 2021.
2. Transfer to Seller Forty-Eight Thousand One hundred and Twenty-Five Dollars and Zero Cents (\$48,125.00) to DGS for the FY2022 scheduled payments (for October 1, 2021 to September 30, 2022) required under the Licensing Agreement to be completed October 1, 2021.

3. Transfer to Seller Sixty-Four Thousand and Two Hundred Dollars and Zero Cents (\$64,200.00) to DGS for the FY2022 scheduled payments (for – FY23 October 1 ,2022 to August 21, 2023) required under the Licensing Agreement to be completed October 1, 2022.

**B. Responsibilities of Seller (DGS)**

1. Agree to accept the transfer of funds from DFHV 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 August 21, 2023, 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, defined by fiscal year below, is equal to One Hundred Seventeen Thousand Three Hundred Twenty-Five Hundred Dollars and Zero Cents (\$117,325.00).

Description	Amount
30 Bus Parking Costs -FY21 August 22,2021 to September 30, 2021	\$5,000.00
30 Bus Parking Costs -FY22 October 1, 2021 to September 30, 2022	\$48,125.00
30 Bus Parking Costs – FY23 October 1 ,2022 to August 21, 2023	\$64,200.00
Total	\$117,325.00

**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 business days following the Effective Date. Payment for the Fiscal Year 2021, August 22, 2021 through September 30, 2021 licensing period shall be made on or before August 21, 2021. Payment for the

FY2022 licensing period shall be made on or before August 21, 2022. Payment for the FY2023 licensing period shall be made on or before August 21, 2023.

### **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 DFHV - Financial

Dory Peters, Chief of Staff  
Department of For-Hire Vehicles  
2235 Shannon Place, SE Suite 3001  
Washington, DC 20020  
(O) 202-645-6006  
(E) [Dory.peters@dc.gov](mailto:Dory.peters@dc.gov)

For DFHV – Administrative

Gerald “Jerry” Kasunic, Administrative Officer  
Department of For-Hire Vehicles  
2235 Shannon Place, SE Suite 3001  
Washington, DC 20020  
(O) 202-671-1804  
(E) [Gerald.kasunic3@dc.gov](mailto:Gerald.kasunic3@dc.gov)

For DGS:

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

## VIII. RESOLUTION OF DISPUTES

The Director of DGS and The Executive Director of DFHV 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. TERMINATION CLAUSE

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party. In the event of termination of the MOU, any remaining funds paid by DFHV shall be reimbursed no later than sixty (60) calendar days of the termination of this MOU.

## 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 hereto have executed this MOU as follows:

### DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com  
  
Key: 5ee63435c308e987d3742b3942861c3d

\_\_\_\_\_  
Keith A. Anderson  
Director

08/26/2021  
Date: \_\_\_\_\_

### DEPARTMENT FOR-HIRE VEHICLES



\_\_\_\_\_  
David Do  
Director

8/19/2021  
Date: \_\_\_\_\_



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

**PART I**

**GENERAL**

MOU NUMBER: \_\_\_\_\_ EFF DATE OF MOU: 8/19/2021

**SELLER INFORMATION**

AGENCY: Department of General Services AGENCY CODE: AM0

NAME OF CONTACT: Antoinette Hudson-Beckham, AFO

ADDRESS : 2000 14th Street NW, 5th Floor

Washington, DC 20009

TELEPHONE # : (202) 698-7476

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

AUTHORIZING OFFICER \_\_\_\_\_ DATE: \_\_ / \_\_ / \_\_

**BUYER INFORMATION**

AGENCY: Department of For-Hire Vehicles AGENCY CODE: TC0

NAME OF CONTACT: Bright A. Ahaiwe

ADDRESS : 1050 First ST. NE #723

Washington, DC 20024

TELEPHONE # : 202-442-7822

FAX # : 202-535-1207

AUTHORIZING OFFICER for \_\_\_\_\_ DATE: 08 / 19 / 21

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

# PART II

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

## SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: FY 2021 Reserved parking spaces 30 Buses

\$5,000.00

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	AM0	21								
Buyer	TC0	21	0100	1135	1000F	MTSCF	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										

DLRS 3767

## Office of the Director



DATE:

DUE DATE: 9/30/2021

DEADLINE DATE:-

9/27/2021xx ☐ Expedite Process

DIVISION TITLE:

FACILITIESCAPITAL 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 OVSJG FY21 FMD - Postal Modification 1

ORIGINATOR:

NAME: Reginald Greene  
PHONE NUMBER: 202-253-1746

TITLE Area/building/Zone Mgr.

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

09/09/2021

Resource Allocation

WANDA JONES

WJ

09/10/2021

Deputy Chief Operating  
Officer

DANIELLE MEADORS

DM

09/10/2021

DLRS \_\_\_\_\_

# Office of the Director

Chief Administrative Officer	MICHELLE DEE			MD	09/10/2021
Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM				
Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			BA	09/10/2021
General Counsel	XAVIER BELTRAN			XB	09/13/2021
Director	KEITH A. ANDERSON			KAA	09/14/2021

Summary:

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

**MODIFICATION No. 1**  
**TO**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**DEPARTMENT OF GENERAL SERVICES**  
**AND**  
**THE OFFICE OF VICTIM SERVICES AND JUSTICE GRANTS**

A Memorandum of Understanding dated October 19, 2020 ("MOU") was entered into between the Department of General Services and the Office of Victim Services and Justice Grants referred to herein as the "Parties."

The Parties now desire to modify the MOU as follows:

1. **Section III.** Overview of Responsibilities of the Parties is amended by inserting the phrase "ACP mail will be recorded in the mail meter system as OV SJG."
2. **Section V.** Duration of MOU is hereby deleted and replaced with the following: "This MOU shall remain in force, unless terminated in writing pursuant to Article XII, from the date the MOU is fully executed until the close of business on September 30, 2022."
3. **Section VI. Funding Section B.** is hereby deleted and replaced with the following: "Payment of all goods and services shall be made through the remaining extended balance of \$5,000 from the previous Intra-District transfer. Another \$10,000 may be issued through an Intra-District transfer if needed, later to be advanced in \$5,000 increments."

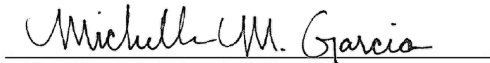
**IN WITNESS WHEREOF**, the Parties hereto have modified this MOU.

eSigned via SeamlessDocs.com  
  
Key: 4cde8d19e805e0c53c43bdfcb7d52c8b

09/14/2021

\_\_\_\_\_  
Keith A. Anderson, Director  
District of Columbia Department of General Services

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michelle M. Garcia, Director  
District of Columbia Office of Victim Services and Justice Grants

\_\_\_\_\_  
9/14/2021

\_\_\_\_\_  
Date

# Original MOU

## **MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF GENERAL SERVICES AND OFFICE OF VICTIM SERVICES AND JUSTICE GRANTS**

### **I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Department of General Services (“DGS”) and the Office of Victim Services and Justice Grants (“OVSJG”), collectively referred to herein as the “Parties” and individually as a “Party.”

### **II. PROGRAM GOALS AND OBJECTIVES**

OVSJG has requested the services of DGS to collect incoming mail and provide outgoing mail distribution service, including postage fees for outgoing mail, under the District’s Address Confidentiality Program, administered by OVSJG.

The Address Confidentiality Program allows enrolled District residents to obtain a confidential address that can serve as a substitute address for purposes of public records and confidential mail forwarding. OVSJG is providing a mail forwarding service for program participants to ensure confidentiality of their address. Mail arriving for participants will be personal and acceptance of this mail is part of the operations of the Address Confidentiality Program.

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

### **III. RESPONSIBILITIES OF THE PARTIES**

#### **A. Responsibilities of DGS:**

1. Collect incoming mail and provide OVSJG outgoing mail distribution service, including postage fees for outgoing mail.
2. Inform OVSJG of any mail that cannot be identified and allow OVSJG access to determine if it belongs to a participant of the program.
3. Forward any first-class mail, regardless if it appears personal in nature. Junk mail, magazines, and other non-first-class mail can be discarded or forwarded for OVSJG to discard.
4. Provide a monthly expenditure report to OVSJG on the first business day of the month.

#### **B. Responsibilities of OVSJG:**

1. Pick up mail daily from the mail room.
2. Deliver outgoing mail to the mail room.

### **IV. EFFECTIVE DATE**

This MOU shall be effective on the date on which the MOU is fully executed by the Director of DGS and the Director of OVSJG, or their respective designees.



**V. DURATION OF MOU**

This MOU shall remain in force, unless terminated in writing pursuant to Article XII, from the date the MOU is fully executed until the close of business on September 30, 2021.

**VI. FUNDING**

- A. Total cost for services under this MOU shall not exceed **\$10,000** (ten thousand dollars) for the term. Funding for these services shall not exceed the actual cost of goods and services, including labor, and overhead costs.
- B. Payment of all goods and services shall be made through an Intra-District transfer. DGS shall collect the funds, \$10,000, from OVSJG, on or before two (2) business days following the MOU Effective Date.
- C. The total cost of this MOU is based on the estimated costs of goods and services during the term of this MOU. In the event that costs of goods and services exceed the maximum cost of this MOU, DGS shall have no obligation to complete services in excess of the amount provided with this MOU until the parties amend this MOU to provide additional funds.

**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. OVSJG LIABILITY**

OVSJG 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, 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 by the Parties in furtherance of this MOU.

**X. RECORDS AND REPORTS**

DGS shall maintain records and receipts for the expenditures of all funds provided and, upon request, make these documents available for inspection for a period of no less than three (3) years. A monthly expenditure report shall be provided by DGS on the first business day of the month.

**XI. MODIFICATIONS**

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

## **XII. PROVISIONS FOR TERMINATION**

The 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:

- A. Lack of funding;
- B. Changes in applicable laws;
- C. Changes in the structure or nature of the program or project; or
- D. Elimination of the program, services or project supported by this MOU.

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

## **XIII. CLOSE OUT PROVISIONS**

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

## **XIV. AUTHORITY FOR MOU**

This authority for this MOU includes D.C. 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 U.S.C. §§ 1341, 1342, 1349 and 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) the D.C. Official Code § 47-105 (2001) and (iv) the D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation had been expressly conditioned.

## **XVI. CONSISTENT WITH LAW**

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

## **XVII. NOTICE**

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

For DGS:               Reginald Greene, Building Manager  
DC Department of General Services  
441 4<sup>th</sup> Street, NW, Suite 1C26N  
Washington, DC 20001  
202-727-2585  
[Reginald.greene@dc.gov](mailto:Reginald.greene@dc.gov)

For OVSJG:           Kate Bouwkamp, Address Confidentiality Program Coordinator  
Office of Victim Services and Justice Grants

441 4<sup>th</sup> Street, NW, Suite 727N  
Washington, DC 20001  
Main: 202-727-5234  
[Kate.bouwkamp@dc.gov](mailto:Kate.bouwkamp@dc.gov)

These individuals are responsible for the management and coordination of the requirements for their respective 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.

#### **XVIII. RESOLUTION OF DISPUTES**

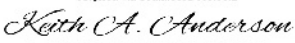
The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve financial issues, the matter shall be referred to the Office of Financial Operations and Systems ("OFOS") of the District of Columbia Office of the Chief Financial Officer. The decisions of the OFOS shall be final.

#### **XIX. CONFIDENTIAL INFORMATION**

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

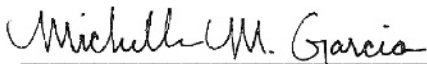
#### **XX. AUTHORIZATION**

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

Signed via DocuSign  
  
Key: 01000000000000000000000000000000

10/19/2020

\_\_\_\_\_  
Keith A. Anderson, Director Date  
District of Columbia Department of General Services



10/19/2020

\_\_\_\_\_  
Michelle M. Garcia, Director Date  
District of Columbia Office of Victim Services and Justice Grants



DATE: 9/23/21

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

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

☐ Expedite Process

<b>DIVISION TITLE:</b>		<b>SUBJECT:</b> FY21 FMD DCPS to DGS MOU 1.1M			
<b><u>FACILITIES(FMD)</u></b>					
CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY					
<b>DIVISION FUND IDENTIFIER:</b>					
AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)					
<b>ORIGINATOR:</b>		<b>NAME:</b> Silverio Ramirez <b>PHONE NUMBER:</b> 202.390.1751			
<b>TITLE</b>	<b>NAME</b>			<b>Director Received Date:</b>	
				<b>INITIAL</b>	<b>DATE</b>
<b>Training Specialist</b>	VENOLA JOHNSON				
<b>Applicable Associate Director</b>	RALPH MCLEAN, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA				
<b>Resource Allocation</b>	WANDA JONES				
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS			DM	09/24/2021
<b>Chief Administrative Officer</b>	MICHELLE DEE			MD	09/24/2021
<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM			DK	09/24/2021

<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS				
<b>General Counsel</b>	XAVIER BEL TRAN				
<b>Director</b>	KEITH A. ANDERSON			KAA	09/24/2021

**Summary:**

In April of 2021, DCPS and DGS jointly identified priority work orders to be completed during Summer 2021 prior to the start of SY21-22. The priority work orders targeted HVAC and plumbing repairs as top priorities. These repairs are necessary for a successful start to SY21-22.

This MOU provides funds from DCPS to DGS to complete some of these priority work orders both identified in April as well as high priority work orders that arise throughout Summer 2021. Subject to the availability of appropriated funds, DCPS intends to transfer additional funds to DGS through subsequent Fiscal Year 2021 MOU(s) to effectuate the completion of additional priority work orders.

**Payment for the goods and services shall be made through an Intra-District advance from DCPS to DGS in the amount of one million one hundred thousand dollars (\$1,100,000.00).**

**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  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
AND  
DEPARTMENT OF GENERAL SERVICES**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Public Schools, the buyer agency (“DCPS”) and the Department of General Services, the seller agency (“DGS”), individually referred to as the “Party” or collectively referred to herein as the “Parties.”

DCPS has requested the services of DGS to complete priority work orders at various DCPS sites during the summer of 2021 prior to the start of School Year 2021-22 (“SY21-22”).

**II. PROGRAM GOALS AND OBJECTIVES**

In April of 2021, DCPS and DGS jointly identified priority work orders to be completed during Summer 2021 prior to the start of SY21-22. The priority work orders targeted HVAC and plumbing repairs as top priorities. These repairs are necessary for a successful start to SY21-22.

This MOU provides funds from DCPS to DGS to complete some of these priority work orders both identified in April as well as high priority work orders that arise throughout Summer 2021. Subject to the availability of appropriated funds, DCPS intends to transfer additional funds to DGS through subsequent Fiscal Year 2021 MOU(s) to effectuate the completion of additional priority work orders.

**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**

1. DGS shall be responsible for holding all contracts with qualified and selected contractors to perform the work order repairs that have been identified consistent with the budget attached to this MOU as Attachment A.
2. DGS shall coordinate with DCPS on the prioritization of work orders in accordance with Attachment A.
3. DGS shall be responsible for ensuring that costs for any work orders or portions of work orders completed pursuant to this MOU do not exceed the amount transferred by DCPS under this MOU.



4. DGS shall coordinate with the DCPS point of contact in Section XI regarding scheduling of work order completion and overall schedule.
5. DGS shall comply, and ensure all selected contractors comply, with any and all DCPS policies and procedures related to safety protocols within DCPS buildings such as but not limited to wearing masks and any other health and safety measures currently in place related to the COVID-19 pandemic.
6. DGS shall be responsible for tracking work completed with the funds transferred under this MOU, and submitting a list of work orders completed with DCPS funding during the previous four week period.

#### **B. RESPONSIBILITIES OF DCPS**

1. DCPS shall coordinate with the DGS point of contact referenced in Section XI regarding selection of priority work orders and schedule to complete those repairs.
2. DCPS shall provide DGS with all applicable DCPS policies and procedures related to this MOU.
3. Transfer funds to DGS in accordance with Section VI.B.1 of this MOU. The total amount of funds transferred under this MOU shall not exceed one million one hundred thousand dollars (\$1,100,000.00).

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

The period of this MOU shall be from the date of final Party's execution through September 30, 2021, unless terminated in writing by the Parties prior to the expiration.

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

D.C. Official Code § 1-301.01(k).

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

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

1. Total and actual cost for goods and services under this MOU shall not exceed one million one hundred thousand dollars (\$1,100,000.00) for Fiscal Year 2021. DGS shall use the funds transferred under this MOU to effectuate work orders or partial work orders up to the amount transferred. Subject to the availability of appropriated funds, DCPS intends to transfer additional funds to DGS through subsequent Fiscal Year 2021 MOU(s) to effectuate the completion of additional work orders. Funding for the goods and services related to all work orders or partial work orders performed

using funds transferred under this MOU, including labor and materials, shall not exceed the estimated per work order cost as detailed in Attachment A. DCPS shall not honor invoices requesting payment for a work order conducted after any notification given regarding completion of that work order in accordance with Section III.A.6.

2. In the event of termination of the MOU, payment to DGS shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.
3. DCPS funding will cover only direct costs associated with the Program as described in Attachment A and will not support overhead costs.

## **B. PAYMENT**

1. Payment for the goods and services shall be made through an Intra-District advance from DCPS to DGS in the amount of one million one hundred thousand dollars (\$1,100,000.00).
2. DGS shall submit monthly SOAR reports showing PO obligations, expenditures and PO available balance for the Intra-District advance. DGS shall submit copies of invoices to DCPS, as requested, to account for vendor expenditures.
3. Advances and transfers to DGS for the services to be performed/goods to be provided shall not exceed the total amount of this MOU.
4. DGS will relieve the entire advance and any subsequent fund transfers made under Section VI.B.1 and bill DCPS through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. DGS will notify DCPS within forty-five (45) days of the end of the current fiscal year if it has reason to believe that the initial advance will not be billed during the current fiscal year. DGS shall return any excess advance to DCPS by September 30 of the current fiscal year.
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

(2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2001); 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 will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

## **VIII. 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 the District of Columbia's request, make these documents available for inspection by duly authorized representatives of DCPS and other officials as may be specified by the District of Columbia at its sole discretion.

## **IX. CONFIDENTIAL INFORMATION**

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

## **X. TERMINATION**

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

## **XI. NOTICE**

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

Jessica Sticklor-Lipson  
Acting Deputy Chief, Facilities  
DCPS  
1200 First St NE  
Washington, DC 20002  
Phone 202-580-9252

Donny Gonzalez  
Deputy Director, Facilities Management  
Department of General Services  
2000 14<sup>th</sup> Street NW  
Washington, DC 20009  
Phone 202-631-8689

## **XII. MODIFICATIONS**

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

## **XIII. PROCUREMENT PRACTICES ACT**

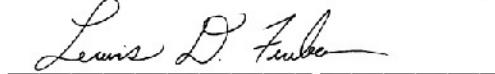
If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia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

## **XIV. MISCELLANEOUS**

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

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

### **DISTRICT OF COLUMBIA PUBLIC SCHOOLS**



Lewis Ferebee, Ed. D.  
Chancellor

Date: 9-15-2021

### **DEPARTMENT OF GENERAL SERVICES**

  
eSigned via SeamlessDocs.com  
Key: d0c242d297e0d0aa4dfe5e2889f53d

Keith A. Anderson  
Director, Department of General Services

Date: 09/24/2021

Attachment A: DGS estimates a DCPS Summer 2021 Readiness need of approximately \$9.2M. This budget enhancement will provide DGS with the bandwidth to address up to 1,500 existing and anticipated work orders, including potential follow-up repairs. The total funds for these work orders have been identified from sources both internal and external to DCPS.

**DATE:** 9/23/21**DUE DATE:** 9/30/21**DEADLINE DATE:** \_\_\_\_\_***Expedite Process***

<b>DIVISION TITLE:</b> <b>FACILITIES</b>  CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY  <b>DIVISION FUND IDENTIFIER:</b> <b>FMD</b>  AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)	<b>SUBJECT:</b>  Amendment 4 of the Memorandum of Understanding (MOU) between DOEE and DGS for the DGS Stormwater Professional Full Time Employee (FTE). The purpose of this MOU amendment is to extend the duration and to provide funds for an additional fiscal year for the FTE, Kristen Audette.			
<b>ORIGINATOR</b>	<b>NAME:</b> Brian Killian <b>PHONE NUMBER:</b> 202-359-5625			
<b>TITLE</b>	<b>NAME</b>		<b>Director Received Date:</b>	
			<b>INITIAL</b>	<b>DATE</b>
<b>Training Specialist</b>	VENOLA JOHNSON			
<b>Applicable Associate Director</b>	RALPH MCLEAN, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA		DG	09/24/2021
<b>Resource Allocation</b>	WANDA JONES		WJ	09/24/2021
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS		DM	09/24/2021
<b>Chief Administrative Officer</b>	MICHELLE DEE		MD	09/27/2021



DLRS \_\_\_\_\_

# Office of the Director

<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM				
<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			BA	09/27/2021
<b>General Counsel</b>	XAVIER BEL TRAN			XB	09/27/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	09/27/2021

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**Summary:**

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**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)

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**Date Document Executed:** \_\_\_\_\_

☐ ELMO

**THE DISTRICT OF COLUMBIA**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**DEPARTMENT OF ENERGY AND ENVIRONMENT (DOEE)**  
**AND**  
**THE DEPARTMENT OF GENERAL SERVICES (DGS)**  
**AMENDMENT 4**

**DGS Stormwater Professional Full Time Employee (FTE)**

**I. INTRODUCTION**

This amendment modifies the Parties' Memorandum of Understanding (MOU) of 11/13/19, as amended on 9/30/20 (#1); on 12/2/2020 (#2); and on 2/9/2021 (#3). The purpose of this amendment is to extend the duration and provide funds for an additional year.

**II AMENDMENT**

**Part IV. Duration**

*Extend project duration.*

- a. *Remove* "A. This MOU shall be effective from November 13, 2019, through September 30, 2021."
- b. *Replace with* "A. This MOU shall be effective from November 13, 2019, through September 30, 2022."

**Part VI. Funding A. Cost of Goods and Services**

*Increase funding:*

- a. *Remove* "1. The total cost of goods and services shall not exceed: For FY 2020, \$110,925.85; For FY 2021 \$257,052.34."
- b. *Replace with* "1. The total cost of goods and services shall not exceed: For FY 2020, \$110,925.85; For FY 2021 \$257,052.34; for FY2022 \$100,666.34."

**Attachments 1 and 2: Statement of Work and Budget**

*Change the scope in the Statement of Work and change the Budget: (1) by replacing references to Attachments 1 and 2 with references to the attached versions Attachment 1a and Attachment 2a, respectively, that refer to this amendment, and (2) by replacing the documents themselves:*

1. *Change Statement of Work by replacing reference to Attachment 1 with reference to Attachment 1a and replacing the document itself with Attachment 1a:*

- a. *Replace each reference to "Attachment 1" with a reference to "Attachment 1a", starting with that in the Table of Contents and including that at Part III.A.2.*
- b. *After the signature page, page 9, replace Attachment 1 with Attachment 1a:*

- (1) *Discard:* Attachment 1. Statement of Work
- (2) *Attach:* Attachment 1a. Statement of Work

2. **Change Budget** by replacing reference to Attachment 2 with reference to Attachment 2a and replacing the document itself with Attachment 2a:

- a. *Replace each reference to "Attachment 2" with a reference to "Attachment 2a", starting with that in the Table of Contents and including that at Part VI.A.3.*
- b. *After the signature page, page 9, replace Attachment 2 with Attachment 2a:*

- (1) *Discard:* Attachment 2. Budget
- (2) *Attach:* Attachment 2a. Budget

### III. ADDITIONAL PROVISIONS

The Parties make no other changes to this MOU.

IV. SIGNATURES: The Parties agree to this amendment.

#### Department of Energy and Environment

\_\_\_\_\_  
Tommy Wells  
Director

*ALJ. Barak*

\_\_\_\_\_  
Alan J. Barak  
Assistant General Counsel, for legal sufficiency

Digitally signed by Alan J. Barak  
DN: cn=Alan J. Barak, o=Dept of  
Energy and Environment,  
ou=Office of General Counsel,  
email=alan.barak@dc.gov, c=US  
Date: 2021.09.22 14:57:56 -0400

#### Department of General Services

eSigned via SeamlessDocs.com  
*Keith A. Anderson*

\_\_\_\_\_  
Keith A. Anderson, Director

09/27/2021

Filename: 00 5512 MOU DOEE-DGS Amend 4 FTE (5233 5173 5099 4595) thru fy 22.docx

**ATTACHMENT 1a. STATEMENT OF WORK**  
**Amendment 4 DOEE-DGS P2 FTE - FY 22**

The Parties will perform the following task during the period of this MOU. All tasks are to be completed in accordance with the Budget in Attachment 2a.

The Project includes coordinating stormwater compliance at DGS-led Facilities and other responsibilities.

**Objective One- FTE Employee**

**A. Selection and Management of FTE**

DGS will perform the following tasks in order to prepare for this MOU.

1. Identify a senior staffer in the Facility Maintenance Division to manage the FTE so as to help meet DGS's federal Clean Water Act obligations.
2. Provide position announcement, selection criteria, and resumes for FTE to DOEE for approval.
3. Select a FTE who has experience in stormwater management.
4. Request DOEE approval of the selection.
5. Hire the selected FTE only after DOEE approval.
6. Ensure continuation of FTE position. If position opens, complete hiring process of replacement only after DOEE approval.

DOEE will participate in the selection by performing the following:

1. Review position announcement, selection criteria, and resumes.
2. Reviewing the selected FTE.
3. Reasonably determine whether to approve the selected FTE.

**B. Project Implementation**

The DGS FTE will undertake the following:

1. Coordinate stormwater compliance at DGS-led Facilities, including:
  - a. Obtaining and maintaining coverage from the EPA under the Multi-Sector General Permit (MSGP) for industrial stormwater runoff by ensuring permit requirements are met including routine self-inspections, quarterly visual stormwater monitoring, any additional monitoring required by EPA (such as benchmark or effluent limitation monitoring), annual report submitted to EPA by January 30 of each year, annual

stormwater pollution prevention plans (SWPPP) review, and annual employee training;

- b. Managing facility SWPPPs, including annual review, regular updates to document changes to staff and operations, and recordkeeping;
  - c. Responding to issues that are identified during self-inspections, regulatory inspections, and at other times by ensuring sufficient corrective action is taken, reported, and recorded so as to comply with local and federal stormwater regulations;
  - d. Helping to ensure facilities have necessary resources with which to implement their SWPPP, including:
    - i. Tools, materials, and/or equipment such as spill kits, drip pans, tarps, secondary containment pallets, and other items; and
    - ii. Maintenance contracts with which to maintain stormwater infrastructure and facility grounds, such as maintenance of filtration devices and mechanical sweeping of lots. Funding these maintenance contracts will hinge on DGS stormwater funding availability.
  - e. Coordinating SWPPP Team members, comprised of a team leader and other staff at the facility responsible for SWPPP implementation and including at least one person per shift, to ensure:
    - i. All facility SWPPPs are being fully implemented;
    - ii. Pertinent records are being shared with DGS and with the SWPPP Team;
    - iii. Compliance issues and corrective actions are clearly articulated; and
    - iv. Clear and articulated spill and leak response and reporting procedures.
2. Manage DGS consultants and contractors assisting with stormwater regulation compliance, including maintenance:
- a. Maintenance of stormwater infrastructure;
  - b. Management of the Pollution Prevention (P2) Database; and
  - c. Various project management tasks including District stormwater sampling for EPA Multi Sector General Permit covered facilities, Clean Water Construction projects, and other projects.
3. Coordinate annual stormwater training for all relevant DGS staff, contractors, subcontractors, and agents, and ensure training includes relevant topics required by Consent Order and District Municipal Separate Storm Sewer System (MS4) Permit. Staff that will need training include:
- a. SWPPP Team Members: The team of municipal employees, contractors and subcontractors and agents responsible for (a) maintenance and repair of controls; (b)

storage and handling of materials exposed to storm water; (c) monitoring; (d) inspecting; and (e) developing or documenting corrective actions;

- b. Facility managers/SWPPP Team leads: Individuals responsible for overseeing operations at a DGS-led Facilities;
- c. Other DGS personnel at District facilities that have responsibilities for monitoring, inspection, spill response, and identifying next steps to address the issues and prevent reoccurrence even if the facility does not have a SWPPP;
- d. The following employees, if not included above, who work in the following areas, and others as deemed necessary:
  - i. Relevant employees at District industrial facilities;
  - ii. Transportation planning and engineering;
  - iii. Road and utility crews;
  - iv. Construction-related activities (plan review, design, etc.);
  - v. Inspectors;
  - vi. Garage and mechanic crew;
  - vii. Fleet maintenance;
  - viii. Facility and building maintenance and janitorial services;
  - ix. Builders, design professionals, regulators, resource agencies and stakeholders focused on stormwater management/green technology practices; and
  - x. Other relevant employees identified in the District MS4 Permit or deemed necessary by DOEE.
- 4. Evaluate and elevate work order requests from District Critical Source Facilities to ensure they receive assistance needed to keep their facilities in compliance with stormwater regulations.
- 5. Coordinate the maintenance of stormwater infrastructure at DGS facilities.
- 6. Meet with DOEE monthly to discuss progress and modifications.
- 7. Provide yearly reconciliation of expenses as provided in the MOU.

**DOEE will undertake the following tasks:**

- 1. Assign a DOEE pollution prevention (P2) liaison for the FTE, and make that person available to work closely with the employee and sit at DGS headquarters two days a month.



2. Work with DGS to develop or review P2 materials, including but not limited to SWPPPs, training content, inspection documents, and other materials required for the activities described in Section B, tasks 1-6 above.
3. Provide technical direction to the employee in coordination with DGS Facility Maintenance Division staff.
4. Provide training to DGS employees on stormwater pollution prevention as requested.
5. Within 14 days review and either approve, or otherwise communicate regarding, DGS submitted matters for approval.
6. Timely transfer funds for the project to DGS and review annual reconciliation of funds provided by DGS.
7. Meet with DGS monthly to discuss progress and modifications.

## **Objective Two- P2 Database**

### **Project Implementation**

DGS undertake the following:

1. Complete the following P2 Database update and maintenance tasks:
  - a. Complete inspection form and make accessible to all users
  - b. Work through new inspection form updates and resolve errors
  - c. Develop and add Structural BMPs and Sewer Inlet Maintenance Log
  - d. Investigate and resolve issue with missing schedule of Non-Structural BMP's on facility's home page
  - e. Complete automation of automated bi-weekly notification to managers
  - f. Analysis of users, role definition and setup, apply permissions, and establish management dashboards
  - g. Update P2 database to reflect new 2021 MSGP requirements
  - h. Update SWPPP template and SWPPP form button to reflect the P2 Database architecture
  - i. Integrate Conga Signature component within the system to reflect MSGP requirements
  - j. Provide user support and system administration
  - k. Investigate and develop scope of work to integrate the Structural BMPs from DOEE's Stormwater Management QuickBase Database into the P2 Database

1. Investigate and develop scope of work to establish Contractor Portal (community portal)
  - i. Deploying a community portal to provide a self-service portal to DC DOEE vendors.
  - m. Procure and maintain all Salesforce licenses needed for P2 Database
2. Manage DGS consultants and contractors assisting with updates and maintenance and the P2 Database.

DOEE will undertake the following tasks:

1. Assign a DOEE pollution prevention (P2) liaison for the DGS Salesforce team to provide stormwater subject matter expertise.
2. Meet with DGS Salesforce team monthly, or as needed, to discuss progress and modifications.

Filename: 00 5512 Att. 1a SOW Amend 4 (4595) doee-dgs fte fy 22.docx



DATE: 9/28/2021

DUE DATE: 10/5/2021

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 OIG 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

CBP

9-28-21

**Resource Allocation**

WANDA JONES

WJ

09/28/2021

**Deputy Chief Operating Officer**

DANIELLE MEADORS

DM

09/28/2021

**Chief Administrative Officer**

MICHELLE DEE

MD

09/28/2021

**Agency Fiscal Officer**

ANTOINETTE HUDSON-BECKHAM

DLRS \_\_\_\_\_

# Office of the Director

<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			VA	09/28/2021
<b>General Counsel</b>	XAVIER BELTRAN			XB	09/28/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	09/28/2021

**Summary:** Attached for approval and signature is an MOU between the Department of General Services (DGS), Protective Services Division (PSD) and the Office of the Inspector General (OIG). As the requestor, OIG, is asking DGS/PSD to provide contract security for one (1) ASPO for their 100 M Street, SE office; 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 **\$75,233.79**.

**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


Office of the Inspector General




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:** Daniel W. Lucas   
Inspector General  
Office of the Inspector General

Jaime M. Yarussi   
Deputy Inspector General for Business Management  
Office of the Inspector General

**CC:** James Hurley  
Agency Fiscal Officer, Office of the Inspector General  
Office of the Chief Financial Officer

**DATE:** September 27, 2021

**SUBJECT:** Letter of Intent to Provide FY 2022 Funding for Contract Security Services

---

The Office of the Inspector General will provide funding for contract security services for the period of March 1, 2022, to September 30, 2022, on or before October 1, 2021.

The pertaining information for the request is as follows:

Seller: Department of General Services  
Buyer: Office of the Inspector General  
Amount: \$75,233.79  
Service Provided: Contract Security – 1 USPO  
Location(s): 100 M Street, SE

Agency Code	Index	PCA	Comp Object	Fund Type
AD0	30010	30010	0408	Local

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OFFICE OF THE INSPECTOR GENERAL  
AND  
DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION**

**I. INTRODUCTION**

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

OIG has requested contract security services from the DGS/PSD. DGS/PSD shall post an armed special police officer (ASPO) at 100 M Street, SE in Washington DC. See Attachment A for specific details.

**II. PROGRAM GOALS AND OBJECTIVES**

The OIG's mission is to promote economy, efficiency, and effectiveness, and to detect and deter fraud, waste, abuse, and mismanagement throughout the government.

**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 one (1) ASPO during the days and times specified in **Attachment A**. The officers' responsibilities shall include:

1. The ASPO will monitor the 10th floor lobby area at all times. All visitors will be pre-screened prior to entering the suite.
2. The ASPO will report directly to the Deputy Inspector General for Business Management pertaining to post specific inquiries.
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.
8. The ASPO will abide by all confidentiality requirements specified by OIG pertaining to employees and visitors.

## **B. RESPONSIBILITIES OF OIG UNDER THE MOU.**

1. The Deputy Inspector General for Business Management will work collaboratively and cooperatively with the ASPO and will perform due diligence in monitoring the ASPO, informing PSD of any absences or irregularities with the security staff.
2. OIG will work collaboratively with PSD on the development of a Post Order that fully encompasses the work of the ASPO(s).

## **IV. DURATION OF MOU**

The period of this MOU shall be from **March 1, 2022** 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, Sec. 1022(b)(4) effective Oct. 1, 2011 (codified as amended at D.C. Code § 10-551.01(b)(4) (Lexis current through Sept. 13, 2021)).

## **VI. FUNDING PROVISIONS**

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

1. Total cost for the services under this MOU shall not exceed seventy-five thousand, two-hundred and thirty-three dollars and seven-nine **cent (\$75,233.79)** 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 or hourly 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 OIG 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. OIG shall reserve the right to deny payment to DGS/PSD for services not provided pursuant to the terms of this MOU.
4. The OIG Inspector General and DGS Director, or their designees, shall



resolve all adjustments and disputes arising from services performed under this MOU. In the event 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 (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 OIG 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 OIG.

## **X. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU**

OIG or DGS/PSD 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;
- 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:

### **OFFICE OF THE INSPECTOR GENERAL**

Jaime M. Yarussi, M.S.  
Deputy Inspector General for Business Management  
Office of the Inspector General  
Government of the District of Columbia

717 14<sup>th</sup> Street, NW, 5<sup>th</sup> Floor  
Washington, DC 20005  
(202) 727-5064  
[jaime.yarussi@dc.gov](mailto:jaime.yarussi@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](mailto: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:

**OFFICE OF THE INSPECTOR GENERAL**

  
\_\_\_\_\_  
Daniel W. Lucas  
Inspector General

Date: 9/28/2021

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
  
Key: 0a418e062d79396a7731ec84dd19e1f

\_\_\_\_\_  
Keith A. Anderson  
Director

Date: 09/28/2021

FY22 100 M Street, SE   March 1, 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
100 M Street, SE	1&3	OIG	Monday - Friday	8:30 AM	5:30 PM	9	1	\$54.43	\$489.87	29	\$ 14,206.23
										Total:	\$ 14,206.23

FY22 100 M Street, SE   April 11, 2021 to Sept 30, 2021											
Site	Sector	Agency	Operational Days	Start Time	End Time	Hours per Day	ASPO	Hourly Rate	Daily Total	Days	Subtotal Cost
100 M Street, SE	1&3	OIG	Monday - Friday	8:30 AM	5:30 PM	9	1	\$56.04	\$504.36	121	\$ 61,027.56
Total:											\$ 61,027.56

Grandtotal:	\$ 75,233.79
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* Except Holidays
October 11th Indigenous Peoples' Day
November 11th Veterans' Day
November 25th Thanksgiving Day
December 24th Christmas Day
December 31st New Year's Day (1st is on Sat)
January 17th Martin Luther King, Jr. Day
February 21st President's Day
April 15th Emancipation Day
May 30th Memorial Day
July 4th Independence Day
September 5th Labor Day



## Office of the Director



DATE: 9/28/2021

DUE DATE: 10/5/2021

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

☐ Expedite Process

<b>DIVISION TITLE:</b> Protective Services Division  CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY  <b>DIVISION FUND IDENTIFIER:</b> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		<b>SUBJECT: FY22 MOU PSD – DGS MPD PFC (Operating)</b>	
<b>ORIGINATOR:</b>		<b>NAME:</b> Leila Gheitu <b>PHONE NUMBER:</b> (202)679-5011	
<b>TITLE</b>	<b>NAME</b>	<b>Director Received Date:</b>	
		<b>INITIAL</b>	<b>DATE</b>
<b>Training Specialist</b>	VENOLA JOHNSON		
<b>Applicable Associate Director</b>	CHRISTOPHER B. PRINCE, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA	C.B.P.	9/28/21
<b>Resource Allocation</b>	WANDA JONES	WJ	09/28/2021
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS	DM	09/28/2021
<b>Chief Administrative Officer</b>	MICHELLE DEE	MD	09/30/2021

DLRS \_\_\_\_\_

# Office of the Director

<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM				
<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			VA	09/30/2021
<b>General Counsel</b>	XAVIER BELTRAN			XB	09/30/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	09/30/2021

**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 asking MPD to facilitate the medical treatment of designated uniformed employees of DGS/PSD for clinical services, physicians, pre-employment drug screenings, and annual and/or random re-certification drug screenings at the Police and Fire Clinic. The term of this MOU is from “**date of execution to September 30, 2022**”, with a not to exceed the estimated fiscal cost of **\$47,392.96**.

**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**  
**METROPOLITAN POLICE DEPARTMENT**  
**And**  
**THE DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION**  
**FOR FISCAL YEAR 2021**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between the **District of Columbia, Metropolitan Police Department ("MPD")**, the "seller" agency, and the **District of Columbia Department of General Services ("DGS"), Protective Services Division ("PSD")** the "buyer" agency, collectively referred to herein as the "Parties".

**II. PROGRAM GOALS AND OBJECTIVES**

The Department of General Services, Protective Services Division ("DGS/PSD") provides 24-hour security and Special Police services that support District government operations, protection of employees, and facilities at approximately 840 District-owned and leased properties.

The MPD enters contracts, hires personnel, undertakes projects and provides services to maximize the efficiency of the public safety and justice agencies. By consolidating procurement and standardizing requirements, public safety agencies can maximize benefits from their budgets. This MOU seeks to capitalize on those efficiencies by allowing for shared services. MPD has contracted with PFC Associates, L.L.C. who operates the District of Columbia Police and Fire Clinic ("PFC").

PFC Associates, L.L.C., a joint partnership of with the Washington Hospital Center, will develop and practice innovative approaches to appraising, initiating, maintaining, and restoring the physical, psychological, and emotional health of police officers, special police officers, firefighters and other members covered in the District of Columbia who we serve. The Police and Fire Clinic (PFC) will provide high-quality, cost effective, state-of-the-art, and assessable patient-centered care and services according to national medical standard and guidelines.

As a result, the DGS/PSD seeks to enter this MOU to develop an operational program by which MPD, via its contact with PFC, will facilitate the medical treatment of designated uniformed employees of DGS/PSD for clinical services, physicians, pre-employment drug screenings and annual and/or random re-certification drug screenings.



### 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, the Parties do hereby agree to the following:

#### A. Requirements of DGS/PSD:

- 1) DGS/PSD agrees to the terms, projected cost and fund availability associated with MOU.
- 2) DGS/PSD agrees to provide a single point of collection of advance funds for each project as set forth under this MOU. DGS/PSD shall be responsible for submitting the advance to the MPD. The MPD will provide invoices as outlined in **Section VII.B.2** for monthly reconciliation(s).
- 3) Where DGS/PSD is required to process the advance, DGS/PSD agrees to submit the advance within ten (10) business days following the effective date of this MOU.
- 4) DGS/PSD agrees to process an advance of the projected costs to the MPD annually during the term of this MOU.
- 5) DGS/PSD shall remit an advance payment of **forty-seven thousand, three hundred ninety-two dollars and twenty-six cents (\$47,392.26)** to MPD to cover the actual occupational medical and/or emergency services provided to DGS/PSD officers. DGS/PSD will remit its payment within ten (10) days of the effective date of this MOU by submitting an executed Intra-District Standard Request ("IDSR") form to the MPD Office of Finance and Budget.
- 6) Within ten (10) days of the effective date of this MOU, DGS/PSD will provide to MPD a list of all uniformed DGS/PSD officers. The list will contain officers' names and such other required information as determined by the Parties and will be updated on a quarterly basis.
- 7) DGS/PSD shall reimburse MPD for reasonable expenses for the services it provides solely to DGS/PSD not ordinarily provided, or as otherwise agreed upon by the Parties pursuant to an amendment or modification to this MOU.

#### B. Requirements of MPD:

- 1) MPD shall provide to the point of contact identified in **Section XIII** of this MOU, a monthly report that indicates the status of services covered under this MOU. The report shall provide information regarding the total advance received by MPD; the year-to-date expenditures booked to the project. The remaining balance of the advance and a year-end projection of expenditures for the goods and services as set for in this MOU.
- 2) MPD shall provide copies of invoices paid against the advance for the goods and services provided under this MOU. A fee-for-service price schedule is attached to this agreement.
- 3) Any portion of the advance from DGS/PSD not used for the payment of services defined by this MOU will be returned to DGS/PSD by MPD after all monthly invoices have been received.
- 4) MPD shall authorize and facilitate the use of the Police and Fire Clinic facility by DGS/PSD Officers.
- 5) All medical services provided to DGS/PSD officers under the terms of this section will be coordinated through the MPD PFC Liaison, which is in the PFC Facility at 920 Varnum Street, NE, Washington, DC.
- 6) MPD through the PFC will provide all occupational medical and/or emergency services for all DGS/PSD officers in accordance with its contract with PFC.
- 7) MPD will safeguard and protect all personal information regarding DGS/PSD officers pursuant to applicable HIPPA and privacy laws.
- 8) MPD must provide the projected and actual cost of providing the services under this MOU.

#### **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 date as services is needed to implement any service request of the Buyer during FY21. This MOU will be modified or supplemented to provide the total cost to be transferred by the Buyer to the MPD, to cover all further agreed-upon costs, for additional services that the MPD will provide to the Buyer.

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

D.C. Official Code § 1-301.01(k); D.C. Code § 10-551.02(6); D.C. Code §5-101.03; the Department of General Services Establishment Act of 2011, (D.C. Law 19-0021) September 14, 2011.

## **VI. RECORDS AND REPORTS**

This MOU designates DGS/ HR to act as the custodian of records for DGS/ HR employees. DGS/ HR shall maintain employee records, including all medical reports, diagnoses and plans of action in accordance with all applicable HIPPA and privacy laws. Upon the District of Columbia's request, DGS/ HR shall make these documents available for inspection by duly authorized District representatives and other officials as may be required by or necessary to comply with the law. The DGS/HR poc is: Kala Sharp, Human Resources Specialist, Department of General Services, 2000 14<sup>th</sup> Street, NW – 5<sup>th</sup> Floor, Washington, DC 20009, Office: 202-671-0558, Cell: 202-359-2058, Fax: 202-442-9469, Email: Kala.Sharp@dc.gov.

## **VII. FUNDING PROVISIONS**

### **A. COSTS OF SERVICES**

Total cost for services under this MOU shall not exceed **forty-seven thousand, three hundred ninety-two dollars and twenty-six scents (\$47,392.26)**.

### **B. PAYMENT**

1. Payment for goods and services under this MOU shall be made through Intra-District advance by DGS/PSD to MPD based on the accrual cost of services provided under this MOU.
2. MPD shall submit monthly invoices and reconciliations to DGS/PSD of total hours expended and/or the actual costs of services, if necessary.
3. Advances to MPD for the actual costs of services to be provided shall not exceed **forty-seven thousand, three hundred ninety-two dollars and twenty-six scents (\$47,392.26)**.
4. MPD will require payment in advance and bill DGS/PSD through the Intra-District process only for those services actually provided pursuant to the term of this MOU; and, MPD will return any excess advance funds to DGS/PSD by **September 30** 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 provision of : (i) the federal Anti-Deficiency Act, 31 U.S. C §§1341, 1342, 1349, 1351; (ii) District of Columbia Anti- Deficiency Act, D.C. Official Code §§47-355.01-355.08 (2001), (iii) D.C Official Code §47-105 (2001), and (iv) D.C. Official Code §1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

#### **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 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. CONFIDENTIALITY OF RECORDS**

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 associated with the performance of this MOU shall remain in the property of the District of Columbia.

#### **X. TERMINATION**

Any Party may terminate this MOU in whole or in part by providing thirty (30) calendar advanced written notice.

#### **XI. MODIFICATIONS**

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

#### **XII. RESOLUTION OF DISPUTES**

- A. Conflicts concerning services provided by MPD under this MOU will be resolved through the MPD Police and Fire Clinic Liaison, who is authorized to resolve all conflicts which arise under MPD's contract with PFC. Without the express authorization and approval by the MPD Police and Fire Clinic Liaison, DGS/PSD is prohibited from dealing directly with the PFC staff and officials about conflicts which arise relating to the medical services provided.

1. All conflicts concerning payment by DGS/PSD for medical services rendered under this MOU will be resolved in accordance with **Section VII** of this MOU.
  2. Notwithstanding the provisions of **Section III** of this MOU concerning payment from DGS/PSD for services rendered by MPD, when conflicts arise about medical services rendered in accordance with this section DGS/PSD is preclude from withholding payment for such medical services while the conflict is being resolved through appropriate channels.
  3. Upon resolution of conflicts concerning payments for medical services, MPD will make the appropriate adjustments for DGS/PSD's account according to the terms of the resolution.
- B.** Except for the means described in **Section XII(A)**, any disagreement as to the execution of services or provisions that have not been specifically addressed and any discrepancies in the MOU will immediately resolved on an interim basis by MPD and DGS/PSD Liaison. If they fail to reach prompt agreement the matter will be called to the immediate attention of the MPD watch commander or appropriate administrative staff, or support director who will resolve the issue so that the most effective service will be rendered. In such cases, DGS/PSD will formally address the issue with MPD so that an addendum to the MOU can be initiated.

### **XIII. NOTICE**

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

**Department of General Services, Protective Services Division:**

Joseph A. Brown  
Captain  
Protective Services Division  
Department of General Services  
64 New York Avenue, NE 4<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 698-8669 cell 202-870-4847  
[Joseph.brown2@dc.gov](mailto:Joseph.brown2@dc.gov)

**Metropolitan Police Department:**

Matthew Miranda

Director

Medical Services Division

Metropolitan Police Department

920 Varnum Street, NE

Washington, DC 20017

(202) 854-7416-Office

[Matthew.Miranda@dc.gov](mailto:Matthew.Miranda@dc.gov)

**XIV. COMPLIANCE AND MONITORING**

As this MOU is funded by District funds and the Intra-District transfer process, the seller agency will be subject to scheduled monitoring reviews to ensure compliance with all applicable requirements.

**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 General Services**

eSigned via SeamlessDocs.com  
  
Key: 303a8d98f2bf194f097c7b3771af5286

\_\_\_\_\_  
Keith A. Anderson  
Director

09/30/2021

\_\_\_\_\_  
Date

**Metropolitan Police Department**

\_\_\_\_\_  
Robert, J. Contee III  
Acting Chief of Police

\_\_\_\_\_  
Date

**B.6.5 FEE-FOR-SERVICE FEE SCHEDULE** as described in Sections C.3.4.1.1 and C.3.4.1.2

Contract Line Item No. (CLIN)	Services-for Eligible Employees not covered in Capitation Rate	Per Unit Cost	Estimated Quantity	Estimated Price
3005	Blood Tests	\$23.20	25	\$580.00
3005AA	Urine Tests	\$8.18	25	\$204.50
3005AB	Profile Tests	\$9.53	15	\$142.95
3005AC	EKG Test	\$212.73	15	\$3,190.95
3005 AD	Spirometer Test	\$209.41	15	\$3,141.15
3005AE	Vision Screening	\$21.27	15	\$319.05
3005AF	Chest X-ray	\$81.90	15	\$1,228.50
3005AG	General Physical Exam	\$711.91	15	\$10,678.65
3005AH	Psychological Examination	\$425.45	15	\$6,381.75
3005AI	Urgent Care for Performance of Duty Injuries	\$240.76	15	\$3,611.40
3005AJ	Fitness for Duty Exams	\$2,944.29	4	\$11,777.16
3005AK	Flu Shots	\$41.12	15	\$616.80
3005AL	Tetanus Shots	\$41.12	15	\$616.80
3005AM	Hepatitis Shots	\$41.12	15	\$616.80
3005AN	Tuberculosis PPD Test	\$63.30	15	\$949.50
3005AO	Lead Level Testing	\$62.91	15	\$943.65
3005AP	Follow Up Visit	\$130.71	15	\$1,960.65
3005AQ	Drug Screen	\$21.60	20	\$432.00
2005AR	COVID Treatment			Reimbursement
2005AS	PFB Treatment			Reimbursement
Occupational and Ancillary Healthcare Services for a max of 450 Employees	Not To Exceed Cost for B.6.5			\$47,392.26





**DATE: September 29, 2021****DUE DATE: October 1, 2021****DEADLINE DATE: Sep. 30, 2021**** Expedite Process**

<b>DIVISION TITLE:</b>  <u><b>CAPITAL CONSTRUCTION</b></u> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCES, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY  <u><b>CCD - Capital</b></u> <b>DIVISION FUND IDENTIFIER:</b> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)	<b>SUBJECT:</b>  <b>FY22</b>  <b>Capital Construction Division (CCD) – Capital</b>  Memorandum of Understanding Between The Office of the Chief Technology Officer (OCTO) and The Department of General Services (DGS)  <a href="#">background DLRS 3798</a>			
<b>ORIGINATOR:</b>	<b>NAME: Agyei Hargrove</b> <b>PHONE NUMBER: 202-360-3728</b>			
<b>TITLE</b>	<b>NAME</b>			<b>Director Received Date:</b>
			<b>INITIAL</b>	<b>DATE</b>
<b>Training Specialist</b>	VENOLA JOHNSON			
<b>Applicable Associate Director</b>	RALPH MCLEAN, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA		TBM	09/29/2021
<b>Resource Allocation</b>	WANDA JONES		WJ	09/29/2021
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS		DM	09/29/2021
<b>Chief Administrative Officer</b>	MICHELLE DEE		MD	09/29/2021

<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM				
<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			KW	09/29/2021
<b>General Counsel</b>	XAVIER BELTRAN			XB	09/29/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	09/30/2021

**Summary:**

DGS entered a MOU on or about September 23, 2021; with OCTO to obtain IT installation services from the DC-Net program; within OCTO; for the FEMS presence at its PR Harris location. FEMS IT has requested relocation of its personnel housed in PR Harris to the first (1<sup>st</sup>) floor of the building due to a Charter School moving into FEMS' existing location. FEMS will need to maintain access to all network resources it had prior to this move.

In accordance with Section V of the MOU, the Parties seek to memorialize the exercise of Year 1 of the option period. The duration of this MOU shall be for Fiscal Year 2022. This MOU shall begin on the date of execution and shall expire on September 30, 2022; unless terminated in writing by the Parties prior to the expiration date.

**For all documents:****Title of Document:****Contracting Party (if applicable):****For Portfolio Division documents only:****Realty Specialist:****Attorney Assigned (if applicable):****The 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  
OFFICE OF THE CHIEF TECHNOLOGY OFFICER**



**OPTION YEAR EXERCISE – YEAR 1**

**I. PARTIES.**

The District of Columbia Office of the Chief Technology Officer, the central information technology and telecommunications agency in the District of Columbia Government (hereinafter referred to as “OCTO” or “Seller Agency”), and District of Columbia of the Department of General Services (hereinafter referred to as “DGS” or “Buyer Agency”), entered into a Memorandum of Understanding for telecommunications services on or about September 23, 2021 (“MOU,” attached hereto as Exhibit A and incorporated by reference as if fully set forth herein). DGS and OCTO may be referred to hereinafter individually as a “Party” or collectively as “Parties.”

**II. OPTION YEAR EXERCISE.**

In accordance with Section V of the MOU, the Parties seek to memorialize the exercise of Year 1 of the option period.

Pursuant to Section VII of the MOU, the Parties mutually agree to amend Section V, Duration of MOU, to read as follows:

The duration of this MOU shall be for Fiscal Year 2022, and shall begin on the later of either October 1, 2021, or the last date of execution by the Parties. This MOU shall expire on September 30, 2022, unless terminated in writing by the Parties prior to its expiration pursuant to Section XI of this MOU.

The Parties may extend the period of this MOU by exercising a maximum of (1) one-year option periods. Option periods may consider a fiscal year, a fraction thereof, or multiple successive fractions of a year. The Buyer Agency shall provide the Seller Agency with written notice of its intent to exercise an option period, as well as an itemized description of services sought for the option period, at least thirty (30) days prior to the expiration of the initial term or option period of this MOU. In the event such an option is sought to be exercised by the Buyer Agency, the Seller Agency shall memorialize the option year and corresponding services, which shall be executed by both Parties in such form as to be prescribed by the Seller Agency. The cost of services in subsequent years shall be subject to the Seller Agency’s then-prevailing rates.

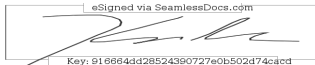
**III. INCORPORATION.**

Upon the full execution of this Option Year Exercise, the above-noted section will become incorporated into the MOU, and all remaining terms and conditions of the MOU shall remain in force and effect.

## SIGNATURES

The Parties, through their duly authorized representatives, have hereby executed this Option Year Exercise – Year 1 as follows:

### DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES



eSigned via SeamlessDocs.com  
Key: 918664d3d28524390727e0b502d74c4ed

09/30/2021

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*Keith A. Anderson*  
Director

---

Date

### DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER

---

*Lindsey V. Parker*  
Chief Technology Officer

---

Date

**DATE: 10/7/2021****DUE DATE:** \_\_\_\_\_**DEADLINE DATE:** \_\_\_\_\_***Expedite Process***

<b>DIVISION TITLE:</b>		<b>SUBJECT:</b> FY22 DGS DHS MOU Amendment	
<b>PSD</b> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY  <b>DIVISION FUND IDENTIFIER:</b> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)			
<b>ORIGINATOR:</b>		<b>NAME:</b> Silverio Ramirez <b>PHONE NUMBER:</b> 202.390.1751	
<b>TITLE</b>	<b>NAME</b>	<b>Director Received Date:</b>	
		<b>INITIAL</b>	<b>DATE</b>
<b>Training Specialist</b>	VENOLA JOHNSON		
<b>Applicable Associate Director</b>	RALPH MCLEAN, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA		
<b>Resource Allocation</b>	WANDA JONES		
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS	DM	10/12/2021
<b>Chief Administrative Officer</b>	MICHELLE DEE	MD	10/12/2021
<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM		

DLRS \_\_\_\_\_

# Office of the Director

<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS				
<b>General Counsel</b>	XAVIER BEL TRAN			XB	10/12/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	10/13/2021

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**Summary:**

DHS and DGS entered into an MOU on June 3, 2021. The Parties now desire to modify the MOU to increase the FY2021 funding among by one million seven hundred nineteen thousand two hundred sixty-two dollars and eighty cents (\$1,719,262.80).

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**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)

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**Date Document Executed:** \_\_\_\_\_

☐ ELMO



**MODIFICATION NO. ONE  
TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN SERVICES  
AND  
THE DEPARTMENT OF GENERAL SERVICES**

Memorandum of Understanding (MOU) dated June 3, 2021, was entered into between the District of Columbia (District) Department of Human Services, the buyer agency (DHS) and the Department of General Services, the seller agency (DGS), collectively referred to herein as the "Parties."

The Parties now desire to modify the MOU to increase the Fiscal Year (FY) 2021 funding amount by **one million seven hundred nineteen thousand two hundred sixty-two dollars and eighty cents (\$1,719,262.80)**, to expand COVID-19 shelter operations at the Pat Handy Shelter, located at 810 5<sup>th</sup> Street Washington DC, 20001, and to cover the additional cost associated with providing homeless services at the Valley Place Shelter located at 1355 Valley Place SE, Washington, DC 20020.

- I. Section III, SCOPE OF SERVICES, Sub-Section B. 3.,** is hereby deleted and replaced with the following:

"3. Transfer an aggregate amount not to exceed six million six hundred ninety-two thousand four hundred sixty-four dollars and fifty-seven cents (\$6,692,464.57) to DGS for security and janitorial services as specified in Exhibit A and Attachment B.

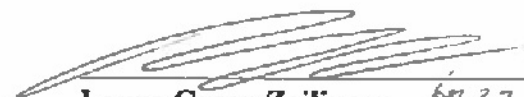
- II. Section VI. FUNDING PROVISIONS, Sub-section A. 1.** is hereby deleted and replaced with the following:

"1. Total cost for goods and services under this MOU shall not exceed six million six hundred ninety-two thousand four hundred sixty-four dollars and fifty-seven cents (\$6,692,464.57) for Fiscal Year (FY) 2021. Funding for the services shall not exceed the actual cost of the services, based on the information provided in Exhibit A and Attachment B hereto attached and incorporated by reference.

All other terms and conditions of the MOU shall remain the same.

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

**Department of Human Services**

  
**Laura Green Zeilinger** *6/22* Date: 7/30/21

**Department of General Services**

eSigned via SeamlessDocs.com  
*Keith A. Anderson*  
Key: b4b4b54403fba672d02f28bfd3f7deed

**Keith A. Anderson**  
**Director**

Date: **9/30/2021**

**Security Guard Services Sector 1 and 3**  
**DCAM-17-NC-0007**  
**Task Order Number 38**  
**Exhibit A**

Site	Sector	Post	Agency	Purpose	Operational Days	Start Time	End Time	Hours Per Day	AGPO/UFPO	Hourly Rate	Daily Total	Days	Subtotal Cost
201 N St SW - Ring Greenleaf Rec Center	1&3	Entrance	DHS	Secure Rec Center	11.17.2020-11.18.2020	7:00 PM	11:00 PM	4	3	50.73	608.76	1	\$ 608.76
201 N St SW - Ring Greenleaf Rec Center	1&3	Entrance	DHS	Secure Rec Center	11.17.2020-11.18.2020	7:00 PM	11:00 PM	4			150.24	1	\$ 150.24
201 N St SW - Ring Greenleaf Rec Center	1&3	Rowing	DHS	Secure Rec Center	11.17.2020-11.18.2020	7:00 AM	7:00 AM	8	2	50.73	811.68	1	\$ 811.68
201 N St SW - Ring Greenleaf Rec Center	1&3	Sleep Area	DHS	Secure Rec Center	11.17.2020-11.18.2020	11:00 PM	7:00 AM	8			300.48	1	\$ 300.48
201 N St SW - Ring Greenleaf Rec Center	1&3	Entrance	DHS	Secure Rec Center	11.18.2020 - 4.10.2021	7:00 AM	11:00 PM	16	3	50.73	2435.04	145	\$ 353,080.80
201 N St SW - Ring Greenleaf Rec Center	1&3	Entrance	DHS	Secure Rec Center	11.18.2020 - 4.10.2021	7:00 AM	11:00 PM	16			600.96	145	\$ 87,139.20
201 N St SW - Ring Greenleaf Rec Center	1&3	Rowing	DHS	Secure Rec Center	11.18.2020 - 4.10.2021	11:00 PM	7:00 AM	8	1	50.73	405.84	145	\$ 58,846.80
201 N St SW - Ring Greenleaf Rec Center	1&3	Sleep Area	DHS	Secure Rec Center	11.18.2020 - 4.10.2021	11:00 PM	7:00 AM	8	1	50.73	405.84	145	\$ 58,846.80
<b>SUBTOTAL</b>													<b>\$ 559,784.76</b>

Site	Sector	Post	Agency	Purpose	Operational Days	Start Time	End Time	Hours Per Day	AGPO/UFPO	Hourly Rate	Daily Total	Days	Subtotal Cost
640 10th St NE - Sherwood Rec Center	1&3	Entrance	DHS	Secure Rec Center	11.5.2020 - 4.10.2021	7:00 AM	11:00 PM	16	2	50.73	1633.36	157	\$ 254,867.52
640 10th St NE - Sherwood Rec Center	1&3	Entrance	DHS	Secure Rec Center	11.5.2020 - 4.10.2021	7:00 AM	11:00 PM	16			600.96	157	\$ 94,350.72
641 10th St NE - Sherwood Rec Center	1&3	Entrance	DHS	Secure Rec Center	11.5.2020 - 4.10.2021	11:00 PM	7:00 AM	8	1	50.73	405.84	157	\$ 63,716.88
640 10th St NE - Sherwood Rec Center	1&3	Rowing	DHS	Secure Rec Center	11.5.2020 - 4.10.2021	11:00 PM	7:00 AM	8	1	50.73	405.84	157	\$ 63,716.88
<b>SUBTOTAL</b>													<b>\$ 476,652.00</b>

Site	Sector	Post	Agency	Purpose	Operational Days	Start Time	End Time	Hours Per Day	AGPO/UFPO	Hourly Rate	Daily Total	Days	Subtotal Cost
2500 Georgia Ave NW - Banneker Rec Center	2	Entrance	DHS	Secure Rec Center	11.1.2020 - 4.10.2021	7:00 AM	11:00 PM	16	3	44.92	2156.16	161	\$ 347,241.76
2500 Georgia Ave NW - Banneker Rec Center	2	Entrance	DHS	Secure Rec Center	11.1.2020 - 4.10.2021	7:00 AM	11:00 PM	16			538.08	161	\$ 86,630.88
2500 Georgia Ave NW - Banneker Rec Center	2	Basement	DHS	Secure Rec Center	11.1.2020 - 4.10.2021	11:00 PM	7:00 AM	8	1	44.92	359.36	161	\$ 57,856.96
2501 Georgia Ave NW - Banneker Rec Center	2	Basement	DHS	Secure Rec Center	11.1.2020 - 4.10.2021	11:00 PM	7:00 AM	8			269.04	161	\$ 43,315.44
2500 Georgia Ave NW - Banneker Rec Center	2	Rowing	DHS	Secure Rec Center	11.1.2020 - 4.10.2021	11:00 PM	7:00 AM	8	1	44.92	359.36	161	\$ 57,856.96
<b>SUBTOTAL</b>													<b>\$ 592,802.00</b>

DCAM-17-NC-0007  
Task Order Number 38  
Exhibit A

Site	Sector	Post	Agency	Purpose	Operational Days	Start Time	End Time	Hours Per Day	ASPO Hourly Rate	SO	Daily Total	Days	Subtotal Cost
1401 7th St NW - Kennedy Rec Center	2	Entrance	DHS	Secure Rec Center	11.5.2020	3:00 PM	11:00 PM	8	2	44.92	718.72	1	\$ 718.72
1402 7th St NW - Kennedy Rec Center	2	Entrance	DHS	Secure Rec Center	11.5.2020	3:00 PM	11:00 PM	8		1	269.04	1	\$ 269.04
1401 7th St NW - Kennedy Rec Center	2	Entrance	DHS	Secure Rec Center	11.6.2020 - 4.10.2021	7:00 AM	11:00 PM	16	3	44.92	2156.16	156	\$ 336,360.96
1401 7th St NW - Kennedy Rec Center	2	Entrance	DHS	Secure Rec Center	11.6.2020 - 4.10.2021	7:00 AM	11:00 PM	16		1	534.08	156	\$ 83,940.48
1401 7th St NW - Kennedy Rec Center	2	Rowing	DHS	Secure Rec Center	11.6.2020 - 4.10.2021	11:00 PM	7:00 AM	8	2	44.92	718.72	156	\$ 112,120.32
1401 7th St NW - Kennedy Rec Center	2	Sleep Area	DHS	Secure Rec Center	11.6.2020 - 4.10.2021	11:00 PM	7:00 AM	8		1	269.04	156	\$ 41,970.24
<b>SUBTOTAL</b>													<b>\$ 575,379.76</b>

Site	Sector	Post	Agency	Purpose	Operational Days	Start Time	End Time	Hours Per Day	ASPO Hourly Rate	SO	Daily Total	Days	Subtotal Cost
2210 Adams Place NE	1&3	Entrance	DHS	Secure Site	10.15.2020 - 4.10.2021	7:00 AM	7:00 AM	24	4	50.73	4870.08	137	\$ 667,200.96
2210 Adams Place NE	1&3	Entrance	DHS	Secure Site	10.15.2020 - 4.10.2021	7:00 AM	7:00 AM	24		1	37.56	137	\$ 123,497.28
<b>SUBTOTAL</b>													<b>\$ 790,698.24</b>

Site	Sector	Post	Agency	Purpose	Operational Days	Start Time	End Time	Hours Per Day	ASPO Hourly Rate	SO	Daily Total	Days	Subtotal Cost
1310 Childress St NE - Trinidad Rec Center	1&3	Entrance	DHS	Secure Rec Center	12.8.2020	5:00 PM	11:00 PM	6	1	50.73	529.74	1	\$ 529.74
	1&3	Entrance	DHS	Secure Rec Center	12.8.2020	7:00 PM	11:00 PM	4	1	50.73	202.92	1	\$ 202.92
	1&3	Entrance	DHS	Secure Rec Center	12.8.2020	11:00 PM	7:00 PM	8	2	50.73	811.68	1	\$ 811.68
1310 Childress St NE - Trinidad Rec Center	1&3	Entrance	DHS	Secure Rec Center	12.9.2020 - 4.10.2020	7:00 AM	3:00 PM	8	2	50.73	1112.16	122	\$ 135,681.52
1310 Childress St NE - Trinidad Rec Center	1&3	Entrance	DHS	Secure Rec Center	12.9.2020 - 4.10.2020	3:00 PM	11:00 PM	8	2	50.73	1112.16	122	\$ 135,681.52
1310 Childress St NE - Trinidad Rec Center	1&3	Entrance	DHS	Secure Rec Center	12.9.2020 - 4.10.2020	11:00 PM	7:00 PM	8	2	50.73	811.68	122	\$ 99,024.96
<b>SUBTOTAL</b>													<b>\$ 371,936.34</b>

Site	Sector	Post	Agency	Purpose	Operational Days	Start Time	End Time	Hours Per Day	ASPO Hourly Rate	SO	Daily Total	Days	Subtotal Cost
2901 20th St NE - Langdon Rec Ctr	1&3	Entrance	DHS	Secure Rec Center	1.12.2021	7:00 PM	8:00 AM	13	6	50.73	3956.94	1	\$ 3,956.94
2901 20th St NE - Langdon Rec Ctr	1&3	Entrance	DHS	Secure Rec Center	1.12.2021	7:00 PM	8:00 AM	13		2	976.56	1	\$ 976.56
2901 20th St NE - Langdon Rec Ctr	1&3	Entrance	DHS	Secure Rec Center	1.13.2021 - 3.31.2021	8:00 AM	8:00 AM	24	6	50.73	7305.12	47	\$ 343,340.64
2901 20th St NE - Langdon Rec Ctr	1&3	Entrance	DHS	Secure Rec Center	1.13.2021 - 3.31.2021	8:00 AM	8:00 AM	24		2	1802.88	47	\$ 84,733.36
<b>SUBTOTAL</b>													<b>\$ 433,006.50</b>



**Exhibit B**

<b>Purchase Orders</b>		
<b>PO#</b>	<b>P.O.Title</b>	<b>Amount</b>
PO639883	DHS Hypothermia Janitorial Svc 2/1/21-4/30/21	552,931.20
PO635184	DHS Hypothermia Janitorial SVC 11/1/20-1/31/21	543,710.16
PO640775	DHS Hypothermia Janitorial Services 2/1/21-2/5/21	28,698.13
PO638857	DHS Hypothermia Janitorial Services 1/1/21-1/31/21@Langdon Rec	47,599.68
	DHS Valley Place Services	398,249.84
	Sub-total	1,571,189.01

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES,  
AND  
DEPARTMENT OF HUMAN SERVICES  
FOR  
FISCAL YEAR 2021**

**I. INTRODUCTION**

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

DHS has requested contract security guard services at District homeless shelters from the DGS Protective Services Division (PSD) and additional janitorial services at District homeless shelters/hypothermia centers from DGS. DGS/PSD shall post armed/unarmed Contract Special Police Officers (collectively referred to herein as “Officers”) at District homeless shelter sites/hypothermia centers located in Washington, D.C. as specified in **Exhibit A** hereto attached and incorporated by reference, and DGS shall provide additional janitorial services at District homeless shelters/hypothermia centers located in Washington DC as specified in **Attachment B** hereto attached and incorporated by reference.

The purpose of this MOU is to transfer funding from DHS/FSA to DGS to pay for appropriate DGS personnel and Officers, as needed, in the District’s homeless shelters, as specified in **Exhibit A** hereto attached and incorporated by reference and to provide additional janitorial services in the District’s homeless shelters as specified in **Attachment B** hereto attached and incorporated by reference.

**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. FSA is the administration within DHS that provides protection, intervention and social services, including services such as shelter and homelessness prevention in the District, to meet the needs of vulnerable adults and families to help reduce risk and promote self-sufficiency.

DGS’ mission is to build, maintain, and sustain the District’s real estate portfolio, which includes more than 157 million square feet of land and 35.7 million square feet of state-of-the-art facilities in Washington, DC. This work allows the agency to foster economic viability, environmental stewardship, and equity across all eight (8) wards.



### **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**

DGS/PSD shall post the specified number and type (unarmed/armed) of Officers on the days and times specified in **Exhibit A**.

The Officers responsibilities shall include:

1. Conducting periodic roving foot patrols.
2. Responding to all duress incidents, taking immediate action to de-escalate disruptive activity and maintaining the proper decorum in the area.
3. Appropriately responding to the observation or report of suspicious, emergency and criminal activities.
4. Advising a supervisor and the PSD Watch Commander at 202-727-8031, of suspicious activity, offenses and/or incidents.
5. Ensuring a verbal report on all unusual incidents will be given to the PSD Watch Commander, followed by a written Incident Report which shall be forwarded electronically to the Contract Administrator and applicable DHS supervisor prior to the end of the tour of duty.
6. Refraining from socializing with facility staff or visitors and ensuring constant security presence throughout the day.

DGS shall provide janitorial services as specified in **Attachment B**.

1. DGS shall provide janitorial services at District homeless shelters or hypothermia shelters as specified in **Attachment B**.

#### **B. RESPONSIBILITIES OF DHS**

1. DHS/FSA Managers shall work collaboratively and cooperatively with the Officers, informing PSD of any absences or irregularities with the Officers.
2. DHS/FSA shall work collaboratively with DGS/PSD on the development of Post Orders for each location that fully encompasses the work of the Officers.
3. Transfer an aggregate amount not to exceed four million nine hundred seventy-three thousand two hundred one dollars and seventy-seven cents (\$4,973,201.77) to DGS for security and janitorial services as specified in **Exhibit A** and **Attachment B**.

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

The period of this MOU shall be from October 1, 2020, through September 30, 2021, 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, effective September 14, 2011 (D.C. Law 19-21, D.C. Official Code § 10-551.01, *et seq.*); the Homeless Services Reform Act of 2005 (HSRA), effective October 22, 2005 (D.C. Law 16-35; D.C. Official Code § 4-751.01 *et seq.*), as amended; and any other applicable District or federal law and regulation.

## VI. FUNDING PROVISIONS

### A. COST SERVICES

1. Total cost for goods and services under this MOU shall not exceed four million nine hundred seventy-three thousand two hundred one dollars and seventy-seven cents (\$4,973,201.77) for Fiscal Year (FY) 2021. Funding for the services shall not exceed the actual cost of the services, based on the information provided in **Exhibit A** and **Attachment B** hereto attached and incorporated by reference.
2. The estimated cost of this MOU is based on a total cost of services agreed upon, as outlined in **Exhibit A** and **Attachment B**, during the term of this MOU.
3. In cases where DGS/PSD does not provide services for the number of days or hours specified in the MOU and **Exhibit A** and **Attachment B**, payment to DGS/PSD shall be reduced to reflect the actual number of days or hours worked by the Officers at the rates provided in **Exhibit A**.
4. In cases where DGS does not provide services specified in the MOU, payment to DGS shall be reduced to reflect the actual services provided in **Exhibit A** and **Attachment B**.
5. 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 in parts or in whole shall be made via Intra District funds transfer by DHS to DGS based on advanced requests submitted by DGS.
2. Payment to DGS for the services to be performed shall not exceed the amount of this MOU.
3. DHS reserves the right to deny payments to DGS for services not provided pursuant to the terms of this MOU.
4. The Directors of DHS and DGS, 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 in 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 will be subject to scheduled and unscheduled monitoring reviews by the District to ensure compliance with all applicable requirements.

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

DGS 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 the 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 District 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 the DHS.

## **XI. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU**

DHS 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 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**

### **DEPARTMENT OF GENERAL SERVICES**

The Following individual is the contact point for DGS under this MOU:

Michelle Dee  
Chief Administrative Officer  
Department of General Services  
2000 14<sup>th</sup> Street NW  
Phone: (202) 596-7827  
E-mail: [michelle.dee@dc.gov](mailto:michelle.dee@dc.gov)

### **DEPARTMENT OF HUMAN SERVICES**

The Following individual is the contact point for DHS under this MOU:

Lisa Franklin  
Capital Projects Operations Manager  
Department of Human Services  
64 New York Avenue NE  
Washington DC 20002  
Phone: (202) 671-4401  
E-mail: [lisa.franklin@dc.gov](mailto:lisa.franklin@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:  
**DISTRICT DEPARTMENT OF GENERAL SERVICES**

  
Keith A. Anderson, Director

Date: 06/03/2021

\_\_\_\_\_  
Keith A. Anderson  
Director

**DISTRICT DEPARTMENT OF HUMAN SERVICES**

 *for LZ*

Date: 05/27/2021

\_\_\_\_\_  
Laura Green Zeilinger  
Director

**Security Guard Services Sector 1 and 3**  
**DCAM-17-NC-0007**  
**Task Order Number 38**  
**Exhibit A**

Site	Sector	Post	Agency	Purpose	Operational Days	Start Time	End Time	Hours Per Day	ASPO/USPO	Hourly Rate	SO	Hourly Rate	Daily Total	Days	Subtotal Cost
201 N St SW - King Greenleaf Rec Center	1&3	Entrance	DHS	Secure Rec Center	11.17.2020-11.18.2020	7:00 PM	11:00PM	4	3	50.73			608.76	1	\$ 608.76
201 N St SW - King Greenleaf Rec Center	1&3	Entrance	DHS	Secure Rec Center	11.17.2020-11.18.2020	7:00 PM	11:00 PM	4			1	37.56	150.24	1	\$ 150.24
201 N St SW - King Greenleaf Rec Center	1&3	Roving	DHS	Secure Rec Center	11.17.2020-11.18.2020	11:00 PM	7:00 AM	8	2	50.73			811.68	1	\$ 811.68
201 N St SW - King Greenleaf Rec Center	1&3	Sleep Area	DHS	Secure Rec Center	11.17.2020-11.18.2020	11:00 PM	7:00 AM	8			1	37.56	300.48	1	\$ 300.48
201 N St SW - King Greenleaf Rec Center	1&3	Entrance	DHS	Secure Rec Center	11.18.2020 - 4.10.2021	7:00 AM	11:00PM	16	3	50.73			2435.04	145	\$ 353,080.80
201 N St SW - King Greenleaf Rec Center	1&3	Entrance	DHS	Secure Rec Center	11.18.2020 - 4.10.2021	7:00 AM	11:00 PM	16			1	37.56	600.96	145	\$ 87,139.20
201 N St SW - King Greenleaf Rec Center	1&3	Roving	DHS	Secure Rec Center	11.18.2020 - 4.10.2021	11:00 PM	7:00 AM	8	1	50.73			405.84	145	\$ 58,846.80
201 N St SW - King Greenleaf Rec Center	1&3	Sleep Area	DHS	Secure Rec Center	11.18.2020 - 4.10.2021	11:00 PM	7:00 AM	8	1	50.73			405.84	145	\$ 58,846.80
<b>SUBTOTAL</b>															<b>\$ 559,784.76</b>

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640 10th St NE - Sherwood Rec Center	1&3	Entrance	DHS	Secure Rec Center	11.5.2020 - 4.10.2021	7:00 AM	11:00 PM	16			1	37.56	600.96	157	\$ 94,350.72
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<b>SUBTOTAL</b>															<b>\$ 476,652.00</b>

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	1&3	Entrance	DHS	Secure Rec Center	12.8.2020	11:00 PM	7:00 PM	8	2	50.73			811.68	1	\$ 811.68
1310 Childress St NE - Trinidad Rec Center	1&3	Entrance	DHS	Secure Rec Center	12.9.2020 - 4.10.2020	7:00 AM	3:00 PM	8	2	50.73	1	37.56	1112.16	122	\$ 135,683.52
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2901 20th St NE - Langdon Rc Ctr	1&3	Entrance	DHS	Secure Rec Center	1.12.2021	7:00 PM	8:00 AM	13			2	37.56	976.56	1	\$ 976.56
2901 20th St NE - Langdon Rc Ctr	1&3	Entrance	DHS	Secure Rec Center	1.13.2021 - 3.31.2021	8:00 AM	8:00 AM	24	6	50.73			7305.12	47	\$ 343,340.64
2901 20th St NE - Langdon Rc Ctr	1&3	Entrance	DHS	Secure Rec Center	1.13.2021 - 3.31.2021	8:00 AM	8:00 AM	24			2	37.56	1802.88	47	\$ 84,735.36
<b>SUBTOTAL</b>															<b>\$ 433,009.50</b>
<b>GRAND TOTAL</b>															<b>\$ 3,800,262.60</b>



<i>Purchase Orders</i>		
PO#	PO Title	Amount
PO639883	DHS Hypothermia Janitorial Svcs 2/1/21-4/30/21	552,931.20
PO635184	DHS HYPOTHERMIA JANITORIAL SVCS 11/1/20-1/31/21	543,710.16
PO640775	DHS HYPOTHERMIA JANITORIAL SVCS 2/1/21 - 2/5/21	28,698.13
PO638857	DHS Hypothermia Janitorial Svcs 1/1/21-1/31/21 @ Langdon Rec	47,599.68
Sub-total		1,172,939.17

**DATE: 10/1/2021****DUE DATE:** \_\_\_\_\_**DEADLINE DATE:** \_\_\_\_\_***Expedite Process***

<b>DIVISION TITLE:</b>  <b><u>SUSTAINABILITY AND ENERGY</u></b> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY  <b>DIVISION FUND IDENTIFIER:</b> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		<b>SUBJECT:</b> MOU DGS DOEE - FY22 ENM Amendment #2  <a href="#">background DLRS 3803</a> <div style="background-color: black; width: 200px; height: 20px; margin: 5px auto;"></div>	
<b>ORIGINATOR:</b>		<b>NAME:</b> Silverio Ramirez <b>PHONE NUMBER:</b> 202.390.1751	
<b>TITLE</b>	<b>NAME</b>	<b>Director Received Date:</b>	
		<b>INITIAL</b>	<b>DATE</b>
<b>Training Specialist</b>	VENOLA JOHNSON		
<b>Applicable Associate Director</b>	RALPH MCLEAN, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA	MF	10/04/2021
<b>Resource Allocation</b>	WANDA JONES	WJ	10/04/2021
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS	DM	10/05/2021
<b>Chief Administrative Officer</b>	MICHELLE DEE	MD	10/05/2021
<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM		

DLRS \_\_\_\_\_

# Office of the Director

<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			BA	10/05/2021
<b>General Counsel</b>	XAVIER BEL TRAN			XB	10/06/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	10/06/2021

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## Summary:

This amendment modifies the MOU entered into by DOEE and DGS effective March 16, 2020. The purpose of this amendment is to extend the term of the MOU through Fiscal Year 2022 and update the funding level for FY2022.

---

## 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)

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**Date Document Executed:** \_\_\_\_\_

☐ ELMO

**DISTRICT OF COLUMBIA**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**DEPARTMENT OF ENERGY AND ENVIRONMENT**  
**AND**  
**DEPARTMENT OF GENRAL SERVICES**  
**AMENDMENT #2**

**Development and Implementation of an Energy Retrofit Program – FY 2022**

**I. INTRODUCTION**

This amendment modifies the Memorandum of Understanding (MOU) entered into by the Department of Energy and Environment and Department of General Services, effective March 16, 2020. The purpose of this amendment is to extend the term of the MOU through Fiscal Year (FY) 2022 (ending September 30, 2022) and update the funding level for FY 2022.

**II. AMENDMENTS**

**A. SECTION IV. DURATION OF MOU**

*Delete Section IV.A and insert this sentence so that the subsection reads as follows:*

- A. This MOU shall be effective from the date of last signature through September 30, 2022.

**B. SECTION VI. FUNDING PROVISIONS**

*Delete Section VI.A.1 and insert this sentence so that the subsection reads as follows:*

1. The total cost of goods and services shall not exceed \$603,864.00 for Fiscal Year 2022.

**III. ADDITIONAL PROVISIONS**

The Parties make no other changes to this MOU.

*This space intentionally left blank*

#### IV. SIGNATURES

The Parties agree.

##### DEPARTMENT OF ENERGY AND ENVIRONMENT

**Tommy Wells**

Digitally signed by Tommy Wells  
DN: cn=Tommy Wells, o=DC Dept of  
Energy & Environment, ou=Director,  
email=tommy.well@dc.gov, c=US  
Date: 2021.09.30 13:38:37 -04'00'

9-30-2021

Date: \_\_\_\_\_

Tommy Wells  
Director

*Beth Mullin*

Beth Mullin, for legal sufficiency  
Deputy General Counsel

Date: 9/29/2021

##### DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com  
  
Key: 3a2e63a2e9b2ed4547d6b6e248e779e7

10/06/2021

Date: \_\_\_\_\_

Keith A. Anderson  
Director

Filename: FY22 DOEE-DGS MOU Amend #2

**DATE:** 9/30/2020**DUE DATE:** 30/Sept/2020**DEADLINE DATE:** 30/Sept/2020**✓ Expedite Process**

<b>SUBJECT:</b>	Energy Retrofit Program: MOU Extension into FY21			
<b>ORIGINATOR:</b>	<b>NAME:</b> Brooke Hartman <b>PHONE NUMBER:</b> (202) 701-3158			
<b>TITLE</b>	<b>NAME</b>		<b>Director Received Date:</b>	
			<b>INITIAL</b>	<b>DATE</b>
<b>Training Specialist</b>	VENOLA JOHNSON			
<b>Applicable Associate Director</b>	<input type="checkbox"/> RALPH McLEAN, ACTING <input type="checkbox"/> DONNY GONZALEZ <input type="checkbox"/> GEORGE LEWIS <input type="checkbox"/> IKEOGU IMO <input type="checkbox"/> SHAWN WINSLOW <input type="checkbox"/> PAUL BLACKMAN <input type="checkbox"/> JOHN A. STOKES <input type="checkbox"/> JARED LANG			
<b>Resource Allocation</b>	WANDA JONES		WJ	
<b>Chief Operating Officer</b>	YOHANCE FULLER		YF	
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS		DM	
<b>Chief Administrative Officer</b>	MICHELLE DEE		MD	
<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM			
<b>Supervisory Attorney (Legal Sufficiency)</b>	<input type="checkbox"/> BETH-SHERRI AKYEREKO <input type="checkbox"/> CHARLES BROWN <input type="checkbox"/> KATHERINE JOUGH <input type="checkbox"/> KRISTEN WALP <input type="checkbox"/> VAUGHN ADAMS		BA	
<b>General Counsel</b>	XAVIER BELTRAN		XB	



Director	KEITH A. ANDERSON				
----------	-------------------	--	--	--	--

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**Summary:**

This amendment extends the Energy Retrofit Program Memorandum of Understanding (MOU) entered into by the Department of Energy and Environment (DOEE) and the Department of General Services (DGS), effective March 16, 2020. Per the MOU, DOEE is providing \$3,008,093.00 in Special Purpose Revenue Funds to DGS to fund the development and implementation of an Energy Retrofit Program across at least 9% of DGS portfolio of District-owned buildings.

---

**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)

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**Date Document Executed:** \_\_\_\_\_☐ ELMO



**DISTRICT OF COLUMBIA**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**DEPARTMENT OF ENERGY AND ENVIRONMENT**  
**AND**  
**DEPARTMENT OF GENRAL SERVICES**

**AMENDMENT #1**

**Development and Implementation of an Energy Retrofit Program – FY 2021**

**I. INTRODUCTION**

This amendment modifies the Memorandum of Understanding (MOU) entered into by the Department of Energy and Environment and Department of General Services, effective March 16, 2020. The purpose of this amendment is to extend the term of the MOU through Fiscal Year 2021 (ending September 30, 2021).

**II. AMENDMENTS**

**A. SECTION IV. DURATION OF MOU**

*Delete Section IV.A and insert this sentence so that the subsection reads as follows:*

- A. This MOU shall be effective from the date of last signature through September 30, 2021.

**III. ADDITIONAL PROVISIONS**

The Parties make no other changes to this MOU.

*This space intentionally left blank*

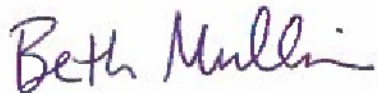
#### IV. SIGNATURES

The parties agree.

#### DEPARTMENT OF ENERGY AND ENVIRONMENT

  
Tommy Wells  
Director

Date: 9-25-2020

  
Beth Mullin, for legal sufficiency  
Deputy General Counsel

Digitally signed by Beth Mullin  
Date: 2020.09.25 14:43:36 -04'00'  
Date: \_\_\_\_\_

#### DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com  
  
Key: ea0cc1f061653a3b6a75829920a8b72f

Keith A. Anderson  
Director

Date: September 30, 2020

Filename: FY21 DQEE DGS MOU Amend #1 (if any) #OGC Number

**DISTRICT OF COLUMBIA**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**DEPARTMENT OF ENERGY AND ENVIRONMENT**  
**AND**  
**DEPARTMENT OF GENERAL SERVICES**

**Development and Implementation of an Energy Retrofit Program – FY 2020**

**TABLE OF CONTENTS**

I.	INTRODUCTION.....	2
II.	PROGRAM GOALS AND OBJECTIVES .....	2
III.	SCOPE OF SERVICES .....	2
IV.	DURATION OF MOU .....	4
V.	AUTHORITY FOR MOU .....	4
VI.	FUNDING PROVISIONS .....	4
VII.	COMPLIANCE AND MONITORING .....	5
VIII.	RECORDS .....	6
IX.	CONFIDENTIAL INFORMATION .....	6
X.	APPLICABLE LAW .....	6
XI.	CONTACTS.....	6
XII.	MODIFICATION .....	7
XIII.	TERMINATION .....	7
XIV.	DISPUTE RESOLUTION .....	7
XV.	SIGNING AND COUNTERPARTS .....	7
XVI.	SIGNATURES.....	8

## **I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into by the Department of Energy and Environment (“DOEE”) and the Department of General Services (“DGS”), referred to individually as a “Party” and collectively the “Parties.”

## **II. PROGRAM GOALS AND OBJECTIVES**

The CleanEnergy DC Omnibus Amendment Act of 2018, D.C. Act 22-583, 66 DCR 3973), effective March 22, 2019 (“CEDC Act”) requires DGS to develop and implement an Energy Retrofit Program (“ERP”) across at least 9% of DGS portfolio of District government-owned buildings, prioritizing buildings that have core systems and equipment nearing the end of their useful lives. Under D.C. Code § 8-1774.10(c)(12)(A)(v), DOEE may use funds from the Sustainable Energy Trust (SETF) to implement the ERP.

The ERP design and implementation plan shall be developed as part of DGS’ Strategic Energy Management Plan (D.C. Code § 8-1772.22), and shall include timelines and cost estimates for achieving all program objectives specified below. This MOU provides for the transfer of SETF funds to DGS for the implementation of the ERP.

## **III. SCOPE OF SERVICES**

### **A. RESPONSIBILITIES OF DGS**

DGS shall:

1. Design and implement the ERP to achieve at least 30% reductions in energy usage and greenhouse gas emissions (“GHG”) across all buildings included in the ERP.
2. Meet regularly with DOEE to review and discuss:
  - i. the ERP program design, implementation strategies, challenges, and alternative approaches; and
  - ii. Reporting of milestones achieved on a quarterly basis.
3. Hire an energy retrofit full-time equivalent (FTE) position within DGS- Sustainability and Energy Management Division to manage the energy retrofit program.
4. With the end-goal of making buildings more energy efficient, hire professional consultants and/or contractors to conduct building analyses; assist with drafting a solicitation for energy efficiency/installation contractors; coordinate building retrocommissioning and energy retrofits; train building engineers operators, and boiler plant operators on cloud-based Building Automation System(s), such as Enteliweb; connect additional buildings to

cloud-based Building Automation System(s), such as Enteliweb; and manage the installation of energy efficiency measures/upgrades in DGS portfolio of government-owned buildings.

5. Publish the solicitation and oversee the procurement process to select experienced and qualified energy retrofit contractors.
6. Seek the assistance of DOEE as needed to evaluate proposals received in response to the solicitation and to select a winning bidder.
7. Review and approve scopes of work, timelines, and cost estimates submitted by contractors.
8. Provide strategic guidance and management of selected contractor(s) who will retrocommission and install energy retrofit measures on District government-owned buildings.
9. Coordinate with DOEE's Energy Benchmarking staff to help identify government-owned buildings with the highest levels of energy use.
10. Install energy retrofit measures across 9% of District government-owned buildings, prioritizing those buildings that have core systems and equipment nearing the end of their useful lives, with a goal of achieving at least 30% reduction in energy usage and GHGs.
11. Actively participate in strategic coordination and technical assistance discussions among DOEE, the DCSEU, and/or contractors to help prioritize the installation of measures with the highest levels of efficiency.
12. Provide quarterly progress reports to DOEE by the 30<sup>th</sup> day after the end of each fiscal quarter that describe the major milestones and the progress made by contractors on each project/building.
13. Provide quarterly expenditures reports in accordance with Section VI.B.2 (Payment) to ensure all approved program expenditures are consistent with authorized uses of the SETF and this MOU.

Nothing herein shall be construed to limit or curtail in any manner the ability of the DGS' Contracting Officers to exercise their independent judgment in contract administration and contract related matters.

**B. RESPONSIBILITIES OF DOEE**

DOEE shall:

1. Make payment as specified in Section VI.B.1 (Payment).

2. Provide technical assistance to DGS and other entities to design an ERP to reduce energy and water use in at least 9% of DGS portfolio of District government-owned buildings.
3. Provide benchmarking data to DGS to help identify government-owned buildings with the highest levels of energy use.
4. Review and approve scopes of work, timelines, and cost estimates for implementing an ERP.
5. Facilitate strategic coordination and technical assistance discussions among DGS, the DCSEU (where applicable), and/or implementation contractors to help prioritize the installation of measures with the highest levels of efficiency.
6. Review progress and expenditures reports submitted by DGS to ensure that the ERP is making satisfactory progress, and expenditures are consistent with authorized uses of the SETF and this MOU.
7. Meet regularly with DGS to review and discuss:
  - i. the ERP program design, implementation strategies, challenges, and alternative approaches; and
  - ii. Reporting of milestones achieved on a quarterly basis.

Nothing herein shall be construed to in any way prevent, limit, or curtail DGS Contracting Officers from exercising their independent judgment on any DGS-related contract-related matters involved in or related to this MOU.

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

- A. This MOU shall be effective from the date of the last signature through September 30, 2020.
- B. The Parties may extend this MOU for up to three (3) years through one or more MOU amendments.
- C. An extension is subject to the availability of funds at the time of the amendment.

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

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

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

##### **A. COST OF GOODS AND SERVICES**

1. The total cost of goods and services shall not exceed \$3,008,093.00.

2. Funding shall not exceed the actual cost of the goods and services. "Actual costs" include materials, supplies, equipment, work, services of any kind, fringe benefits, and actual overhead. If the costs include funding for services through contracts or grants, "actual costs" may include fringe benefits, overhead, and profit paid pursuant to DGS' standard contracting or grant-making practices.
3. Funding shall be applied only to costs covered by this MOU.

**B. PAYMENT**

1. DOEE shall advance the funds through an Intra-District transfer to DGS for the amount specified in Paragraph A (Cost of Goods and Services) within 14 days of the last signature on this MOU.
2. DGS shall submit to DOEE quarterly reconciliations for costs incurred pursuant to this MOU no later than the 30<sup>th</sup> day following the end of each calendar quarter. The reconciliation shall include documentation of the costs specified in Paragraph A (Cost of Goods and Services).
3. DGS shall notify DOEE no later than August 1 if it has reason to believe that all of the advance will not be used during the current fiscal year.
4. DGS shall immediately return any excess advance to DOEE when it is determined that funds cannot be spent during the term of this MOU. In any event, DGS shall return all unspent funds to DOEE within 30 calendar days of the fiscal year end or completion of reconciliation, whichever is earlier.

**C. ANTI-DEFICIENCY**

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, are and shall remain subject to the provisions of the following laws, as amended: (1) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (2) the District of Columbia Anti-Deficiency Act of 2002, D.C. Official Code §§ 47-355.01-.08; (3) D.C. Official Code § 47-105; and (4) D.C. Official Code § 1-204.46.

**VII. COMPLIANCE AND MONITORING**

Performance by the Parties is subject to scheduled and unscheduled monitoring reviews by the funder(s) or other authorized officials.



## **VIII. RECORDS**

- A. The Parties shall maintain receipts and other records documenting the work performed and expenditures of all funds for at least three years from the expiration or termination of this MOU.
- B. A Party receiving funds shall make these receipts and records available for inspection by the funders or other authorized officials upon request.
- C. If a grant or contract is used to provide goods or services under this MOU, the funded Party shall arrange to make grantee or contractor receipts and records available to the funders or other authorized officials upon request.

## **IX. CONFIDENTIAL INFORMATION**

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

## **X. APPLICABLE LAW**

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

## **XI. CONTACTS**

The following individuals or their designees are the contact points for this MOU:

### **FOR DGS:**

Jen Croft  
Department of General Services  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor, Washington, DC 20009  
Email: [jen.croft@dc.gov](mailto:jen.croft@dc.gov)  
Phone: 202-369-8246

### **FOR DOEE**

Dr. Lance Loncke, Economist/Senior Program Analyst  
Department of Energy and Environment  
1200 First Street, NE, 5th Floor, Washington, DC 20002  
Email: [lancelot.loncke@dc.gov](mailto:lancelot.loncke@dc.gov)  
Phone: 202-671-3306

## **XII. MODIFICATION**

This MOU, including any attachment to this MOU, except for a Party's written change in a contact under Section XI (Contacts), may be modified only through a written amendment signed by all Parties.

## **XIII. TERMINATION**

- A. A Party may terminate this MOU in whole or in part by giving at least 30 calendar days written notice to the other Party.
- B. A Party providing goods or services that receive a notice of termination must immediately cease performance under this MOU, or, if that is not feasible, begin immediately to wind down performance.
- C. After receiving a notice of termination, a funded Party shall not be obligated to perform or provide further goods or services, other than winding down performance, supporting payment of invoices or conducting fiscal reconciliation as specified in Section VI.B (Payment), complying with applicable laws, and honoring commitments to recordkeeping, reporting, monitoring, and confidentiality.

## **XIV. DISPUTE RESOLUTION**

- A. The Parties will make every effort to resolve disputes concerning this MOU at the staff level.
- B. If the dispute cannot be resolved at the staff level, a Party may raise the dispute to the Director level.
- C. If the Directors are unable to resolve the dispute, a Party may refer the dispute to Office of the Chief Financial Officer for financial matters or to the Office of the City Administrator for other matters.

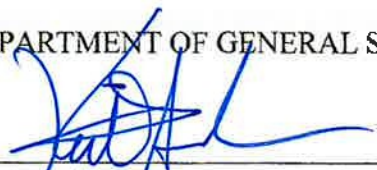
## **XV. SIGNING AND COUNTERPARTS**

This MOU and any amendment may be signed by hand or electronically on the original version or a duplicate. It may be signed in counterparts, each separately and together constituting one and the same document.

**XVI. SIGNATURES**

The Parties agree to this MOU.

**DEPARTMENT OF GENERAL SERVICES**


  
\_\_\_\_\_  
Keith A. Anderson  
Director

Date: 03/10/2020

**DEPARTMENT OF ENERGY AND ENVIRONMENT**

  
\_\_\_\_\_  
Tommy Wells  
Director

Date: 2/26/20

  
\_\_\_\_\_  
Beth Mullin  
Deputy General Counsel  
for Legal Sufficiency

Date: 2/25/20

**FY2020 LOCAL**  
**INTRA-DISTRICT STANDARD REQUEST FORM**  
Government of the District of Columbia

**PART I**

**GENERAL**

MOU NUMBER: \_\_\_\_\_ DATE OF MOU: 3/9/2020

**SELLER INFORMATION**

AGENCY: DGS Department of General Services AGENCY CODE: AM0  
NAME OF CONTACT: Antoinette Hudson-Beckham, AFO  
Reeves Center 5th Floor  
ADDRESS : 2000 14th Street, N.W.  
Washington, D.C. 20009  
TELEPHONE # : 202-698-7476  
FAX # : \_\_\_\_\_

AUTHORIZING OFFICER

 DATE: 03.10.20

**BUYER INFORMATION**

AGENCY: DOEE Department of Energy and Environment AGENCY CODE: KG0  
NAME OF CONTACT: Perry Fitzpatrick, AFO  
ADDRESS : 1200 First Street N.E.  
5th Floor  
Washington, D.C. 20002  
TELEPHONE # : (202) - 535-2611  
FAX # : \_\_\_\_\_

AUTHORIZING OFFICER

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

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES



[illegible]





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

**PART I**

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

---

AGENCY: Department of General Services

AGENCY CODE: AM

NAME OF CONTACT: Henry Wong, Interim Agency Fiscal Office

ADDRESS: 2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor, Washington DC, 20009

TELEPHONE #: 202-698-7481

FAX#: 202-727-9877

AUTHORIZING OFFICER \_\_\_\_\_ DATE: \_\_/\_\_/\_\_

---

AGENCY: Department of Energy and Environment

AGENCY CODE: KG0

NAME OF CONTACT: Perry Fitzpatrick

ADDRESS: 1200 First Street, NE, Washington, DC 20002

TELEPHONE #: 202-535-2512

FAX #: 202-535-2881

AUTHORIZING OFFICER \_\_\_\_\_ DATE: \_\_/\_\_/\_\_

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

FY20 DOE-DGS MOU  
Energy Retrofit Program

**PART II**

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

GOOD/ SERVICE: Implement an Energy Retrofit Program to Reduce Energy and Water Use in  
9% of DGS portfolio of Government-owned Buildings

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

TOTAL: -----

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

**DATE:****DUE DATE:** 10/6/2021**DEADLINE DATE:** 10/13/2021☐ **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: Buyer MOU FY22 PSD – DGS OUC (Operating)**[continued docs - DLRS  
3810](#)**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.

10/6/21

**Resource Allocation**

WANDA JONES

WJ

10/06/2021

**Deputy Chief Operating  
Officer**

DANIELLE MEADORS

DM

10/07/2021

**Chief Administrative Officer**

MICHELLE DEE

MD

10/08/2021

**Agency Fiscal Officer**

ANTOINETTE HUDSON-BECKHAM

DLRS \_\_\_\_\_

# Office of the Director

<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			CVA	10/08/2021
<b>General Counsel</b>	XAVIER BELTRAN			XB	10/08/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	10/08/2021

**Summary:** Attached for approval and signature is an MOU between the Department of General Services (DGS), Protective Services Division (PSD) and the Office of Unified Communications (OUC). As the requestor, DGS/PSD, is asking OUC to supply DGS/PSD custom radio support services. The term of this MOU is from "date of execution to September 30, 2022", with a not to exceed the estimated fiscal cost of \$32,089.71.

**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  
PROTECTIVE SERVICES DIVISION  
AND  
THE DISTRICT OF COLUMBIA OFFICE OF UNIFIED COMMUNICATIONS  
FOR RADIO CUSTOM SUPPORT SERVICES  
FY2022**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Department of General Services Protective Services Division, the buyer agency ("DGS" or "Buyer") and the District of Columbia Office of Unified Communications, the seller agency ("OUC" or "Seller"), collectively referred to herein as the "Parties" and individually as "Party".

**II. PROGRAM GOALS AND OBJECTIVES**

DGS is responsible for managing and providing security and law enforcement services at District-owned and leased properties. The mission is executed through patrol operations, contract security guard management oversight of Contract Security officers, and electronic security systems in District-owned and leased properties. DGS also assists District and federal agencies during special events and emergencies. DGS officers also handle a wide variety of assignments ranging from building security, response to calls for assistance at protected facilities, security assessments to analyze need for security versus threat/risk at DC Government locations, and monitoring and directing the contract security force to provide security for visiting dignitaries on District property.

To accomplish this mission, DGS must be able to relay information from the field to personnel within DGS and/or other District and federal agencies. The method of communicating such information must be fast, reliable, and available at all times, including during emergencies. As such, DGS requires access to a superior communications system.

OUC controls and manages the District's Citywide Radio System, a mainline communications radio system that provides primary emergency and non-emergency communications services to the District government with public safety and non-public safety radio and wireless interoperability communications between designated District agencies and other local, state, and federal entities in the Washington Metropolitan region.

The purpose of this MOU is to establish the terms and conditions upon which OUC will provide DGS custom radio support services.

**III. DEFINITIONS**

For the purpose of this MOU, the following terms shall have the meanings ascribed herein:

- A. The term “Citywide Radio System” means the entirety of the District of Columbia public safety and non-public safety radio communications systems and other public safety and non-public safety wireless communications systems and, other resources centralized under the OUC.
- B. The term “Custom Support Services” means one (1) or more of the following:
  - 1. Procurement and programming costs for radios requested by the Buyer in addition to those described in Attachment B – FY2022 Citywide Radio System MOU;
  - 2. Hardware and software procurement, project management, procurement of engineering services (as needed), testing, acceptance, maintenance, and installation costs for In-Building wireless systems;
  - 3. Equipment procurement, project management, procurement of engineering services (as needed), testing, acceptance, maintenance, and installation costs for Tactical Bidirectional Amplifiers (“BDA”);
  - 4. Reprogramming costs for changes to templates for talk groups described in Attachment B – FY2022 Citywide Radio System MOU;
  - 5. Hardware and software procurement, tools, maintenance, and installation costs for mobile wireless radio docking;
  - 6. Licensing, talk group reprogramming, installation, and maintenance costs for WAVE functionality on a government cellular phone; and
  - 7. Hardware and software procurement, configuration, installation, encryption, and maintenance costs for Computer Aided Dispatch (“CAD”) related custom interfaces, or Mobile Data Computers.

#### **IV. SCOPE OF SERVICES**

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

##### **A. RESPONSIBILITIES OF SELLER**

The Seller shall provide to the Buyer the Custom Support Services requested by the Buyer pursuant to Attachment A – *FY2022 Custom Cost Addendum*.

##### **B. RESPONSIBILITIES OF BUYER**

The Buyer shall pay to the Seller the costs of the Custom Support Services requested by the Buyer pursuant to Attachment A – *FY2022 Custom Cost Addendum*.

## **V. INCORPORATION BY REFERENCE**

The Parties agree that the ancillary documents referenced in this section constitute part of this MOU. The Parties agree to be bound by the terms, conditions, and specifications therein.

- A. FY2022 Custom Cost Addendum (Attachment A).
- B. FY2022 Citywide Radio MOU (Attachment B).

## **VI. DURATION OF MOU**

The period of this MOU shall be from October 1, 2021, through September 30, 2022, unless terminated early in accordance with Section XII of this MOU.

## **VII. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

## **VIII. FUNDING PROVISIONS**

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

1. Total cost of services under this MOU shall not exceed \$32,089.71 for FY2022. Funding for the services shall not exceed the actual cost of the goods or services, as described in Attachment A – *FY2022 Custom Cost Addendum*.
2. The estimated cost of this MOU is based on estimated costs of Custom Support Services selected by the Buyer.
3. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not later than September 30th of the current fiscal year.

### **B. PAYMENT**

1. Payment for all the goods and services shall be made through an Intra-District advance by the Buyer to the Seller based on the total amount of this MOU.
2. Advances to the Seller for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
3. The Seller will relieve the advance and bill the Buyer through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU.



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

### **D. PROCUREMENT PRACTICES REFORM 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 § 2-351.01, et seq. (2012 Repl. and June 2015 Supp.)) to procure the goods or services.

## **IX. COMPLIANCE AND MONITORING**

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

## **X. RECORDS AND REPORTS**

- A. The Seller shall be the custodian and owner of all information on CAD. The Buyer shall not reproduce any CAD information, or share any CAD information with a person outside of the Buyer's agency, without the express written consent of the Seller.
- B. 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 this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly-authorized representatives of the Buyer and other officials as may be specified by the District of Columbia at its sole discretion.

## **XI. CONFIDENTIAL INFORMATION**

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

## **XII. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party. Termination by the Buyer shall not be effective until all radio equipment provided by the Seller to the Buyer is returned to the Seller in good working order.

## **XIII. NOTICE**

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

For Seller:

Teddy Kavaleri  
Chief Information Officer, OUC  
2720 Martin Luther King Jr. Avenue SE  
Washington, DC 20032  
Phone: 202- 715-7557  
E-mail: Teddy.Kavaleri@dc.gov

For Buyer:

Leila Gheitu.  
Program Support Specialist  
64 New York Avenue NE, Fourth Floor East,  
Washington, DC 20002  
Phone: (202)698-8181  
E-mail: leila.gheitu@dc.gov

## **XIV. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties, and appropriation of additional funds by the Buyer, pursuant to the procedures established in this section, as applicable.

## **XV. MISCELLANEOUS**

The Parties shall comply with all applicable District of Columbia and federal 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:

**DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
*Keith A. Anderson*  
Key: 4eab570a8c80f002de2ffc4af84faddd

Date: 10/08/2021

Keith A. Anderson  
Director

**OFFICE OF UNIFIED COMMUNICATIONS**

*Cleo C. Subido*  
Cleo Subido  
Interim Director

Date: 10/14/2021

## Attachment A – FY22 Custom Cost Addendum

### THE DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES PROTECTIVE SERVICES DIVISION

Custom Cost Goods and Services	Units	Cost per Unit	Total Cost
IT Manager (Systems) Support Services	160 Hours	\$75.00	\$12,000.00
Total Cost			\$12,000.00

## **Attachment B: OUC Citywide Radio MOU**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF THE CITY ADMINISTRATOR,  
ON BEHALF OF BUYER AGENCIES,  
AND  
THE OFFICE OF UNIFIED COMMUNICATIONS  
FOR THE CITYWIDE RADIO SYSTEM, INCLUDING EMERGENCY DISPATCHES  
(FISCAL YEAR 2022)**

### **I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is effective as of October 1, 2021 and is made by and between the District of Columbia Office of Unified Communications ("OUC" or "Seller") and the District of Columbia Office of the City Administrator ("OCA" or "Buyer") on behalf of the District agencies listed on Attachment B (which are collectively referred to in this MOU as the "Buyer Agencies" and each of which is referred to individually in this MOU as a "Buyer Agency").

The Buyer has requested the services of the Seller to maintain, and provide access to, the District of Columbia's Citywide Radio System for the Buyer Agencies.

### **II. PROGRAM GOALS AND OBJECTIVES**

OUC provides centralized, District-wide coordination and management of the Citywide Radio System and other public safety wireless communication systems. The Citywide Radio System provides mission-critical communications for District of Columbia agencies and radio interoperability with regional and federal partners.

As part of its management of the Citywide Radio System, OUC plans, coordinates, implements, and operates all facets of the District's radio networks. OUC provides 24x7 technical support and maintenance on the Citywide Radio System and all public safety communication devices, manages building facilities that support public safety radio technology, and reviews and approves all agency proposals, purchase orders, and contracts for the acquisition of radio systems and services. OUC also develops and enforces policy directives and standards regarding public safety and non-public safety communications, and maintains a contract with Motorola for Citywide Radio System maintenance, biennial system upgrades, and extended warranties for all radios OUC purchases on behalf of another agency.

OUC's primary goal is to ensure the Citywide Radio System adequately supports the city's public safety agencies and first responders. OUC reviews and approves requests from non-public safety agencies to access the Citywide Radio System, obtain assistance procuring radios or radio equipment, or borrow loaner radio equipment.

The purpose of this MOU is to establish the terms and conditions upon which OUC will provide the Buyer Agencies access to and usage of the District's Citywide Radio System.

OCA is executing this MOU on behalf of the Buyer Agencies.

### **III. DEFINITIONS**

For the purpose of this MOU, the following terms shall have the meanings ascribed herein:

- A. The term "Radio Airtime Service Plan" means the multi-tiered costing options through which a District agency may purchase access to and usage of the Citywide Radio System.
- B. The term "Citywide Radio System" means the entirety of the District of Columbia public safety and non-public safety radio communications systems and other public safety and non-public safety wireless communications systems and resources centralized under OUC.
- C. The term "Talk Group" means a virtual group assigned for a particular function and/or agency, which allows multiple users to share the same pool of frequencies by pairing the sending and receiving radios.

### **IV. SCOPE OF SERVICES**

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

#### **A. RESPONSIBILITIES OF SELLER**

- 1. The Seller shall provide to the Buyer Agencies access to and usage of the Citywide Radio System.
- 2. The Seller shall permit the Buyer Agencies' usage of OUC radios, based on the availability of spare equipment in OUC's existing inventory.
- 3. At the request of a Buyer Agency, OUC shall provide assistance to the Buyer Agency in procuring additional radios or other approved equipment to be used on the Citywide Radio System. If the Buyer Agency requests that OUC purchase the equipment on its behalf, a separate MOU will be executed based on the actual cost of the new radio equipment and fees associated with programming and provisioning the new equipment.
- 4. The Seller shall pre-program the radios and other approved equipment described in Subsections (IV)(A)(2) and (IV)(A)(3) of this MOU to access the Citywide Radio System using Buyer-Agency-assigned Talk Groups.
- 5. Annually, the Seller shall make arrangements with each Buyer Agency to perform battery life testing for the Buyer Agency's radio batteries on-site at Buyer Agency's location. A Buyer Agency may additionally request *ad hoc* battery life testing by bringing an individual radio to the OUC Radio Shop, located at 310 McMillan Drive NW. Replacement radio batteries shall be

provided by the Seller to a Buyer Agency, at the Seller's cost, only if battery testing results indicate a need for battery replacement, as determined by the Seller.

6. The Seller shall be responsible for maintenance of warranties and manager's licenses for radios provided by OUC to the Buyer Agencies.
7. The Seller shall perform preventative maintenance, testing, calibration, and repair of the Citywide Radio System.
8. When the Seller upgrades or improves the Citywide Radio System, the Seller shall additionally perform any programming, calibration, installation, and testing of the Buyer Agencies' radio equipment necessary to implement the system-wide upgrades/improvements.
9. The Seller shall provide to the Buyer Agencies help desk support and troubleshooting services upon the request of a Buyer Agency as described in the *Citywide Radio System Access and Usage Standards* (Attachment A). The help desk (hereinafter referred to as the "OUC Radio Help Desk") shall be accessible twenty-four (24) hours a day and seven (7) days a week by calling (202) 373-3737.
10. The Seller shall provide to a Buyer Agency training related to access and usage of the Citywide Radio System upon request of the Buyer Agency.
11. The Seller shall provide to each Buyer Agency the annual radio usage report described in Subsection (VIII)(B)(2) of this MOU, and such additional *ad hoc* usage reports as may be requested by a Buyer Agency. The Seller shall provide to the Buyer such *ad hoc* usage reports as the Buyer may request.
12. The Seller shall provide to a Buyer Agency loaner equipment while radio equipment provided to the Buyer Agency pursuant to this MOU is being repaired and/or replaced by the Seller.
13. If applicable, upon receipt of a request and OUC approval for emergency services from a Buyer Agency via channel "Citywide 1", the Seller shall enter the event into Computer Aided Dispatch and dispatch an appropriate response pursuant to the Seller's existing protocols.
14. If any of the radios described in Subsection (IV)(A)(2) of this MOU are lost or stolen while in the possession of a Buyer Agency, the provisioning of replacement radios by the Seller shall be contingent upon execution of a separate MOU under which the Buyer Agency provides additional funding to the Seller for the costs to procure replacement radios.



**B. RESPONSIBILITIES OF BUYER AND THE BUYER AGENCIES**

1. The Buyer agrees to the terms, projected costs, and fund availability associated with the MOU on behalf of the Buyer Agencies.
2. Each Buyer Agency shall make an intra-District advance to the Seller for the cost of the goods and services provided by the Seller to the Buyer Agency under this MOU, in the amount set forth for the Buyer Agency in the *FY2022 Schedule of Radio Costs* (Attachment B).
3. Each Buyer Agency shall access the Citywide Radio System using only equipment that is included on the *District of Columbia Approved Radio Equipment List* (Attachment C).
4. Each Buyer Agency shall comply with, and shall ensure the compliance of its designated radio users with, the *Citywide Radio System Access and Usage Standards* (Attachment A).
5. A Buyer Agency shall obtain the written permission of the Seller prior to implementing new fleetmap templates for talkgroup configurations and radio functionality for use in the Citywide Radio System.
6. A Buyer Agency shall notify the Seller of any issues related to the Citywide Radio System by contacting the OUC Radio Help Desk (referred to in Section (IV)(A)(9) of this MOU) as soon as practicable after the Buyer Agency identifies the issue.
7. Each Buyer Agency shall provide the Seller with reasonable access to the Buyer Agency's premises for the purposes of inventory, preventative maintenance, repair, replacement, testing, calibration, programming, and installation of equipment used to access the Citywide Radio System.
8. Each Buyer Agency shall comply with the requirements of the *OUC IT Reporting Procedure for Lost or Stolen District Assets* (Attachment D).

**V. INCORPORATION BY REFERENCE**

The parties agree that the documents referenced in this section constitute part of this MOU. The parties agree to be bound by the terms, conditions, and specifications therein.

- A. Citywide Radio System Access and Usage Standards (Attachment A).
- B. FY2022 Schedule of Radio Costs for All Agencies (Attachment B).
- C. District of Columbia Approved Radio Equipment List (Attachment C).
- D. OUC IT Reporting Procedures for Lost or Stolen District Assets (Attachment D).

## **VI. 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.

## **VII. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k); D.C. Official Code § 1-327.54; and D.C. Official Code § 1-327.56.

## **VIII. FUNDING PROVISIONS**

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

1. The amount of this MOU shall not exceed Four Hundred and Three Thousand and Three Hundred and Sixteen Dollars and Forty Nine Cents (\$403,316.49) in total and shall not exceed for any Buyer Agency the amount set forth for that Buyer Agency in the *FY2022 Schedule of Radio Costs* (Attachment B). The estimated cost of this MOU is based on the cost of the Radio Airtime Service Plan assigned to the Buyer Agency. (The cost of the Radio Airtime Service Plan is based on the number airtime minutes assigned to the Buyer Agency and the number of radios assigned to the Buyer Agency.)
2. Radio usage by the Buyer Agency in an amount less than the maximum number of available minutes included in the Radio Airtime Service Plan assigned to the Buyer Agency shall not result in a reduction in the cost of this MOU.
3. Radio usage by the Buyer Agency in an amount more than the maximum number of available minutes included in the Radio Airtime Service Plan assigned to Buyer Agency shall not result in an increase in the cost of this MOU during the fiscal year in which the overage occurred, but shall form the basis in the subsequent fiscal year for assignment of the Buyer Agency to a higher cost tier Radio Airtime Service Plan that provides available minutes on a scale with the Buyer Agency's actual usage in the prior fiscal year.
4. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not later than September 30, 2022.

### **B. PAYMENT**

1. Payment for all of the goods and services provided to each Buyer Agency by the Seller under this MOU shall be made through an Intra-District advance by each Buyer Agency to the Seller based on the amount set forth for that Buyer Agency in the *FY2022 Schedule of Radio Costs* (Attachment B). Advances shall not exceed the amount listed in Attachment B for each Buyer Agency.

2. The Seller shall submit to the Buyer Agency an annual usage report in the third quarter of the fiscal year, which shall explain the amounts billed, including radio counts and system utilization.
3. The Seller shall relieve the advance and bill the Buyer Agencies through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU.
4. If a dispute arises under this MOU between the Seller and the Buyer, the Buyer representative and the Seller representative designated in Section XIV of this MOU, or their designees, shall work to resolve the dispute. In the event the Buyer representative and the Seller representative cannot resolve a dispute, the matter shall be referred to the City Administrator for resolution.

#### **IX. ANTI-DEFICIENCY CONSIDERATIONS**

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

#### **X. COMPLIANCE AND MONITORING**

- A. If a Buyer Agency breaches a non-financial term or condition of this MOU, the Seller shall provide the Buyer and the Buyer Agency with written notice of the breach. The notice shall describe the nature of the breach, include a description of the corrective actions the Buyer Agency must take to remedy the breach, and provide at least thirty (30) calendar days for the Buyer Agency to take the corrective actions. If the breach is not remedied by the Buyer Agency within the time period set forth in the notice of breach, the Seller may take one (1) or more of the following enforcement actions, as appropriate to the nature of the breach:
  1. Remove the Buyer Agency's access to the Citywide Radio System;
  2. Remove one (1) or more of the Buyer Agency's users' access to the Citywide Radio System;
  3. Remove one (1) or more of the Talk Groups identified in Subsection (IV)(A)(4) of this MOU; and/or
  4. Demand the return of radio equipment provided by the Seller to the Buyer Agency.

- B. For any costs incurred by the Seller arising from an enforcement action taken pursuant to Subsection (X)(A) of this MOU, the Seller may relieve the advance and bill the Buyer Agency against the intra-District transfer of funds covered by this MOU.
- C. As this MOU is funded by District of Columbia funds, the Seller will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

#### **XI. RECORDS AND REPORTS**

- A. The Seller and the Buyer Agencies shall maintain records and receipts of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU.
- B. Upon the City Administrator's request, the Seller and each Buyer Agency shall make these documents available for inspection by duly-authorized representatives of the Seller, Buyer, or Buyer Agency (as designated by the City Administrator) and other officials as may be specified by the City Administrator in his or her sole discretion. In the event that the Seller is served with a court order, subpoena, or Freedom of Information Act request for records relating to the Buyer Agency's communications on the Citywide Radio System, the Seller shall provide notice to Buyer Agency in advance of releasing the records.

#### **XII. CONFIDENTIAL INFORMATION**

The Seller, Buyer, and Buyer Agencies shall use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and District statutes, regulations, and policies. Information received by the Seller, the Buyer, or a Buyer Agency in the performance of its responsibilities under this MOU shall remain the property of the agency that provided the information.

#### **XIII. TERMINATION**

Either the Seller or Buyer may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other party. A Buyer Agency may terminate this MOU in whole or in part with respect to its participation by giving thirty (30) calendar days advance written notice to the Seller and Buyer. Termination by the Buyer shall not be effective with respect to a Buyer Agency that is subject to the termination until all radio equipment provided by the Seller to the Buyer Agency is returned to the Seller. Termination by a Buyer Agency shall not be effective until all radio equipment provided by the Seller to the Buyer is returned to the Seller.

#### **XIV. NOTICE**

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

For Seller:

Teddy Kavaleri, CIO  
Office of Unified Communications  
2720 Martin Luther King Jr. Ave. SE  
Washington, DC 20032  
Phone: 202-715-7557  
E-mail: [teddy.kavaleri@dc.gov](mailto:teddy.kavaleri@dc.gov)

For the Buyer/Office of the City Administrator:

Barry Kreiswirth  
General Counsel and Senior Policy Advisor  
John A. Wilson Building  
1350 Pennsylvania Avenue, NW, Suite 513  
Washington, DC 20004  
Phone: 202-724-3692  
Email: [barry.kreiswirth@dc.gov](mailto:barry.kreiswirth@dc.gov)

**XV. MODIFICATIONS**

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

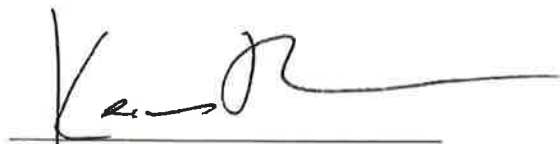
**XVI. MISCELLANEOUS**

The Seller, Buyer, and Buyer Agencies shall comply with all applicable District of Columbia and federal laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

**[signature page follows]**

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

OFFICE OF THE CITY ADMINISTRATOR, ON BEHALF OF THE BUYER AGENCIES

A handwritten signature in black ink, appearing to read 'Kevin Donahue', written over a horizontal line.

Kevin Donahue  
City Administrator

Date: 9-9-21

OFFICE OF UNIFIED COMMUNICATIONS

A handwritten signature in blue ink, appearing to read 'Cleo Subido', written over a horizontal line.

Cleo Subido  
Interim Director

Date: 8/26/2021

## **CITYWIDE RADIO SYSTEM ACCESS AND USAGE STANDARDS**

### Citywide Radio System

The District's Citywide Radio System is maintained and managed by the Office of Unified Communications ("OUC") for primary use by public safety agencies and secondary use by all other District and regional partner agencies in furtherance of the duties and functions of those agencies. The system is designed with multiple layers of redundancy in its physical layer.

### Talk Groups/Frequencies/Channels

A Buyer Agency may not change any talk group name, function, or alias without the express advance permission of the OUC System Manager.

Each Buyer Agency shall use only those talk groups that have been pre-programmed in radios provided to that Buyer Agency by OUC. Buyer Agency will ensure that its employees primarily use Buyer Agency's assigned talk groups for daily operations. Buyer Agency will direct its personnel to communicate on all other pre-programmed talk groups only when the specific conditions below have been met:

#### *Citywide 1 Talk Group*

Buyer Agency's approved personnel shall use the Citywide 1 talk group on the radio to connect with the radio operator and with dispatcher in charge of Citywide communications for emergencies only. This procedure is designed for emergency use only, and all other communications shall occur over the other designated Buyer Agency and mutual-aid channels. Use of this mechanism shall be limited to those radios specifically designated by Buyer Agency and OUC.

#### *800 / 700 MHz Frequencies*

800 MHz frequencies are 16 - FCC provided channels and 700 MHz frequencies are 10 - FCC provided channels. These channels are licensed to OUC for citywide radio usage. Users do not have the ability to change frequencies on the radios and the frequencies are only configurable on the radio system by OUC personnel. System management automates the assignment of a channel to a user. Buyer Agency shall limit use of the Citywide Radio System by its employees and agents to work-related operations only.

#### *Radio Interoperability Zone (RIZ)*

Buyer Agency will ensure that its employees use radio interoperability zone (RIZ) talk groups for multi-agency event communications only. Before using a talk group, Buyer Agency shall notify OUC Dispatch Operations at (202) 373-3700 of Buyer Agency's intent to use a RIZ talk group, the point of contact, and the length of the event. When the event is completed, notify OUC 911 Operations at the conclusion of the event.

#### *DC National Public Safety Planning Advisory Committee (NPSPAC) channel*



FCC established these five (5) mutual aid channels reserved for emergency regional use. These channels are not monitored by a dispatcher and are available for multi-jurisdiction interoperability communication only. Buyer Agency shall notify OUC Dispatch Operations at (202) 373-3700 before activating DC NPSPAC in repeat mode.

#### *Talkaround (Direct)*

Use of NPSPAC in talkaround (Direct) mode is restricted to pre-approved multi-agency communication or during an emergency that renders the Citywide Radio System out-of-service. The radio “bunks” when the channel is not available.

#### Emergency Button Support

Emergency alerting is used by specific agencies to alert users that they are experiencing an emergency and they can’t talk over the radio, such as “man down” or “1033”. The alert tone automatically goes to the dispatch consoles, where the dispatcher will call the identified user to check on their welfare. Unless specified, most agencies do not have the emergency button enabled. If this function is enabled, an agency will be notified where the alert is directed. As an example, MPD and FEMS alerts are received by OUC.

#### Failsoft

In the event of a major loss of system resources, Buyer Agency-assigned talk groups have a “Failsoft” channel assignment and will maintain system access through the most severely debilitated, but still operational state of the District’s Citywide Radio System.

#### Patches

OUC must approve all permanent or temporary patches to any radio channels on the Citywide Radio System before they become operational. Such patches include patches on the Trunked Simulcast radio system and conventional radio resources.

All other Buyer Agency talk group patches have to be pre-approved by the OUC. Patching an encrypted talk group to non-encrypted talk group is strictly prohibited without OUC management approval.

Console patching—notify OUC Dispatch operations before making any multi-agency patches. Once the communications event is complete, notify the OUC and take down the patch.

#### Help Desk Support and Troubleshooting

This section governs helpdesk response times for Remedy helpdesk tickets.

1. All initial calls for service by a Buyer Agency under the MOU should be made to the OUC Radio Help Desk helpdesk line (202)373-3737.
2. During normal operational hours (Mon-Fri 0730-1630), OUC technicians will respond to Radio helpdesk tickets within thirty (30) minutes. The OUC Radio Help Desk will notify the point of contact for the Radio helpdesk ticket within one (1) hour if the ticket has been resolved or escalated. If the ticket is escalated, the OUC Radio Helpdesk will provide an estimated timeline

for resolution based on the severity and complexity of the issue.

3. Outside of normal operational hours, OUC technicians will respond to Radio helpdesk tickets within one (1) hour. The OUC Radio Help Desk will notify the point of contact for the Radio helpdesk ticket within two (2) hours if the ticket has been resolved or escalated. If the ticket is escalated, the OUC Radio Helpdesk will provide an estimated timeline for resolution based on the severity and complexity of the issue.

#### FCC Regulations

Buyer Agencies shall comply with all FCC regulations for radio communications use as described in FCC Rules and Regulations, Part 90, where applicable. Furthermore, pursuant to FCC Rules and Regulations, Part 90.631(a), a Buyer Agency's radios on the District network shall be counted towards the District's total system load.

#### Definitions

For the purposes of these standards, "Buyer Agency" means a District of Columbia government agency, other than OUC, that uses the Citywide Radio System through a memorandum of understanding with OUC.

## ATTACHMENT B - CITYWIDE RADIO MOU - FY2022 SCHEDULE OF RADIO COSTS FOR ALL AGENCIES

Tiered Service plus Cost per Radio

Cost Per Minute	\$1.33
Annual Cost per Radio	\$51.84
Average Radio Warranty - Annual	\$18.30
Average Battery Warranty - Annual	\$33.54

Tier	Minute Range	Annual cost	# of Radios
Tier 1	0 - 1499	\$1,993.67	Up to 100
Tier 2	1,500 to 4,999	\$6,648.67	Up to 100
Tier 3	5,000 to 9,999	\$13,298.67	Up to 100
Tier 4	10,000 to 19,999	\$26,598.67	Up to 200
Tier 5	20,000 to 29,999	\$39,898.67	Up to 200
Tier 6	30,000 to 39,999	\$53,198.67	Up to 200
Tier 7	40,000 to 49,999	\$66,498.67	Up to 300
Tier 8	50,000 to 59,999	\$79,798.67	Up to 300
Tier 9	60,000 to 69,999	\$93,098.67	Up to 300
Tier 10	70,000 to 99,999	\$132,998.67	Up to 450

Agency	FY22 Tier	System Usage	Total # of Radios	Delta # of Radios	Delta Radio Cost	System Usage Cost	FY22 Total Cost
OCTO	Tier 1	0.83	6		\$0.00	\$1,993.67	\$1,993.67
DCRA	Tier 1	1.50	26		\$0.00	\$1,993.67	\$1,993.67
Serve DC	Tier 1	4.10	21		\$0.00	\$1,993.67	\$1,993.67
ABRA	Tier 1	38.11	9		\$0.00	\$1,993.67	\$1,993.67
DOH	Tier 1	212.23	208	108	\$5,598.72	\$1,993.67	\$7,592.39
OCME	Tier 1	222.27	29		\$0.00	\$1,993.67	\$1,993.67
DFHV	Tier 1	691.57	24		\$0.00	\$1,993.67	\$1,993.67

FY2022 Citywide Radio System MOU - Attachment B

Agency	FY22 Tier	System Usage	Total # of Radios	Delta # of Radios	Delta Radio Cost	System Usage Cost	FY22 Total Cost
HSEMA	Tier 1	1355.96	90		\$0.00	\$1,993.67	\$1,993.67
DPR	Tier 2	2837.47	19		\$0.00	\$6,648.67	\$6,648.67
DCPL	Tier 3	5016.19	61		\$0.00	\$13,298.67	\$13,298.67
DFS	Tier 3	6613.71	74		\$0.00	\$13,298.67	\$13,298.67
DPW	Tier 3	7254.45	80		\$0.00	\$13,298.67	\$13,298.67
DGS PSD	Tier 3	8353.44	231	131	\$6,791.04	\$13,298.67	\$20,089.71
DHS	Tier 2	8810.92	86		\$0.00	\$6,648.67	\$6,648.67
DBH	Tier 4	13505.06	81		\$0.00	\$26,598.67	\$26,598.67
DCPS	Tier 4	17639.62	30		\$0.00	\$26,598.67	\$26,598.67
DDOT	Tier 5	29690.41	193		\$0.00	\$39,898.67	\$39,898.67
DYRS	Tier 8	52742.02	75		\$0.00	\$79,798.67	\$79,798.67
DOC	Tier 10	141301.28	500	50	\$2,592.00	\$132,998.67	\$135,590.67
							<b>\$403,316.49</b>



## **District of Columbia**

### **Approved Radio Equipment List**

#### **Radios**

- APX 4000 Model 2
- APX 6000 Model 2 Portable
- APX 6000 XE Model 2 Portable
- APX 6500 Dual Control Head Mobile
- APX 6500 Single Control Head Mobile
- APX 7000 Dual Band Full Display and Keypad Portable
- XTS 5000R Portable Radio MN. H18UCF9PW6AN
- XTL 5000 Mobile Radio MN. M20URS9PW1AN

#### **Antennas**

- Car Antenna Maxrad - 800 MHz
- APX 7500 Roof MT GPS Antenna
- Motorola 700 / 800 MHz Antennas - NAF5085

#### **Batteries**

- Batt IMP STD IP67 Liion 2900M 3100T - NNTN7038A (Motorola)
- Batteries - PMNN4403A (Motorola)
- 7.5 MULTIPLIER BATTERY
- XTS Nicod Batteries – 8950 (Procom)

#### **Consolettes**

- Consolette - L30URS9PW1AN (Motorola)
- MCD 5000 Deskset
- GM 300 Consolette Microphone

#### **Docking Station**

- Havis Rugged Mobile Docking Station

#### **Repeaters**

- No repeaters / BDAs / DAS should be used on the system without consulting with the OUC

#### **Chargers**

- Apex Charger – Desktop – CORDS
- Apex Charger – Desktop – BASE
- Impress Gang Charger (6 slot)
- Impress Single Desk Chargers

**Unified Communications Center • 2720 Martin Luther King, Jr. Ave, SE Washington, D.C. 20032**  
**[www.ouc.dc.gov](http://www.ouc.dc.gov)**

**DATE:** Monday, October 2, 2017

**Effective Date:** Monday, October 2, 2017

**TO:** DC Government and Federal Agencies Utilizing OUC Radio Equipment

**FROM:** Office of Unified Communications (OUC)

**RE:** Revised OUC IT Reporting Procedure for Lost or Stolen District Assets

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**PURPOSE:**

The purpose of this OUC IT Reporting Procedure is to update operational guidelines necessary to provide for the non-emergency reporting of District-owned radio communications equipment that has been deemed lost or stolen. These guidelines are designated as the **OUC IT Reporting Procedure for Lost or Stolen District Assets**. The Office of Unified Communications issues such equipment to other District agencies, referred to as "*Buyer Agencies*", under the terms of a Citywide Radio Memorandum of Understanding (MOU).

**SCOPE:**

This reporting procedure applies as follows:

*Which agencies does this procedure apply to?*

"Buyer Agencies", which are those agencies that have executed an MOU with OUC for Citywide Radio Services (or on whose behalf the City Administrator has executed such an MOU).

*Which types of equipment does this procedure apply to?*

Any radio communications equipment that meets one or more of the following categories:

- Equipment issued by the OUC to the Buyer Agency, including loaners
- Equipment procured by the OUC, on behalf of a Buyer Agency
- Equipment with access to the Citywide Radio System.

For the purposes of these guidelines, radio communications equipment includes but is not limited to:

- Portable Radios
- Mobile Radios
- Tough Books
- Tablets
- Cell phones with radio related technology installed, such as WAVE or CAD Mobile

**AUTHORITY:**

The Office of Unified Communications, Information Technology Department, shall have oversight of the OUC IT Reporting Procedure for Lost or Stolen District Assets.

Case reports resulting from the OUC IT Reporting Procedure for Lost or Stolen District Assets will be completed by the Radio Services Group and filed in Remedy CMBD Asset Management and Quickbase.

**POLICY DESCRIPTION:**

The OUC must maintain adequate control of radio communications equipment and provide an accurate inventory and status of all radio assets. As such, it is the policy of the Office of Unified Communications, Information Technology Division, that the following steps be employed, when OUC-issued radio equipment has been deemed lost or stolen:

**PROCEDURE(S) FOR REPORTING:**

**Responsibility:**

1. At such time as a loss or theft of radio communications equipment occurs, the individual assigned to the respective equipment must:
  - a. Notify their superior, where applicable
  - b. Notify the OUC IT Services Helpdesk at 202-373-3737 within twenty-four (24) hours. The OUC IT Services Helpdesk will generate an internal tracking ticket and assign it to the Radio Services Group.
2. Complete and file a police report utilizing the MPD Property Form PD84 within forty-eight (48) hours.
3. If the lost or stolen asset falls within the scope of loaner equipment, it is the responsibility of the Buyer Agency to reimburse OUC for the cost of the loaner equipment.



**DATE: 10/4/21****DUE DATE: 10/11/21****DEADLINE DATE:** \_\_\_\_\_***Expedite Process***

<b>DIVISION TITLE: PORTFOLIO</b>		<b>SUBJECT: FY22 ASM – DGS/ONSE MOU for Buena Vista Terrace Playground Appraisal</b>	
CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY			
<b>DIVISION FUND IDENTIFIER:</b> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)			
<b>ORIGINATOR:</b>	<b>NAME: Dawit Beru</b> <b>PHONE NUMBER: 202-446-4235</b>		
<b>TITLE</b>	<b>NAME</b>	<b>Director Received Date:</b>	
		<b>INITIAL</b>	<b>DATE</b>
<b>Training Specialist</b>	VENOLA JOHNSON		
<b>Applicable Associate Director</b>	CHRISTOPER PRINCE DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA	TH	10/07/2021
<b>Resource Allocation</b>	WANDA JONES	WJ	10/07/2021
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS	DM	10/08/2021
<b>Chief Administrative Officer</b>	MICHELLE DEE	MD	10/08/2021
<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM		

DLRS \_\_\_\_\_

# Office of the Director

<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			KJ	10/08/2021
<b>General Counsel</b>	XAVIER BEL TRAN			XB	10/08/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	10/08/2021

**Summary:** ONSSE has requested that DGS procure an appraisal to determine fair market value and fair market rent for a vacant lot located at 3025 Buena Vista Terrace, SE. The appraisal will assist in negotiating a purchase price or ground lease rental rate. That information will be discussed with the owner and presented in an OCA decision memo to determine funding availability to potentially develop a small playground.

---

**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)

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**Date Document Executed:** \_\_\_\_\_

☐ ELMO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAFER, STRONGER DC OFFICE OF  
NEIGHBORHOOD SAFETY AND ENGAGEMENT  
AND  
THE DEPARTMENT OF GENERAL SERVICES  
FISCAL YEAR 2021**

**I. INTRODUCTION**

This Memorandum of Understanding (MOU) is entered into between the Safer, Stronger DC Office of Neighborhood Safety and Engagement ("ONSE" or "Buyer") and the Department of General Services ("DGS" or "Seller"), collectively referred to herein as the "Parties".

**II. PROGRAM GOALS AND OBJECTIVES**

The purpose of this MOU is to accommodate the intra-District transfer of funding from ONSE to DGS to procure appraisal services to support the lease/purchase of the lot located at 3025 Buena Vista Terrace, SE Washington, DC 20020 also known as the Harrison Property.

**III. SCOPE OF SERVICES**

Pursuant to applicable statutes 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 (ONSE)**

1. ONSE shall transfer to Seller Three Thousand, Seven Hundred Fifty Dollars (\$3,750) through the Intra-District process for the cost of services to be provided by Seller pursuant to this MOU. The transfer shall be effected within two (2) business days of the Effective Date of this MOU.

**B. Responsibilities of Seller (DGS)**

1. DGS shall procure a fair market appraisal for the Harrison Property based on the Statement of Work attached. Appraiser Morris James was selected to perform the work and was provided a copy.
2. DGS shall make sure that the funds for the services are reflected in the budget entry budget line detail screen and the appropriate accumulators.
3. DGS shall establish an agency internal service fund with a corresponding index that ties to the fund and agency organization structure.
4. If any transferred funds remain unspent at the end of the fiscal year, DGS shall promptly returns to the Buyer the unspent funds.



#### **IV. DURATION AND EFFECTIVE DATE OF MOU**

This MOU shall be effective as of October 1st, 2021 and shall remain in force from October 1st, 2021 until September 30<sup>th</sup>, 2022, upon completion of the provision of goods and services required under this MOU, or upon termination of this MOU pursuant to the terms hereof, 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 shall not exceed Three Thousand, Seven Hundred Fifty Dollars (\$3,750) as set forth below. Funding for the services shall not exceed the actual costs thereof, including labor, materials and overhead.

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

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

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

Seller shall maintain records of the transfer of all funds for a period of three years from the date of expiration or termination of the MOU and, upon request of Buyer, make these documents available for inspection by duly authorized representatives of Buyer and other officials of the District or federal government as may be specified by Buyer in its sole discretion.

## **IX. NOTICE**

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

For Buyer:

**Delbert McFadden**  
Executive Director  
Executive Office of the Mayor  
Safer, Stronger DC Office of  
Neighborhood Safety and Engagement  
100 42<sup>nd</sup> St, NE  
Washington, DC 20019  
Cell: 202-355-4438  
delbert.mcfadden@dc.gov

For DGS:

**Tiwana Hicks**  
Associate Director  
Department of General Services  
Portfolio Division  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 741.7742  
Cell: (202) 359-3741  
Email: tiwana.hicks@dc.gov

## **X. RESOLUTION OF DISPUTES**

The Director of DGS and Executive Director of ONSE or their respective designees shall resolve all adjustments and disputes arising from services provided under this MOU.

## **XI. MODIFICATIONS**

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

## **XII. PROVISIONS FOR TERMINATION**

Either Party may terminate this MOU by giving sixty (60) calendar days advance written notice to the other Party. In the event of such termination by DGS prior to completion of the provision of goods and services required hereunder, all funds received and unspent by DGS pursuant to this MOU shall be returned to Buyer. In the event of such termination by Buyer prior to completion of the provision of goods and services required hereunder, all funds received by DGS shall be retained by DGS in order for DGS to pay for the financial obligations contractually incurred by DGS as a result of Buyer's use.

## **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:

**SAFER, STRONGER DC OFFICE OF  
NEIGHBORHOOD SAFETY AND ENGAGEMENT**

*Delbert McFadden*  
Delbert McFadden (Oct 4, 2021 15:34 EDT)

Delbert McFadden  
Executive Director

Date: Oct 4, 2021

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
*Keith A. Anderson*  
Key: 9a51f0616df41268ca619a76bf9ee0d

Keith A. Anderson  
Director

Date: 10/08/2021





DATE:

DUE DATE: 11/1/201**DEADLINE DATE:-**10/29/2021**☒ Expedite Process****DIVISION TITLE:**

Facilities

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 for Postage Meter Account Funds

**ORIGINATOR: REGINALD  
GREENE**

**NAME: Reginald Greene**  
**PHONE NUMBER: 202-253-1746**

**TITLE**

Area/Postal Operations Manager

**NAME: Reginald Greene****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

**Deputy Chief Operating  
Officer**

DANIELLE MEADORS

DM

10/13/2021

**Chief Administrative Officer**

MICHELLE DEE

MD

10/14/2021



DLRS \_\_\_\_\_

# Office of the Director

Agency Fiscal Officer	ANTOINETTE HUDSON-BECKHAM				
Supervisory Attorney	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS				
General Counsel	XAVIER BELTRAN			XB	10/14/2021
Director	KEITH A. ANDERSON			KAA	10/14/2021

Summary:

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

**I. INTRODUCTION**

This Memorandum of Understanding (“M.O.U.”) is entered into between the Department of General Service (“D.G.S.”) and the Department of Health Care Finance (“DHCF”), collectively referred to herein as the “Parties.”

**II. PROGRAM GOALS AND OBJECTIVES**

The Department of Health Care Finance has requested the services of the Department of General Services to provide outgoing mail distribution services including postage fees for outgoing mail.

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

**III. RESPONSIBILITIES OF THE PARTIES**

A. Responsibilities of D.G.S.:

D.G.S. will provide DHCF outgoing mail distribution service, including postage fees for outgoing mail.

B. Responsibilities of DHCF:

DHCF shall provide unhindered access to the premises for the appropriate Contractor(s) to provide services.

**IV. EFFECTIVE DATE**

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

**V. DURATION OF MOU**

This M.O.U. 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 M.O.U. shall not exceed **\$20,000.00 (twenty-thousand dollars)** for the term. Funding for these services shall not exceed the actual cost of goods and services, including labor and overhead costs.

- B. DHCF shall issue a funding transfer in the amount of **\$20,000.00** (twenty-thousand dollars) within ten (10) days after the Effective Date of this M.O.U., the available budget for the goods and services.
- C. The estimated cost of this M.O.U. is based on the estimated costs of goods and services during the term of this M.O.U. However, the cost of goods and services shall not exceed the already stated amount. In the event that costs of goods and services exceed the maximum cost of this M.O.U., D.G.S. shall have no obligation to complete services in excess of the amount provided with this M.O.U. until the parties amend this M.O.U. to provide additional funds.

## **VII. TRANSFER OF RIGHTS AND RESPONSIBILITIES**

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

## **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 D.G.S., its contractors, subcontractors, agents, and/or employees in the performance of, or in connection with, any work contemplated or performed under this M.O.U.

## **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 M.O.U. The Parties or their designees shall resolve all adjustments and disputes arising from services provided and invoiced under this M.O.U.

## **X. RECORDS AND REPORTS**

DGS shall maintain records and receipts for the expenditures of all funds provided and, upon 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 M.O.U. may be modified only upon prior written agreement executed by DHCF and D.G.S.

## **XII. PROVISIONS FOR TERMINATION**

Parties may terminate this M.O.U. 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 M.O.U.

Such termination shall not be deemed a breach of the M.O.U.

### **XIII. CLOSEOUT PROVISIONS**

DGS shall submit the following:

- (1) Final financial statements of incurred expenses by no later than ninety (90) days after the expiration or earlier termination of this M.O.U. in a format acceptable to D.G.S. and DHCF.

### **XIV. AUTHORITY FOR MOU**

The authority for this M.O.U. includes D.C. 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 M.O.U., or any subsequent agreement entered into by the Parties pursuant to this M.O.U., are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349 and 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001) and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly conditioned. D.G.S. shall make no obligations in excess of the amount of this M.O.U.

### **XVI. NOTICE**

The following individuals are the contact points for each Party under this M.O.U.:

For D.G.S.: Reginald Greene, Building Manager  
DC Department of General Services-Facilities Division  
441 4<sup>th</sup> Street, N.W., Suite 1C26N  
Washington, DC 20001  
Desk: 202.727-3133  
Cell: 202.727-6577  
[reginald.greene@dc.gov](mailto:reginald.greene@dc.gov)

For DHCF: Tondalaya Hamilton, Support Services Manager  
DC Department of Health Care Finance  
441 4<sup>th</sup> Street, N.W., Suite 900S  
Washington, DC 20001  
Main: 202-442-9074  
[tondalaya.hamilton2@dc.gov](mailto:tondalaya.hamilton2@dc.gov)

These individuals are responsible for the management and coordination of the requirements for their respective agencies incorporated in this M.O.U. Notices and copies of pertinent correspondence and changes or other transactions pertaining to this M.O.U. shall be furnished to these individuals.

## XVII. AUTHORIZATION

Authorized

eSigned via SeamlessDocs.com  
*Keith A. Anderson*  
Key: 6e3d20eace84149e507d559c1730d9c7

10/14/2021

Date

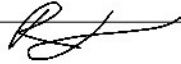
Keith A. Anderson  
Director  
Department of General Services

Authorized

Date

Wayne Turnage  
Director  
Department of Health Care Finance

**DATE:** 10/14/2021**DUE DATE:** 10/22/2021**DEADLINE DATE:** 10/22/2021☐ **Expedite Process**

<b>DIVISION TITLE:</b>  PORTFOLIO  CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY  <b>DIVISION FUND IDENTIFIER:</b> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		<b>SUBJECT:</b>  FY22 ASM-DGS/DISB -1050 1st St NE COVID-19 Enhanced Cleaning Service			
<b>ORIGINATOR:</b>		<b>NAME:</b> Rashad Jenkins  <b>PHONE NUMBER:</b> (202) 671-2802			
<b>TITLE</b>	<b>NAME</b>			<b>Director Received Date:</b>	
				<b>INITIAL</b>	<b>DATE</b>
<b>Training Specialist</b>	VENOLA JOHNSON				
<b>Applicable Associate Director</b>	RALPH MCLEAN, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA	X		TH	10/15/2021
<b>Resource Allocation</b>	WANDA JONES	X		WJ	10/15/2021
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS	X		DM	10/15/2021
<b>Chief Administrative Officer</b>	MICHELLE DEE	X		MD	10/15/2021
<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM	X			

DLRS \_\_\_\_\_

# Office of the Director

<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS	X		
<b>General Counsel</b>	XAVIER BELTRAN	X	XB	10/15/2021
<b>Director</b>	KEITH A. ANDERSON	X	KA	10/15/2021

---

**Summary:**

FY22 annual allocation for COVID-19 Landlord provided enhanced cleaning services on behalf of DISB.

---

**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)

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**Date Document Executed:** \_\_\_\_\_

☐ ELMO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF INSURANCE, SECURITIES AND BANKING  
AND  
DEPARTMENT OF GENERAL SERVICES  
FY 2022**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Department of Insurance, Securities and Banking (“DISB”) and the Department of General Services (“DGS”), collectively referred to herein as the “Parties” and individually as “Party.”

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01 (k); D.C. Official Code § 10-551.01 (b)(4).

**III. PROGRAM GOALS AND OBJECTIVES**

The purpose of this MOU is to accommodate the intra-District funds transfer from DISB to DGS for the daily enhanced routine COVID-19 cleaning of common areas (per the District’s pro-rata share of 58.53%) and DISB interior premises located at 1050 First Street, NE, Washington, DC 20002 (7<sup>th</sup> and 8<sup>th</sup> Floors). In accordance with an agreed upon scope of work, DISB recognizes that DGS is authorized, pursuant to D.C. Official Code § 10-551.01(b)(4), to provide building services for facilities owned and occupied by the District government to meet the needs as described above.

**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, the Parties hereby agree as follows:

**A. Responsibility of DISB**

DISB shall transfer in advance to DGS, through the intra-District process, Fifty-six Thousand Three Hundred and Ninety Dollars and Ten Cents (\$56,390.10) for the FY22 Fiscal Year to reimburse DGS for the estimated cost of services to be provided pursuant to this MOU. The transfer shall be initiated within two (2) business days of the effective date of this MOU.

**B. Responsibility of DGS**

DGS shall grant Landlord authorization to continue enhanced cleaning services rendered by the Landlord’s janitorial service provider at 1050 First Street, NE, Washington, DC 20002 in accordance with the agreed upon scope of work. If any transferred funds remain unspent at the end of the fiscal year, DGS will promptly



return the unspent funds to DISB.

## **V. 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 DISB Commissioner 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.

## **VI. FUNDING PROVISIONS**

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

1. Total cost for services under this MOU shall not exceed Fifty-six Thousand Three Hundred and Ninety Dollars and Ten Cents (\$56,390.10) 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 stated below in **Section B (Payment)**.
2. Any portion of the funds transferred to DGS by DISB pursuant to this MOU that remain unused for the purposes of this MOU by September 30, 2022, shall be returned to DISB 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 DISB 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 DISB to DGS based on the amounts specified in Section VI, Paragraph A.1 above, but in no event shall the amount exceed Fifty- Six Thousand Three Hundred and Ninety Dollars and Ten Cents (\$56,390.10).
2. DISB shall make the Intra-District Transfer described in Section VI, 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.

## **VII. AMENDMENTS AND MODIFICATIONS**

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

## **VIII. CONSISTENT WITH LAW**

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

## **IX. COMPLIANCE AND MONITORING**

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

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

## **XI. TERMINATION OF THE MOU**

DISB 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 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.

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

## **XII. NOTICE**

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

### **DEPARTMENT OF INS URANCE, SECURITIES AND BANKING**

Bright Ahaiwe

Agency Fiscal Officer

Department of Insurance, Securities and Banking (DISB)

1050 First Street, NE, Suite 801

Washington, DC 20002

Phone: (202) 442-7822  
Fax: (202) 535-1207  
Email: [Bright.Ahaiwe@dc.gov](mailto:Bright.Ahaiwe@dc.gov)

## DEPARTMENT OF GENERAL SERVICES

Tiwana Hicks  
Associate Director of Portfolio  
Department of General Services  
2000 14th Street, N.W., 8th Floor  
Washington, D.C. 20009  
Phone: (202) 698-7762  
Email: [Tiwana.hicks@dc.gov](mailto:Tiwana.hicks@dc.gov)

## XIII. 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.

## XIV. 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 DISB.

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

## DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com  
  
Key: c5de545da8240acb15c8da1d9e82935b

\_\_\_\_\_  
Keith A. Anderson  
Director

DATE: 10/18/2021

## DEPARTMENT OF INSURANCE, SECURITIES AND BANKING

 Karima Woods  
Digitally signed by Karima Woods  
Date: 2021.10.14 14:18:03 -04'00'

\_\_\_\_\_  
Karima Woods  
Commissioner

DATE: October 14, 2021

**INTRA-DISTRICT STANDARD REQUEST FORM**

Government of the District of Columbia

**PART I****GENERAL**

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

EFF DATE OF MOU: 10/1/2021

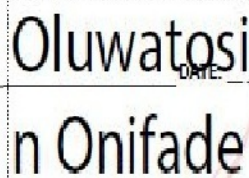
**SELLER INFORMATION**AGENCY: Department of General ServicesAGENCY CODE: AM0NAME OF CONTACT: Antoinette Hudson-Beckham, AFOADDRESS : 2000 14th Street NW, 5th FloorWashington, DC 20009TELEPHONE # : (202) 698-7476

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

AUTHORIZING OFFICER \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**BUYER INFORMATION**AGENCY: Department of Insurance, Securities and Banking (DISB)AGENCY CODE: SR0NAME OF CONTACT: Bright Ahaïwe , Agency Fiscal OfficerADDRESS : 1050 First Street, NE, Suite 801Washington, DC 20002TELEPHONE # : (202) 442-7822

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

for  
AUTHORIZING OFFICER \_\_\_\_\_  
Oluwatosi  
n OnifadeDigitally signed by  
Oluwatosin Onifade  
Date: 2021.10.12  
12:34:32 -04'00'

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION

## PART II

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

### SERVICE INFORMATION AND FUNDING CODES

**GOOD/ SERVICE:** \_\_\_\_\_ Daily enhanced routine COVID-19 cleaning of common area  
(per District's pro-rata share of 58.53%) and DISB interior premises - FY22 \$56,390.10  
**\$2,819.51**

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
Seller	AM0	22								
Buyer	SR0	22	0100	2100	2100T	1040M	0410			

**GOOD/ SERVICE:** \_\_\_\_\_  
\_\_\_\_\_  
**DATE:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ **TOTAL:** **\$19,736.54**

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER	SR0	22	0100	2200	2200T	1040M	0410			

**GOOD/ SERVICE:** \_\_\_\_\_  
\_\_\_\_\_  
**DATE:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ **TOTAL:** **\$9,022.42**

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER	SR0	22	0100	2350	2300T	1040M	0410			

**GOOD/ SERVICE:** \_\_\_\_\_  
\_\_\_\_\_  
**DATE:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ **TOTAL:** **\$18,608.73**

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER	SR0	22	0100	2350	2900T	1040M	0410			

**DATE:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ **TOTAL:** **\$6,202.91**

	AGY	YR	ORG CODE	FUND	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH
SELLER										
BUYER	SR0	22	0100	2800	2800T	1040M	0410			

Revised 9/15/98

**DATE: October 26, 2021****DUE DATE: October 29, 2021****DEADLINE DATE: November 1, 2021****× Expedite Process**

<b>DIVISION TITLE:</b>  <b><u>CAPITAL CONSTRUCTION</u></b> CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY  <b><u>CCD - CAPITAL</u></b> <b>DIVISION FUND IDENTIFIER:</b> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)	<b>SUBJECT:</b>  <a href="#">background - DLRS</a> <a href="#">3831 - Addendum IV</a> <b>FY22</b>  <b>Capital Construction Division (CCD) – Capital</b>  Memorandum of Understanding between The District Department of Transportation (DDOT) and The Department of General Services (DGS)			
<b>ORIGINATOR:</b>	<b>NAME: Seth Randall</b> <b>PHONE NUMBER: 202-677-7945</b>			
<b>TITLE</b>	<b>NAME</b>		<b>Director Received Date:</b>	
			<b>INITIAL</b>	<b>DATE</b>
<b>Training Specialist</b>	VENOLA JOHNSON			
<b>Applicable Associate Director</b>	RALPH MCLEAN, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE JOHN A. STOKES MATT FLOCA		TBM	10/27/2021
<b>Resource Allocation</b>	WANDA JONES		WJ	10/27/2021
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS		DM	10/27/2021
<b>Chief Administrative Officer</b>	MICHELLE DEE		MD	10/28/2021



<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM				
<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			KW	10/28/2021
<b>General Counsel</b>	XAVIER BEL TRAN			XB	10/28/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	10/28/2021

**Summary:**

This Addendum No. 4 Memorandum of Understanding (MOU) between the District of Columbia Department of Transportation (DDOT) and the Department of General Services (DGS); seeks to exercise the option in the MOU for a fourth six-month extension of the duration. This will effectively extend the duration of the MOU through March 31, 2022. This is to accommodate the revised completion schedule caused by shutdowns, workforce scale-backs, and severe delays and disruptions to manufacturing supply chains caused by the COVID-19 pandemic. The updated impacted schedule is attached. The project record also shows availability of funds for the completion at the time of the exercise of the option.

**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  
DISTRICT DEPARTMENT OF TRANSPORTATION  
AND  
THE DEPARTMENT OF GENERAL SERVICES**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between the District Department of Transportation ("DDOT" or "Buyer"), and the Department of General Services ("DGS" or "Seller"), the seller agency, collectively referred to herein as the "Parties."

**II. PROGRAM GOALS AND OBJECTIVES**

The Parties entered a Memorandum of Understanding dated June 18, 2018 ("2018 MOU") to accommodate the Intra-District transfer of funding from DDOT to DGS for major upgrades of DDOT's Material Testing Laboratory, with a performance period ending September 30, 2019. Section VI (B) of the 2018 MOU provided that the Parties could exercise a maximum of three (3) six-month option periods, which the Parties exercised. The First Addendum, dated January 21, 2020, extended the performance period through September 20, 2020. On November 3, 2020, the Parties executed a Second Addendum, extending the performance period through March 31, 2021. On July 30, 2021, the Parties executed a Third Addendum, extending the performance period through September 30, 2021. The on-going project is the expansion and modernization of the existing facility located at 350 McMillan Drive NW, Washington, DC. The purpose of this MOU is to affirm that although the 2018 MOU expired, the project has been on-going, and the Parties desire to extend the performance period under the 2018 MOU without any additional cost changes to the 2018 MOU. The Parties acknowledge that unless otherwise stated herein, the terms and provisions of the 2018 MOU and addendum are adopted and incorporated by reference as if fully restated herein subject to the following modifications (and the 2018 MOU and subsequent addenda are attached as Attachment A):

**III. REVISED PROJECT TIMELINE**

The revised project timeline is as follows:

- a. Construction: Start - August 1, 2019; Complete- March 31, 2022

**IV. DURATION OF MOU**

- a. The Parties do not desire to limit the duration of the of the 2018 MOU to a maximum of the three (3) six-month period options. This MOU will effectively extend the duration of the 2018 MOU through March 31, 2022. This performance extension is to accommodate the revised completion schedule caused by disruptions to the supply and delivery of the specified laboratory equipment due to the COVID-19 pandemic. It will also allow the completion of the Washington Gas installation of the gas supply to the new facility. The updated impacted schedule is attached as Attachment B. The project records.



also shows availability of funds for the completion of the project at the time of the exercise of this extension.

- b. The Parties may extend the term of this MOU by exercising a maximum of two (2) additional 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.

## **V. NOTICE**

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

### **For DDOT:**

Rezene Medhani, Ph.D., P.E.  
Geotechnical/Materials Engineer  
District Department of Transportation  
55 M Street SE  
Washington, DC 20003  
Office: (202) 654-6030  
Cell: (202) 345-3700  
[rezene.medhani@dc.gov](mailto:rezene.medhani@dc.gov)

### **For DGS:**

Gbolahan Williams  
Executive Program Manager  
Government Centers Program  
Capital Construction Division  
Department of General Services  
1250 U Street, NW, 4th Floor  
Washington, DC 20009  
Office: (202) 698-4109  
Cell: (202) 295-7047  
[Gbolahan.williams@dc.gov](mailto:Gbolahan.williams@dc.gov)

## **VI. EFFECTIVE DATE**

Upon execution by both Parties, this MOU shall be effective until March 31, 2022.

## **VII. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated under the referenced 2018 MOU.

**[signatures to follow]**

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

**DISTRICT DEPARTMENT OF TRANSPORTATION**

---

Everett Lott  
Acting Director

---

Date

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
*Keith A. Anderson*  
Key: 617f5aa56dd045c58a53ad5a9c875265

---

Keith A. Anderson  
Director

10/28/2021

---

Date




DATE: 10/19/2021

DUE DATE: 10/26/2021

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

☐ Expedite Process

<b>DIVISION TITLE:</b> Protective Services Division  CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY  <b>DIVISION FUND IDENTIFIER:</b> AMP, ASM, FMD, PSD, (CCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		<b>SUBJECT: FY22 MOU DACL PSD – DGS (Operating)</b>	
<b>ORIGINATOR:</b>		<b>NAME: Leila Gheitu</b> <b>PHONE NUMBER: (202)679-5011</b>	
<b>TITLE</b>	<b>NAME</b>	<b>Director Received Date:</b>	
		<b>INITIAL</b>	<b>DATE</b>
<b>Training Specialist</b>	VENOLA JOHNSON		
<b>Applicable Associate Director</b>	CHRISTOPHER B. PRINCE		10/19/21
	DONNY GONZALEZ		
	GEORGE LEWIS		
	TIWANA HICKS, ACTING		
	SHAWN WINSLOW		
	TIFFANY MOORE, ACTING		
	JOHN A. STOKES		
	MATT FLOCA		
<b>Resource Allocation</b>	WANDA JONES	WJ	10/19/2021
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS	DM	10/19/2021
<b>Chief Administrative Officer</b>	MICHELLE DEE	MD	10/19/2021
<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM		

DLRS \_\_\_\_\_

# Office of the Director

<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			VA	10/19/2021
<b>General Counsel</b>	XAVIER BELTRAN			XB	10/19/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	10/20/2021

**Summary:** Attached for approval and signature is an MOU between the Department of General Services (DGS), Protective Services Division (PSD) and the Department of Aging and Community Living (DACL). As the requestor, DACL, is asking DGS/PSD to provide contract security, one (1) SO each for their 3001 Alabama Avenue, SE and 324 Kennedy Street, NW Senior Wellness Centers; 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 **\$173,411.64**.

**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 AGING AND COMMUNITY LIVING  
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 Aging and Community Living (DACL) and the Department of General Services (DGS), Protective Services Division (PSD), collectively referred to herein as the "Parties" and individually as "Party".

DACL has requested contract security guard services from the DGS/PSD. DGS/PSD shall post two (2) security officers (SOs) at 3001 Alabama Avenue, SE and 324 Kennedy Street, NW in Washington DC. See Attachment A for specific details.

**II. PROGRAM GOALS AND OBJECTIVES**

The mission of the Department of Aging and Community Living is to advocate, plan, implement, and monitor programs in health, education, and social services for the elderly; to promote longevity, independence, dignity, and choice for aged District residents, District residents with disabilities regardless of age, and caregivers; to ensure the rights of older adults and their families, and prevent their abuse, neglect, and exploitation; to uphold the core values of service excellence, respect, compassion, integrity, and accountability; and to lead efforts to strengthen service delivery and capacity by engaging community stakeholders and partners to leverage resources.

**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 SOs at the above-mentioned locations during the days and times specified in **Attachment A**. The officers' responsibilities shall include:

1. Roving patrols.
2. Respond to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum in the area.
3. Appropriately respond to suspicious, emergency, and criminal activities.
4. Advise supervisor and the PSD Watch Command, at 202-727-8031, of suspicious activity, offenses, and incidents.
5. 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.
6. Officer(s) will not overly socialize with facility staff or visitors and ensure constant security presence throughout the day.



## **B. RESPONSIBILITIES OF DACL UNDER THE MOU.**

1. DACL 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. DACL 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 § 7-503.01 *et. seq.*

## **VI. FUNDING PROVISIONS**

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

1. Total cost for the services under this MOU shall not exceed **one hundred seventy-three thousand, four hundred eleven dollars and sixty-four cents (\$173,411.64)** 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 DACL 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. DACL 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 DACL 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. 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.

## **VIII. 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.

## **IX. 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 DACL and other officials as may be specified by the District of Columbia at its sole discretion.

## **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 DACL.

## **XI. SPECIAL PROVISIONS FOR TERMINATION OF THE MOU**

DACL 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.

## **XII. NOTICE**

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

**DEPARTMENT OF AGING AND COMMUNITY LIVING**

Tanya Reid  
Administrative Support Manager  
Office of the Director  
Department of Aging and Community Living  
(202) 727-9660  
[tanya.reid@dc.gov](mailto:tanya.reid@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](mailto:PSDASR@dc.gov)

**XIII. MODIFICATIONS**

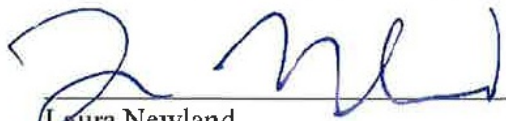
The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

**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:

**DEPARTMENT OF AGING AND COMMUNITY LIVING**

  
Laura Newland  
Director

October 6, 2021  
Date:

**DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
  
Key: 1513683869a5b4d8445a0f59b7f303cf

10/20/2021

Keith A. Anderson  
Director

Date:



FY21 DACL Hattie Holmes Senior Wellness Center   October 1, 2021 - Sept 30, 2022											
Site	Sector	Agency	Operational Days	Start Time	End Time	Hours per Day	SO	Hourly Rate	Daily Total	Days	Subtotal Cost
324 Kennedy Street, NW	2	DACL	Monday - Friday	8:00 AM	5:00 PM	9	1	\$33.63	\$302.67	261	\$ 78,996.87

<b>FY22 TOTAL: \$ 78,996.87</b>
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**FY21 DACL Washington Senior Wellness Center | October 1, 2021 - April 10, 2022**

Site	Sector	Agency	Operational Days	Start Time	End Time	Hours per Day	SO	Hourly Rate	Daily Total	Days	Subtotal Cost
3001 Alabama Avenue, SE	3	DACL	Monday - Friday	8:00 AM	5:00 PM	9	1	\$39.48	\$355.32	136	\$ 48,323.52

**FY21 DACL Washington Senior Wellness Center | April 11, 2022 - September 30, 2022**

Site	Sector	Agency	Operational Days	Start Time	End Time	Hours per Day	SO	Hourly Rate	Daily Total	Days	Subtotal Cost
3001 Alabama Avenue, SE	3	DACL	Monday - Friday	8:00 AM	5:00 PM	9	1	\$40.97	\$368.73	125	\$ 46,091.25

**FY22 TOTAL: \$ 94,414.77**



DATE: 10/25/2021

DUE DATE:

10/29/2021\_\_\_\_\_

~~DEADLINE~~ *Expedite Process*

<b>DIVISION TITLE: Ofc. of the Director</b>  CAPITAL CONSTRUCTION, COMMUNICATION, FACILITIES, HUMAN RESOURCE, LEGAL OCFO, PROTECTIVE SERVICES PORTFOLIO SUSTAINABILITY  <b>DIVISION FUND IDENTIFIER: AMP</b> <b>ORIGINATOR:</b> (CCCD capital or operating), C&P, ENM (MOU's require identifier included on the subject line)		<b>SUBJECT: MOU DGS DCHR - FY22 Executive Leadership Program</b>									
	<b>NAME:</b> Tim Hatton <b>PHONE NUMBER:</b>		<b>Director Received Date:</b>								
			<table border="1"> <thead> <tr> <th colspan="2">INITIAL</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>			INITIAL		DATE			
INITIAL		DATE									
<b>Training Specialist</b>	VENOLA JOHNSON										
<b>Applicable Associate Director</b>	RALPH MCLEAN, ACTING DONNY GONZALEZ GEORGE LEWIS TIWANA HICKS, ACTING SHAWN WINSLOW TIFFANY MOORE, ACTING JOHN A. STOKES MATT FLOCA										
<b>Resource Allocation</b>	WANDA JONES			WJ	10/26/2021						
<b>Deputy Chief Operating Officer</b>	DANIELLE MEADORS			DM	10/26/2021						
<b>Chief Administrative Officer</b>	MICHELLE DEE			MD	10/25/2021						
<b>Agency Fiscal Officer</b>	ANTOINETTE HUDSON-BECKHAM										

DLRS \_\_\_\_\_

# Office of the Director

<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			BA	10/26/2021
<b>General Counsel</b>	XAVIER BELTRAN			XB	10/26/2021
<b>Director</b>	KEITH A. ANDERSON			KAA	10/26/2021

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**Summary:**

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**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)

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**Date Document Executed:** \_\_\_\_\_

☐ ELMO

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**DEPARTMENT OF GENERAL SERVICES**  
**AND**  
**DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**  
**FOR FISCAL YEAR 2022**

**I. INTRODUCTION**

This Memorandum of Understanding (MOU) is entered into between the Department of General Services (“DGS” or “Buyer”) and the District of Columbia Department of Human Resources (“DCHR” or “Seller”), collectively known as the “Parties” and individually as a “Party.”

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

The objective of this MOU is to allow DCHR to provide DGS with executive level learning and development opportunities for DGS’s senior-level employees (“Senior-Level Employees”) and to establish the terms and conditions for reimbursing DCHR for the costs associated with administering an executive level learning and development program for Senior-Level Employees, hereafter referred to as the “Executive Leadership Program.” The funds associated with this MOU are based upon the projected cost of the Executive Leadership Program and related services that will be rendered to DGS in FY2022.

**III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the program objectives expeditiously and economically, the Parties agree as follows:

**A. RESPONSIBILITIES OF THE SELLER**

In pursuit of the described objectives, DCHR shall:

1. Provide and/or procure instructor-led training sessions, employee development opportunities, and other resources related to the Executive Leadership Program for Senior-Level Employees; and
2. Upon completion of the Executive Leadership Program, update the records for participating employees to reflect the completed training programs that each employee attended.

**B. RESPONSIBILITIES OF THE BUYER**

In support of the above services, DGS shall:

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

**IV. DURATION OF THIS MOU**

- A.** The period of this MOU shall be from November 01, 2021 through June 30, 2022 unless terminated in accordance with Section XI prior to the expiration.
- B.** The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period, prior to the expiration of the MOU. The option period may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. DGS shall provide DCHR with written notice of its intent to exercise an option period thirty (30) days prior to the expiration of the initial term of this MOU.
- C.** The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

**V. AUTHORITY FOR MOU**

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k) and any other authority under the Parties' programs.

**VI. FUNDING PROVISIONS**

**A. COST OF SERVICES**

1. Total cost for goods and services under this MOU shall not exceed twenty-five thousand dollars and zero cents (\$25,000.00) for Fiscal Year 2022.

2. The total cost of the goods and services is determined by multiplying the cost of the learning and development program \$12,500.00 by the number of participants (two) from DGS. Funding for goods and services shall not exceed the actual cost of the goods and services provided.

## **B. PAYMENT**

1. Payment for all goods and services shall be made through an Intra-District advance by DGS to DCHR based on the total amount of this MOU.
2. DCHR shall receive the advance and bill DGS through the Intra-District process only for those goods and services provided pursuant to the terms of this MOU. DCHR shall notify DGS within thirty (30) days of the end of the current fiscal year if it has reason to believe that all the advance will not be billed during the current fiscal year. DCHR shall return any excess advance to DGS within thirty (30) days after the end of the current fiscal year.
3. DGS shall report all services received under this MOU in its monthly Financial Review Process ("FRP") report to the Office of Budget and Planning of the District of Columbia Office of the Chief Financial Officer.
4. Advances to DCHR for the services to be performed and goods to be provided shall not exceed the amount of this MOU (\$25,000.00) in Fiscal Year 2022.

## **VII. 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 §§ 47-355.01-355.05; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended, regardless of whether a particular obligation has been expressly so conditioned.

## **VIII. COMPLIANCE AND MONITORING**

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

## **IX. RECORDS AND REPORTS**

DCHR shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three years from the date of expiration or termination of this MOU and, upon the request of DGS or another District of

Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of DGS or the relevant District of Columbia government agency.

## **X. 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.

## **XI. TERMINATION**

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

## **XII. NOTICES**

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

### **Buyer Contact(s):**

Tim Hatton  
Associate Director  
2000 14th St NW | 8<sup>th</sup> Floor  
Washington, DC 20009  
(202) 528-9730

### **Seller Contact:**

Willair St.Vil  
Lead Human Resources Specialist  
Center for Learning & Development  
District of Columbia Department of Human Resources  
1015 Half Street SE, 9<sup>th</sup> Floor  
Washington, DC 20001  
(202) 442-9700



### **XIII. AMENDMENTS AND MODIFICATIONS**

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

### **XIV. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in effect or hereafter enacted or promulgated and agree to be bound by the Comprehensive Merit Personnel Act, D.C. Official Code § 1-601.01 *et seq.*, as implemented through the District Personnel Manual.

### **XV. PROCUREMENT PRACTICES REFORM ACT**

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent, contractor, consultant or other third party to provide any of the goods or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-351.01, *et seq.*) (2016 Repl.) to procure the goods or services.

### **XVI. RESOLUTION OF DISPUTES**

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

**THE PARTIES** hereto have executed this MOU as follows:

#### **FOR THE DEPARTMENT OF GENERAL SERVICES**

  
Assigned via SeamlessDocu.com  
Key: 91545abb15f93374694471753b84b081

Keith A. Anderson  
Director

10/26/2021

Date

#### **FOR THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

Lindsey Maxwell  
Interim Director

Date

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

**PART I**

MOU NUMBER: DLRS 3846

Services: FY22 Executive Leadership Program

AMOUNT: \$25,000.00

**SELLER INFORMATION**

AGENCY: District of Columbia Department of Human Resources

AGENCY CODE: BE0

NAME OF CONTACT: James Hurley, AFO

ADDRESS : 441 4th Street, NW

Washington DC

TELEPHONE # : 202-727-3605

FAX # :

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

**SELLER INFORMATION**

AGENCY: Department of General Services

AGENCY CODE: AM0

NAME OF CONTACT: Antoinette Hudson-Beckham, AFO

ADDRESS : 2000 14th Street NW

Washington DC 20009

TELEPHONE # : 202-698-7476

FAX # :

AUTHORIZING OFFICER Antoinette Hudson-Beckham

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

PART II		
MOU NUMBER:	1	1

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	1	1
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SERVICE INFORMATION AND FUNDING CODES									
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	TOTAL:	<u>25,000.00</u>
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25,000.00

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[illegible]

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[illegible]

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[illegible]

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

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

<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS			VA	10/28/2021
<b>General Counsel</b>	XAVIER BELTRAN			XB	10/28/2021
<b>Director</b>	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 MPD provide Active Shooter Training for 70 PSD Special Police Officers (SPOs). The term of this MOU is from "date of execution to September 30, 2022", with a not to exceed the estimated fiscal cost of \$34,329.60.

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**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)

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**Date Document Executed:** \_\_\_\_\_

☐ ELMO

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**DISTRICT OF COLUMBIA METROPOLITAN POLICE DEPARTMENT and**  
**DEPARTMENT OF GENERAL SERVICES, PROTECTIVE SERVICES DIVISION**  
**Fiscal Year (FY) 2022**

**I.     INTRODUCTION**

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Columbia Metropolitan Police Department (MPD), and the Department of General Services (DGS), Protective Services Division (PSD) for the MPD training staff to provide Active Shooter Training for PSD Special Police Officers (SPOs).

**II.    PURPOSE**

The purpose of this MOU outlines the terms and conditions for which MPD shall provide Active Shooter Training for 70 PSD Special Police Officers (SPOs).

**III.   SCOPE OF SERVICES**

**A.   RESPONSIBILITIES OF MPD**

1.   MPD will provide six (6) — training instructors, supplies, and materials for the facilitation of Active Shooter Tactical Training. Duration of the class is eight (8) hours, to include classroom instructions and tactical exercises.
2.   MPD training officers will work closely with DGS/PSD training officers to schedule the dates on which training will occur. In the event a scheduled training must be cancelled, a minimum of a seven (7) day notification shall be given, where possible.
3.   MPD instructors shall be compensated for two hours of overtime compensation, if MPD is not notified 24 hours in advance.
4.   Provide DGS/PSD training score cards and the safety procedures.
5.   Provide the above listed services for the duration of this MOU.

**B.   RESPONSIBILITIES OF DGS/PSD**

1.   DGS/PSD training officers will work closely with MPD training officers to schedule the dates on which training will occur. In the event a scheduled training must be cancelled, a minimum of a seven (7) day notification shall be given, where possible.
2.   MPD instructors shall be compensated for two hours of overtime compensation, if MPD is not notified 24 hours in advance.
3.   Maintain training rosters, scorecards, and safety procedures.

4. Adhere to mutually agreed upon times in providing MPD with DGS/PSD requests for use of the MPD training facility to ensure the scheduling and conducting of training in the most expedient manner for both parties.
5. Schedule an officer from DGS/PSD to attend active shooter training at MPD facility.
6. Ensure that six (6) training instructors are present during training at MPD training facility. If MPD supplements manpower, additional charges of \$71.52 pr man hour will be accrued, subject to the prior approval of DGS/PSD and the availability of funds.
7. DGS/PSD shall ensure that sufficient funds equivalent to the estimated cost of services are available.

#### **C. ACTIVE SHOOTER TRAINING COST FOR PSD**

Active Shooter training will be conducted at MPD facility. Training consists of the following:

1. Training will be held in sessions. Each session is one (1) day; eight (8) hours per day.
2. The rate per MPD instructor is \$71.52 per hour. Each session shall contain six (6) MPD instructors.
3. DGS/PSD is requesting ten (10) sessions to be held manually for 70 PSD officers.

Schedule "A" estimated cost for the Active Shooter Training is attached.

#### **IV. PSD REQUIREMENTS**

- A. All DGS/PSD officers shall complete training every other year.
- B. Commanding officers shall ensure that all DGS/PSD officers of their command follow the requirements.

#### **V. FUNDING PROVISIONS**

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

Total cost for services under this MOU shall not exceed thirty-four thousand, three hundred, twenty-nine dollars and sixty cents (\$34,329.60) for 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 number of MPD training hours and the materials/equipment as outlined in this MOU.
2. In cases where MPD does not provide services as outlined in Section III, payment to 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 MPD shall be held in abeyance until all required fiscal reconciliation is completed.

- a. Included in the cost estimate are anticipated remedial training costs. Any cost over this amount shall be the responsibility of DGS/PSD, subject to the prior approval of DGS/PSD and the availability of funds. Training officer staffing shall be adjusted as needed and determined by MPD. The number of classes provided will be determined by DGS/PSD staffing totals and allocated funds.
- b. MPD represents that sufficient resources and materials are available to provide the negotiated services.
- c. MPD's costs include overtime salary for six (6) training officers from MPD.
- d. DGS/PSD shall transfer the funds stipulated in the Cost of Services provision to MPD through an Intra-District Budget Modification a 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, subject to the prior approval of DGS/PSD and the availability of funds, that all cost associated with any increase be charge and invoiced to DGS/PSD.
- e. DGS/PSD reserves the right to modify/re-negotiate 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.
- f. 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 training provided, including, but not limited to oral and written opinions pertaining to training activities and other support 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 deny payment to MPD for goods or services not provided pursuant to the terms of this MOU.
- 4. DGS/PSD Director and MPD Director or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. If 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 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.

## **VI. RESOLUTION OF DISPUTES**

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

## **VII. 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 modifications 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 by MPD or DGS/PSD with a thirty (30) day advance written notice and both parties shall mutually agree upon the effective date of termination based upon, but not limited to the following grounds:

1. lack of funding;
2. lack of Congressionally approved budget;
3. changes in District or federal law or policy affecting 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 and regulations.

## **VIII. DURATION OF MOU**

The period of this MOU shall be effective upon the signing of the agency directors until September 30, 2022

## **IX. EFFECTIVE DATE**

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

**X. 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.

**XI. AUTHORITY FOR MOU**

D.C. Official Code S 1-301.01(k); The Department of General Services Establishment Act of 2011, D.C. Law 19-21, October 1, 2011; D.C. Official Code 51-1401 et seq.; and, D.C. Official Code 538-453

**XII. 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 Academy  
Metropolitan Police Department  
4665 Blue Plains Drive, SW  
Washington, DC 20032  
Office: 202-497-1470  
Email: [ralph.ennis@dc.gov](mailto:ralph.ennis@dc.gov)

**DEPARTMENT OF GENERAL SERVICES/PROTECTIVE SERVICES DIVISION**

Joseph Brown  
Captain  
Department of General Services  
Protective Services Division  
64 New York Avenue, NE  
4<sup>th</sup> Floor – East  
Washington, DC 20002  
Office: 202-698-8669  
Mobile: 202-870-4847  
Email: [joseph.brown2@dc.gov](mailto:joseph.brown2@dc.gov)

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

**FOR THE DEPARTMENT OF GENERAL SERVICES**

eSigned via SeamlessDocs.com  
*Keith A. Anderson*  
Key: 0e0e30eb326018c9fda0795d77d76824

10/28/2021

\_\_\_\_\_  
Keith A. Anderson  
Director

\_\_\_\_\_  
Date

**FOR THE D.C. METROPOLITAN POLICE DEPARTMENT**

\_\_\_\_\_  
Robert J. Contee III  
Chief of Police

\_\_\_\_\_  
Date

FY22 MPD ACTIVE SHOOTER MOU   FY22 ESTIMATED COST										
Services Provided	Buyer Agency	Operational Days	Start Time	End Time	Hours Per Session	# of MPD Instructors	Hourly Rate	Daily Total	Total # Sessions	Subtotal Cost
MPD Active Shooter Training	DGS/PSD	Monday - Friday	8:00 AM	4:00 PM	8	6	\$71.52	\$3,432.96	10	\$ 34,329.60
									<b>Total:</b>	<b>\$ 34,329.60</b>

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

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

DLRS \_\_\_\_\_

# Office of the Director

<b>Supervisory Attorney</b>	BETH-SHERRI AKYEREKO CHARLES BROWN KATHERINE JOUGH KRISTEN WALP VAUGHN ADAMS				
<b>General Counsel</b>	XAVIER BELTRAN				
<b>Director</b>	KEITH A. ANDERSON				

**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 MPD to take fingerprinting 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. The term of this MOU is from "date of execution to September 30, 2022", with a not to exceed the estimated fiscal cost of \$2,765.00.

**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