

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 14th Street NW
Phone: (202) 596-7827
E-mail: 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

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


Signature of Keith A. Anderson

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	183	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	183	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	183	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	183	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	183	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	183	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	183	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	183	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
SUBTOTAL															\$ 559,784.76

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
640 10th St NE - Sherwood Rec Center	183	Entrance	DHS	Secure Rec Center	11.5.2020 - 4.10.2021	7:00 AM	11:00 PM	16	2	50.73			1623.36	157	\$ 254,867.52
640 10th St NE - Sherwood Rec Center	183	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
641 10th St NE - Sherwood Rec Center	183	Entrance	DHS	Secure Rec Center	11.5.2020 - 4.10.2021	11:00PM	7:00 AM	8	1	50.73			405.84	157	\$ 63,716.88
640 10th St NE - Sherwood Rec Center	183	Roving	DHS	Secure Rec Center	11.5.2020 - 4.10.2021	11:00PM	7:00 AM	8	1	50.73			405.84	157	\$ 63,716.88
SUBTOTAL															\$ 476,652.00

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
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	\$ 347,141.76
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			1	33.63	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			1	33.63	269.04	161	\$ 43,315.44
2500 Georgia Ave NW - Banneker Rec Center	2	Roving	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
SUBTOTAL															\$ 592,802.00

**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
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	33.63	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	33.63	538.08	156	\$ 83,940.48
1401 7th St NW - Kennedy Rec Center	2	Roving	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	33.63	269.04	156	\$ 41,970.24
SUBTOTAL															\$ 575,379.76

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
2210 Adams Place NE	183	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	183	Entrance	DHS	Secure Site	10.15.2020 - 4.10.2021	7:00 AM	7:00 AM	24			1	37.56	901.44	137	\$ 123,497.28
SUBTOTAL															\$ 790,698.24

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
1310 Childress St NE - Trinidad Rec Center	183	Entrance	DHS	Secure Rec Center	12.8.2020	5:00 PM	11:00 PM	6	1	50.73			529.74	1	\$ 529.74
1310 Childress St NE - Trinidad Rec Center	183	Entrance	DHS	Secure Rec Center	12.8.2020	7:00 PM	11:00 PM	4	1	50.73			202.92	1	\$ 202.92
1310 Childress St NE - Trinidad Rec Center	183	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	183	Entrance	DHS	Secure Rec Center	12.9.2020 - 4.10.2020	7:00 AM	3:00 PM	8	2	50.73			1112.16	122	\$ 135,683.52
1310 Childress St NE - Trinidad Rec Center	183	Entrance	DHS	Secure Rec Center	12.9.2020 - 4.10.2020	3:00 PM	11:00 PM	8	2	50.73			1112.16	122	\$ 135,683.52
1310 Childress St NE - Trinidad Rec Center	183	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
SUBTOTAL															\$ 371,936.34

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
2901 20th St NE - Langdon Rc Ctr	183	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 Rc Ctr	183	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	183	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	183	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
SUBTOTAL															\$ 433,009.50
GRAND TOTAL															\$ 3,800,262.60

Purchase Orders

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

**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 4th Street, N.W., Suite 1C26N
Washington, DC 20001
Desk: 202.727-3133
Cell: 202.727-6577
reginald.greene@dc.gov

For DHCF: Tondalaya Hamilton, Support Services Manager
DC Department of Health Care Finance
441 4th Street, N.W., Suite 900S
Washington, DC 20001
Main: 202-442-9074
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

**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 (7th and 8th 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 INSURANCE, 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

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

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: c5de5459a8240acb15c8da1d9e82935b

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 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 Insurance, Securities and Banking (DISB) AGENCY CODE: SR0

NAME OF CONTACT: Bright Ahaïwe , Agency Fiscal Officer

ADDRESS : 1050 First Street, NE, Suite 801
Washington, DC 20002

TELEPHONE # : (202) 442-7822

FAX # : _____

for
AUTHORIZING OFFICER _____

Oluwatosi
Digitally 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			

**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

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

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: 617f3aa56dd045c58a53ad5a9c875265

10/28/2021

Keith A. Anderson
Director

Date

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 | 8th 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, 9th 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

Keith A. Anderson

Key: 91545abb15f93374694471759b84b081

10/26/2021

Keith A. Anderson
Director

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

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

DEPARTMENT OF GENERAL SERVICES/PROTECTIVE SERVICES DIVISION

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

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

FOR THE DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com
Keith A. Anderson
Key: 0e0e30eb326018c9f3a0795d77d76824

10/28/2021

Keith A. Anderson
Director

Date

FOR THE D.C. METROPOLITAN POLICE DEPARTMENT

Robert J. Contee III

3/14/22

Robert J. Contee III
Chief of Police

Date

Attachment A - Cost Analysis

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
									Total:	\$ 34,329.60