OFFICE OF ADVISORY NEIGHBORHOOD COMMISSIONS RESPONSES TO THE COMMITTEE ON HOUSING PRE-HEARING QUESTIONS FOR FY2024

SUBMITTED FEBRUARY 3, 2025

GENERAL QUESTIONS

1. Please provide the agency's mission statement.

The mission of the Office of Advisory Neighborhood Commissions is to provide technical, administrative, and financial reporting assistance to the Advisory Neighborhood Commissions. Subject to appropriations beginning in Fiscal Year 2001, the OANC shall be funded by an annual budget allocation. The OANC is intended to support the efforts of Advisory Neighborhood Commissions, review Commission quarterly financial reports, and approve or disapprove the release of Commission quarterly allotments pursuant to D.C. Official Code § 1-309.13.

2. Please list any statutory mandates that the agency lacks sufficient resources to fully implement.

At present, the OANC has the position of Chief of Staff vacant and anticipates the departure of a program analyst within 45 days. We completed interviews for the Chief of Staff position and are working with DCHR to extend an offer. We view vacancies as opportunities to review the OANC's strengths, weaknesses, and needs to realign positions with our long-term goals and priorities.

3. *** Please list all reporting requirements in the District of Columbia Code or Municipal Regulations that the agency is required to complete in FY 24 and FY 25, and their mandated due dates. For each report whose due date has passed, list the date reporting was completed. If the agency did not produce the report on the mandated timeline, please explain why.

The OANC has no specific reporting requirements directed at it in the District of Columbia Code or Municipal Regulations. Below are mandatory reports that the OANC filed at the direction of District government agencies.

- 1. Freedom of Information. Annual Report. FY 2024 report was timely filed and is attached.
- 2. DC Department of Small and Local Business Development expenditure reports on a quarterly and annual basis. The quarterly reports are due January 30, April 1, July 30 and October 1. The first several reports of the year were filed late due to issues with the software, however, that is not data that OANC can currently retrieve from the system. The General Counsel took over this reporting duty for the October report which was timely filed. The FY 2024 annual report is due on soon and will be timely filed once the portal is open. These reports are now filed into an online portal.

- 3. Enterprise Data Inventory. Annual Report. The OANC does not maintain enterprise data and we file an annual report stating that we have no data.
- 4. Americans with Disabilities Act survey from the Office of Disability Rights. Even though the OANC is within a District owned and operated building it is was to required file a report that lists everything from passage widths to water fountain height. The report took a large amount of one employee's time (who did not take the measurements). One would think a District entity collecting this information would know if the District's own buildings met ADA requirements. Also given how many agencies are in the Wilson Building and how many others had to fill out the same report about the same building there will be a large overlap of people doing the same thing.
- 5. Agency Review Team (ART) Report. This report is to the review team to oversee the PCard activities of the agency on a monthly basis. The review team includes the agency head, the approving official, and the designated billing officer.
- 4. Please list and describe any regulations promulgated by the agency in FY 24 or FY 25, to date, and the status of each.

The OANC does not have the authority to promulgate regulations.

5. Please explain any significant impacts on your agency of any legislation passed at the federal or local level during FY 24 and FY 25, to date.

In FY 2024, the D.C. Council passed emergency, temporary and permanent versions of the Fiscal Year 2025 Budget Support Act of 2024, which were subsequently enacted, and which contain a subtitle, the Advisory Neighborhood Commissions Funding Flexibility Amendment Act of 2024, that includes several measures significantly impacting OANC's operations. Specifically, the legislation:

- (1) Sunsetted the Advisory Neighborhood Commission Security Fund and established a transition process for currently participating Commissions;
- (2) Eased limitations on ANC grantmaking;
- (3) Permitted limited enforcement discretion of the OANC to address minor errors in payment processing;
- (4) Permitted ANC spending by Electronic Funds Transfer (EFT), including through ACH payments:
- (5) Made permanent the authority of ANCs to meet virtually or in a hybrid format; and

(6) Provided for electronic signature of forms by an officer of an ANC who has authority to sign on behalf of the Commission.

There was no federal legislation in FY 2024 or in FY 2025, to date, which had any significant impact on OANC.

6. *** Last year, the agency identified 3 goals using the Specific, Measurable, Achievable, Relevant, and Time-bound (SMART) framework.

Last year, the goals identified were:

- 1. Expand Advisory Neighborhood Commission (ANC) access to shared technologies by providing Zoom access to 20 ANCs by May 1, 2024, and all ANCs by June 1, 2024, launching the OANC website by November 2024 and all ANC websites by June 1, 2025, and increase the number of hybrid kits to 10 by June 1, 2025;
- 2. Improve financial management of ANCs by reviewing 80% of grant applications before ANCs vote on the grants, reducing ANC grant disallowances to below 10% by January 1, 2025, creating and hosting 2 ANC grant workshops per calendar year, receiving 75% of Quarterly Financial Reports (QFRs) from ANCs for Quarter 2 by June 1, 2025, and completing 50% of quarter 1 and 2 release memos by March 1, 2025; and,
- 3. Expand training and launch on-demand training options for ANCs by creating five on-demand training courses for newly elected Commissioners by November 1, 2024, creating five on-demand training courses for newly elected ANC chairs and treasurers by February 1, 2025, and developing a training course for Commissioners elected in special elections by March 1, 2025.

a. What is the status of each of these goals?

Goal #1: To date, 44 of the 46 ANCs have centralized Zoom accounts provided by the OANC. Two ANCs have not been linked to the enterprise license due to technical issues that we are working with Zoom to resolve. The new OANC Website will either have launched by the date of the hearing, or within one week of the hearing. The site is in its final stages of development, and we are reviewing content and fine-tuning functional issues. We continue to monitor ANCs' use of hybrid kits, but have not needed to purchase additional kits to date. We will purchase additional kits to meet demand.

Goal #2: We have made significant progress on this goal with regards to grant reviews as documented in question #xx below. The OANC has also adopted its internal schedule for release of Allocation Release Memos, resulting in more timely receipt of outstanding ANC documents.

Goal #3: As of this report, our new training specialist has created 13 new ondemand exceeding our goal. We are in the process of taking our training to the next level by securing a Learning Management System (LMS) which will allow us to develop active on-line training by including assessments and quizzes.

b. For any goal that is not on track for completion, please provide an explanation as to why.

The timeline of Goal#1 slipped due to the need to coordinate with ANCs on Zoom and technical issues encountered with two of the Commissions. OCTO's decision to build the new OANC Website on Drupal 10 also delayed website development by several months so that they could get trained on the new platform.

Goals #2 and #3 are largely on track and will be fine tuned to adjust to Commissioners priorities and needs.

c. Does the agency propose to update or replace any of its SMART goals for 2025?

The most significant updates to the goals would be to adjust the timeline for developing and rolling out websites for ANCs. Once the OANC site is launched, we can pivot with OCTO to begin the individual sites. Ideally, we can launch a minimum of six (6) sites by the end of 2025.

d. What changes to its practices does the agency anticipate making to better achieve its SMART goals in 2025?

The OANC implemented performance management this year and created performance plans for staff to align their SMART goals with the agencies SMART goals. We also recrafted the former Special Assistant position as a Chief of Staff position to provide the necessary management structure that both support the work and development of staff and allows the director to focus on the Agency's strategic priorities.

7. What other metrics does the agency regularly use to evaluate its operations? Please be specific about which data points are monitored.

Currently the OANC uses simplified methods to evaluate its operations. We track inquiries in the OANC Helpdesk as well as track attendees at trainings and monitor views on our on-demand videos.

Furthermore, one (1) FTE is charged with tracking and responding to "ATD" calls, in addition to other duties.

We also record usage by ANC for both color and black & white copying, keep track of Commissioner usage of the GovDelivery tool, and monitor and record usage of our hybrid meeting technology by Commissions. This year we plan to roll out a Learning Management System that will allow us to better measure online, on-demand learning programs.

8. Please describe any new initiatives or programs that the agency implemented in FY 24 and FY 25, to date, to improve its operations. Please describe any funding used for these initiatives or programs and the results, or expected results, of each initiative.

The OANC undertook the following initiatives in FY24 and FY25

- Instituted performance management for all staff (No additional cost)
- Worked with the Committee to introduce legislation through the Budget Support Act to eliminate the Security Fund and create a process for curing technical errors with ANC treasurer duties(No additional cost)
- Stood up an Advisory Board (may incur the cost of three Microsoft licenses for email accounts)
- Rolled out Box E-Signature to ANCs (No cost incurred)
- Enrolled as a participant in the District's FOIA Portal (No additional cost)

- Subscribe to the Absorb LMS to improve online training to ANCs (FY25)\$37,435.00

9. *** What are three areas, programs, or initiatives within your agency where you see the most opportunity to make progress toward racial equity?

The three areas, programs, or initiatives that the OANC is working on that will make progress toward racial equity are as follows:

- Investing in and expanding access to shared services. In 2024, the OANC invested in an enterprise license to provide Zoom technology to ANCs as a centralized service. We also identified the opportunity to deploy Box E-signature accounts to every ANC. The OANC's goal of providing support equitably across Commissions ensures that every Commission has the same service and support regardless of any expertise they may have internally. This also improves the OANC's ability to provide ongoing, predictable support to the ANCs that rely on the OANC.
- Improving access to records by and for ANCs via the OANC website and providing websites to each of the 46 Commissions. The design and launch of the new OANC website increased access to ANC documents collected by the OANC. Among these records are meeting minutes, annual reports, and financial reports. We have also increased, enhanced, and made access to information useful to ANCs easier. Due to the organization of the OANC website, ANCs currently with no website or broken websites can direct constituents to our website for many of the materials they are seeking in the interim.
- Engaging with the Office of Planning to ensure that the upcoming Comprehensive Plan update is inclusive of every Commission in every Ward. We have already begun conversations with OP to plan outreach to ANCs. With a land use attorney on the OANC staff, we have a good opportunity to ensure that the review and recommendations to OP are inclusive of all communities.

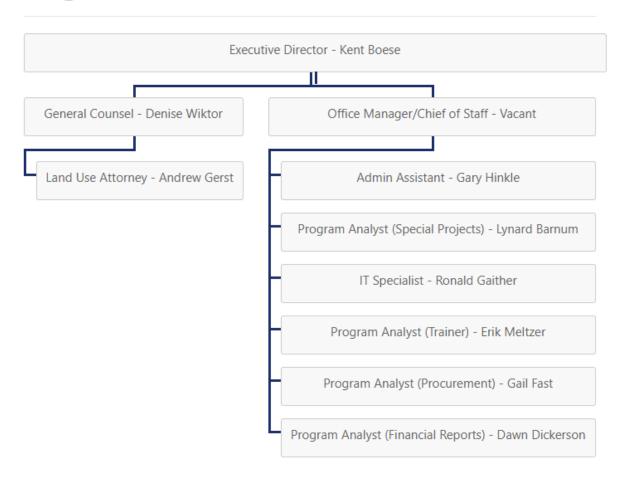
10. In the past year, what are 2 ways in which the agency has addressed racial inequities internally or through the services you provide?

The primary way the OANC continues to address racial inequities is our commitment to ensuring that our approaches to solutions are inclusive and representative of the District's diverse needs and communities. We encourage feedback and input from all – while at the same time do not presume that the silent voices are uninterested. The OANC has a unique position of working with 46 Commissions located in every Ward and community. As such, we have a responsibility to consider recommendations and set priorities through a racial equity lens. This means that we do not set priorities necessarily due to the loudest advocates, but rather set course based on the needs and opportunities that provide the greatest service to the commissioners and communities – especially those that may frequently be overlooked.

The approach outlined above underscores how we viewed and approached the redesign of the new OANC website, how we selected Commissioners for the OANC Advisory Board, and our advocacy to remove the Security Fund requirement in the FY24 Budget Support Act. As noted below, while loss of funds did not only impact ANCs in Wards 7 and 8, ANCs east of the river lost the most funds due to Security Fund requirements. Removing barriers that unduly and negatively impact communities of color is a priority for the OANC.

11. *** Please provide a current organizational chart for the agency, including the number of vacant, frozen, and filled positions in each division or subdivision. Include the names and titles of all senior personnel and note the date that the information was collected on the chart.

Organization Chart



a. Please provide a narrative explanation of any changes to the organizational chart during FY 24 and FY 25, to date.

The Organizational Chart for the OANC was updated following the departure of Kathy Williams in November 2024. Her departure provided an opportunity to realign the position to that of a Chief of Staff, which will improve management and professional development of OANC staff.

12. Please provide a current Schedule A for the agency which identifies each position by program and activity, with the salary, fringe benefits, and length of time with the agency. Please note the date that the information was collected. The Schedule A should also indicate if the position is continuing/term/temporary/contract or if it is vacant or frozen. Please indicate if any position must be filled to comply with federal or local law.

Below is the Schedule A as of January 10, 2025. Please note that the Administrative Assistance position was filled by Gary Hinkle on January 9, 2025, and the OANC completed interviews for the Chief of Staff position on January 24, 2025.

| | 25 | | Schedule A as of 01/10/2025 | | | | | | | | | | | | |
|-----------------|--|----------|-----------------------------|--------------------------------|-------------------|----------|------------|---------|------|------------------|-------------------|------------------------|---------------|-------------------|--------------|
| Report Agency | DX | | | | | | | | | | | | | | |
| Fund | Program | Activity | Position Number | Title | Name | Emplid | Hire Date | Grade S | otep | Vacant Status | Reg/Temp/ Term | Sum of FTE x Dist % | Sum of Salary | Fringe Benefit | Total Salary |
| Local - 1010001 | AMP006 | 100028 | 00008695 | Chief of Staff | (blank) | (blank) | (blank) | 14 | 0 | V | (blank) | 1.0 | 137,328.50 | 27,740.36 | 165,068.86 |
| Local - 1010001 | AMP006 | 100028 | 00013598 | Executive Director | Boese,Kent | 00126461 | 11/7/2022 | 8 | 0 | F | Reg | 1.0 | 150,000.00 | 30,300.00 | 180,300.00 |
| Local - 1010001 | AMP006 | 100028 | 00028543 | Program Analyst | Barnum,Lynard J | 00005968 | 11/13/2012 | 11 | 10 | F | Reg | 0.5 | 42,083.50 | 8,500.87 | 50,584.37 |
| Local - 1010001 | AMP006 | 100028 | 00044226 | Program Analyst | Dickerson,Dawn D. | 00038084 | 10/30/2017 | 13 | 5 | F | Reg | 1.0 | 105,001.00 | 21,210.20 | 126,211.20 |
| Local - 1010001 | AMP006 | 100028 | 00094177 | Information Technology Special | Gaither,Ronald | 00123871 | 8/8/2022 | 12 | 3 | F | Reg | 1.0 | 85,794.00 | 17,330.39 | 103,124.39 |
| Local - 1010001 | AMP006 | 100028 | 00101911 | Program Analyst | Fast,Gail | 00114417 | 8/3/2020 | 12 | 6 | F | Reg | 1.0 | 93,311.00 | 18,848.82 | 112,159.82 |
| Local - 1010001 | AMP006 | 100028 | 00102689 | Training Specialist | Meltzer,Erik | 00134555 | 6/3/2024 | 12 | 7 | F | Reg | 1.0 | 95,816.00 | 19,354.83 | 115,170.83 |
| Local - 1010001 | AMP006 | 100028 | 00110099 | General Counsel | Wiktor,Denise L | 00014016 | 7/31/2023 | 1 | 0 | F | Reg | 1.0 | 145,000.00 | 29,290.00 | 174,290.00 |
| Local - 1010001 | AMP006 | 100028 | 00110166 | Administrative Assistant | (blank) | (blank) | (blank) | 9 | 0 | ٧ | (blank) | 1.0 | 54,183.00 | 10,944.97 | 65,127.97 |
| Local - 1010001 | AMP006 | 100028 | 00111673 | Attorney Advisor | Gerst,Andrew L | 00002294 | 1/7/2019 | 13 | 9 | F | Reg | 1.0 | 138,047.00 | 27,885.49 | 165,932.49 |
| Grand Total | irand Total 9.5 1,046,564.00 211,405.93 1,257,969.93 | | | | | | | | | | | | | | |

13. Please list all employees detailed to or from your agency. For each employee identified, please provide the name of the agency the employee is detailed to or from, the reason for the detail, the date of the detail, and the employee's projected date of return.

No employees were detailed to or from the OANC during the past year.

14. Please provide:

a. A list of all vehicles owned, leased, or otherwise used by the agency and to whom the vehicle is assigned as well as a description of all vehicle accidents involving the agency's vehicles in FY 24 and FY 25, to date;

The OANC does not own or lease government vehicles.

b. A list of travel expenses, arranged by employee, for FY 24 and FY 25, to date, including justification for travel; and

No travel expenses were incurred by any staff of the OANC during FY 24 and FY 25.

c. A list of workers' compensation payments paid in FY 24 and FY 25, to date, including the number of employees who received workers' compensation payments, in what amounts, and for what reasons.

No OANC employees received workers' compensation payments in FY 24 and FY 25.

15. Please list in descending order the top 25 overtime earners in your agency in FY 24 and FY 25, to date, if applicable. For each, state the employee's name, position number, position title, program, activity, salary, fringe, and the aggregate amount of overtime pay earned by each.

No OANC employees earned overtime in FY 24 and FY 25.

16. For FY 24 and FY 25, to date, please provide a list of employee bonuses, special pay granted, or separation pay issued, that identifies the employee receiving the bonus, special pay, or separation pay, the amount received, and the reason for the bonus, special pay, or separation pay.

| FY 2025 Terminal | Leave Pay | | | |
|------------------|--------------------------|---------------|-----------------|------------------------------|
| REPORT AGENCY | DX0 | | | |
| FUNDING AGENCY | DX0 | | | |
| PP | 25 | | | |
| CHECK DT | 10-Dec-24 | | | |
| | | | | |
| FUND | NAME | EMPLID | POSITION | Terminal Leave_ AMT-X7013007 |
| 1010001 | Williams, Kathy Suejette | 16459 | 8695 | 6,628.82 |
| Grand Total | | | | 6,628.82 |

17. Please provide each collective bargaining agreement that is currently in effect for agency employees. Please include the bargaining unit and the duration of each agreement. Please note if the agency is currently in bargaining and the anticipated date of completion of each agreement in bargaining.

The OANC has not participated in or provided any collective bargaining agreements.

18. Please describe the agency's procedures for investigating allegations of sexual harassment or misconduct committed by or against its employees. List and describe any allegations received by the agency in FY 24 and FY 25, to date, and whether and how those allegations were resolved.

The OANC is a Council-created entity. As such, it uses the sexual harassment investigation guidelines outlined in the Council Rules for Council Period 26. The Sexual Harassment Officer would also ensure that the complainant and the accused were not working together which likely means one of both of them would work remotely given the open, shared OANC office space.

The OANC has not received any allegations of sexual harassment by its staff or the Director for FY 2024 or to date in FY 2025.

a. Has the agency identified a primary and alternate sexual harassment officer ("SHO")? If no, why not? If yes, please provide the names of the primary and alternate SHOs.

The Primary Sexual Harassment Officer is the General Counsel Denise Wiktor. The Alternate Sexual Harassment Officer will be the Chief of Staff once the position is filled?

b. Has the agency received any requests from staff in an otherwise prohibited dating, romantic, or sexual relationship for a waiver of provisions of the Sexual Harassment Order? What was the resolution of each request?

The OANC has received no such requests for FY 2024 or to date in FY 2025.

19. For FY 24 and FY 25, to date, please identify any special purpose revenue funds maintained by, used by, or available for use by the agency. For each fund identified, provide:

The Office of Advisory Neighborhood Commissions (OANC) does not have any special purpose revenue Funds.

- a. The revenue source name and code;
- b. The source of funding;
- c. A description of the program that generates the funds;
- d. The amount of funds generated by each source or program;
- e. Expenditures of funds, including the purpose of each expenditure; and
- f. The current fund balance.

20. *** For FY 24 and FY 25, to date, please list any purchase card spending by the agency, the employee making each expenditure, and the general purpose for each expenditure.

A complete listing of OANC purchase card spending for FY24 and FY25 to date is attached at the end of this questionnaire (see attached).

21. Please list all memoranda of understanding ("MOU") entered into by your agency during FY 24 and FY 25, to date, as well as any MOU currently in force. For each, indicate the date on which the MOU was entered and the termination date. Please attach a copy of each.

Below is the list of MOUs and copies are attached at the end of this document. There are two adjustments that need to be noted:

- 1. The MOU with **DCHR** listed for FY25 is incorrect. As per the attached MOU, the amount should be \$21,000
- 2. The MOU with **OCTO** for the building of websites lists a partial payment. The total of the MOU is **\$128,000** which was split over FY24 and FY25. \$90,000 has been withheld and will be transferred to OCTO upon completion of the new OANC Website.

| | | FY24 Inter-Agency MOU | | | |
|-------------|---|---|--------------|---|------------|
| Fiscal Year | Buyer Agency | Seller Agency | Amount | Description | Date |
| 24 | Office of Advisory Neighborhood Commissions(DX0) | Department of Small and Local Business Development(EN0) | \$ 336.00 | DSLBD to provide salesforce licenses | 02/01/2024 |
| 24 | Office of Advisory Neighborhood Commissions(DX0) | D.C. Department of Human Resources(BE0) | \$ 10,000.00 | DCHR to provide HR services | 03/11/2024 |
| 24 | Office of Advisory Neighborhood Commissions(DX0) | District of Columbia Public Library (CEO) | \$ 1,100.00 | DCPL to provide permit for the use of space OANC Holiday Party | 12/11/2023 |
| 24 | Office of Advisory Neighborhood Commissions(DX0) | Office of The Chief Technology Officer (TO0) | \$ 40,306.67 | OCTO to provide microsoft licenses to perform day to day services. | 07/24/2024 |
| 24 | Office of Advisory Neighborhood Commissions(DX0) | Office of The Chief Technology Officer (TO0) | \$ 38,400.00 | OCTO to provide services to ANC to revamp, create, and launch a modernized website. | 08/01/2024 |
| 24 | Office of Advisory Neighborhood Commissions(DX0) | Office of Deaf, DeafBlind, & Hard Of Hearing (JSO) | \$18,000.00 | Sign Language Interpretation (SLI) Services | 07/01/2024 |
| | | FY25, Inter-Agency MOU as of 01 | /10/2025 | | |
| 25 | Office of Advisory Neighborhood Commissions(DX0) | Office of Deaf, DeafBlind, & Hard Of Hearing (JSO) | \$21,000.00 | Sign Language Interpretation (SLI) Services | 01/02/2025 |
| 25 | Office of Advisory Neighborhood Commissions(DX0) | D.C. Department of Human Resources(BE0) | \$ 7,788.00 | DCHR to provide HR services | 07/24/2024 |
| 25 | Office of Advisory Neighborhood Commissions(DX0) | Office of The Chief Technology Officer (TO0) | \$ 18,500.00 | OCTO to provide Community Benefit Agreement Portal | 01/06/2025 |

22. Please list all open capital projects and capital projects in the financial plan under the agency's purview, including the amount budgeted, actual dollars spent so far, any remaining balances, and the status of the project. In addition, please provide a description of any projects which are experiencing delays, or which require additional funding.

The OANC currently has no capital projects.

23. Please provide a table showing your agency's Council-approved budget, revised budget (after reprogrammings, etc.), and actual spending, by program, activity, and funding source for FY 24 and FY 25, to date. Please detail any over- or under-spending and any federal funds that lapsed.

FY24 Approved budget

| | No. | | | | | | | | |
|----------------------|---|-------------------------------------|-----------------------------|--------------------------------------|----------------------|----------------------------------|---------------------|------------------------|----------------------|
| Agency | DX0 | | | | | | | | |
| Appropriated Fund | Fund | Fund Description | Program (Parent Level 1) | Program (Parent Level 1) Description | Program/ Activity | Program/Activity Description | FY24 Initial Budget | FY24 Revised Budget | FY24 Expenditures |
| | 1010001 | LOCAL FUNDS | AMP003 | COMMUNICATIONS | 100003 | COMMUNICATIONS - GENERAL | 78,520.00 | 54,520.00 | 12,200.00 |
| | | | AMP006 | CUSTOMER EXPERIENCE | 100028 | CUSTOMER SERVICE - GENERAL | 1,306,125.89 | 1,330,125.89 | 1,257,317.95 |
| | LOCAL FUI | NDS Total | | | | | 1,384,645.89 | 1,384,645.89 | 1,269,517.95 |
| 1010 | 1010201 | TECHNICAL SUPPORT & ASSISTANCE FUNI | AMP003 | COMMUNICATIONS | 100003 | COMMUNICATIONS - GENERAL | 46,008.11 | 46,008.11 | - |
| | | | AMP006 | CUSTOMER EXPERIENCE | 100028 | CUSTOMER SERVICE - GENERAL | 185,729.00 | 417,907.98 | 95,435.30 |
| | | | 005801 | ADVISORY NEIGHBORHOOD COMISSION | 500207 | ADVISORY NEIGHBORHOOD COMISSIONS | 915,688.00 | 1,037,029.02 | 835,352.78 |
| | TECHNICAL SUPPORT & ASSISTANCE FUND Total | | | | | | 1,147,425.11 | 1,500,945.11 | 930,788.08 |
| Grand Total | | | | | | | 2,532,071.00 | 2,885,591.00 | 2,200,306.03 |

FY25 Approved Budget

| ADVISORY NEIG | SHBORHOOD COI | MMISSIONS(DX0) | | | | | | | |
|------------------|---|--------------------------------|------------------|--|----------|----------------------------------|--------------|--------------|--------------|
| FY25 Council-ap | FY25 Council-approved budget, revised budget (after reprogramming | | | ing, by program, activity, and funding | | | | | |
| source to date. | | | | | | | | | |
| | | | | | | | | | |
| Agency | DX0 | | | | | | | | |
| Appropriated | Fund | Fund Description | Program | Program (Parent Level 1) Description | Program/ | Program/Activity Description | FY25 Initial | FY25 Revised | FY25 |
| Fund | runa | runa Description | (Parent Level 1) | Program (Parent Level 1) Description | Activity | Program/Activity Description | Budget | Budget | Expenditures |
| 1010 | 1010001 | LOCAL FUNDS | AMP006 | CUSTOMER EXPERIENCE | 100028 | CUSTOMER SERVICE - GENERAL | 1,369,237.96 | 1,369,237.96 | 298,362.35 |
| | LOCAL FUNDS To | otal | | | | | 1,369,237.96 | 1,369,237.96 | 298,362.35 |
| | 1010201 | TECHNICAL SUPPORT & ASSISTANCE | AMP003 | COMMUNICATIONS | 100003 | COMMUNICATIONS - GENERAL | 22,000.00 | 22,000.00 | - |
| | | | AMP006 | CUSTOMER EXPERIENCE | 100028 | CUSTOMER SERVICE - GENERAL | 225,145.04 | 225,145.04 | 66,480.50 |
| | | | 005801 | ADVISORY NEIGHBORHOOD COMISSIONS | 500207 | ADVISORY NEIGHBORHOOD COMISSIONS | 915,688.00 | 915,688.00 | 214,270.72 |
| | TECHNICAL SUP | PORT & ASSISTANCE FUND Total | | | | | 1,162,833.04 | 1,162,833.04 | 280,751.22 |
| Grand Total - Fu | und 1010 | | | | | | 2,532,071.00 | 2,532,071.00 | 579,113.57 |

24. *** Please list and describe any spending pressures the agency experienced in FY 24 and any anticipated spending pressures for the remainder of FY 25. Include a description of the pressure and the estimated amount. If the spending pressure was in FY 24, describe how it was resolved, and if the foreseen spending pressure is in FY 25, describe any proposed solutions.

Spending pressures experienced by the OANC relate to processes rather than funding levels. Once the FY24 budget was set, the OANC did not experience any spending pressures in FY24. While we do not anticipate any in FY25, we understand that the Mayor has \$902,000 of the OANC's FY24 funds on hold. These funds would normally be assigned to our FY25 budget. In reviewing our budgeted and expected expenditures, this would only create a spending pressure if an ANC experienced a loss of funds due to fraud or theft, as the Security Fund sunset at the end of calendar year 2024.

25. Please provide a list of all budget enhancement requests (including capital improvement needs) for FY 25 or FY 26. For each, include a description of the need and the amount of funding requested.

The OANC received the following budget enhancement in FY25:

District's Approved Budget

Enhance: The Office of the Advisory Neighborhood Commission's approved budget includes an increase of \$143,450 in the Agency Management program to support funding for critical communication contracts. Specifically, this funding supports the Government Delivery, Zoom, and website contracts to enhance the agency's ability to communicate with and deliver results regarding public policy in respective neighborhood areas to their constituents.

26. Please list, in chronological order, each reprogramming that impacted the agency in FY 24 and FY 25, to date, including those that moved funds into the agency, out of the agency, and within the agency. For each reprogramming, list the date, amount, rationale, and reprogramming number.

| | | Office of Advisory N | eighborhood Cor | nission (DX0) | |
|---|---|----------------------|------------------|---|-----------------------------|
| | | FY 24 F | Reprogrammings | | |
| To Agency | From Agency | Amount | Date Complete | Rationale | Reprogramming DIFS Number |
| Office of Advisory Neighborhood Comission (DX0) | Office of Advisory Neighborhood Comission (DX0) | 9,000.00 | 05/24/2024 | Reprogramming of Local Fund within the Office of Advisory Neighborhood Commissions (OANC) from Non-Personal Services (Account #7131009 - Prof Services Fees & Contr) to Non-Personnel Services (Account #7121009 - Telephone, Teletype, Telegram, etc.). The funds are needed to cover the FY24 estimated Telecommunication RTS cost for (49) Zoom accounts for Advisory Neighborhood Commissioners (ANCs). | Reprogramming Adjustment 30 |
| Office of Advisory Neighborhood Comission (DX0) | Office of Advisory Neighborhood Comission (DX0) | 15,000.00 | 10/30/2024 | Reprogramming of Local Fund within the Office of Advisory Neighborhood Commissions (OANC) from Non-Personal Services (Account #7131009 - Prof Services Fees & Contr) / 2024 to Non-Personnel Services (Account #7121009 - Telephone, Teletype, Telegram, etc.) and (Account #7111002 – Office Supplies). The funds are needed to cover projected telecom services and office supplies cost. | |
| | | | | | |
| | | Office of Advisory N | eighborhood Cor | nission (DX0) | |
| | | FY 25 | Reprogramming | | |
| To Agency | From Agency | Amount | Date Complete | Rationale | Reprogramming JIRA Number |
| There are no reporgramming in FY25 till date | | | | | |
| | | | | | |

27. *** Please list each grant or sub-grant received by the agency in FY 24 and FY 25, to date. List the date, amount, source, purpose of the grant or sub-grant received, and amount expended.

The OANC has not received any grants in this fiscal year.

28. How many FTEs are dependent on grant funding? What are the terms of this funding? If it is set to expire, what plans, if any, are in place to continue funding the FTEs?

No OANC positions are dependent on grant funding.

- 29. *** Please list each contract (including leases) and procurement entered into or extended by your agency during FY 24 and FY 25, to date. For each contract, please provide the following information where applicable:
 - a. The name of the contracting party;
 - b. The nature of the contract, including the end product or service;
 - c. The dollar amount of the contract, including amount budgeted and amount actually spent;
 - d. The term of the contract;
 - e. Whether the contract was competitively bid;

f. The name of the agency's contract monitor and the results of any monitoring activity; and

g. The funding source.

| | | Communication Software | QFR Maintenan ce | QFR Signature Box | Microsoft Licenses | Security and IT Communi cations Technolo gy | Learning Managemen t Software |
|------------|---|---|---|--|---|---|--|
| <i>a</i> . | The name of the contracting party; | Granicus LLC | DeGray Systems Developme nt LLC | DeGray Systems Developmen t LLC | CDW-G | Veritas | Absorb Software North America LLC |
| <i>b</i> . | The nature of the contract, including the end product or service; | To provide a software solution so that ANC Commissioners can reach and engage with their constituents easily and deliver customized messaging. | To provide maintenanc e for the software created to assist ANC Treasurers in preparing their Quarterly Financial Reports (QFRs). | To add the ability for ANC Commission ers to digitally sign Quarterly Financial Reports using Box Sign software. | To provide the remaining Microsoft 365 licenses that are not funded through OCTO. These additional licenses are due to redistricting and increase in the number of ANC Commissioners. | To repair the entry door system of the OANC office and provide easier access for visitors. | To streamline the training process for ANC Commission ers with a Learning Management software solution. |
| <i>c</i> . | The dollar amount of the contract, including amount budgeted and amount actually spent; | Total 3-year Contract Amount Minimum = \$178,120.50 Maximum =\$253,570.50 Base Year - \$83,000 budgeted; \$58,891.41 spent Option Year 1 \$58,250 budgeted; \$58,250 spent Option Year 2 \$\$91,920.20 budgeted, \$\$61,620.50 invoiced | Total 3-year Contact Total Amount = \$53,460.00 Base Year (9 mos) \$14,580.00 budgeted; \$14,580.00 spent Option Year 1 (12 mos) \$19,440.00 budgeted; \$19,440.00 invoiced | Contract Amount = \$3,105.00 budgeted; \$3,105.00 spent | Contract Amount = \$53,346.93 budgeted; \$53,346.93 spent | Contract Amount = \$9,648.00 budgeted; \$9,648.00 spent | Total 5-year Contract = \$170,855 Base Year + 4 Option Years Base Year =\$37,435.00 budgeted; \$37,435.00 funded |

| <i>d</i> . | The term of the contract; | Three Year Contract; Base Year and two Option Years; 4/7/2022- 9/30/2025 | Three Year Contract, Base Year and two Option Years 1/1/24- 9/30/26 | 10/1/24- 1/30/25 | 10/1/24- 9/30/25 | 7/1/24- 8/30/24 | Five Year Contract, Base Year and four option years, Base Year: 1/15/25- 9/30/25 Four Option Years: 10/1/25 - 9/30/29 |
|------------|--|---|---|---|---|---|--|
| e . | Whether the contract was competitivel y bid; | Competition Exempt: software is proprietary | Competition Exempt: software is proprietary | Competition Exempt: software is proprietary | Competition Exempt: software is proprietary | Competiti on Exempt: Veritas is responsibl e for all doors and security features in the John A. Wilson Building | RFQ Competitive Process: Absorb was the supplier that met all the requirements and had a low bid. |
| f. | The name of the agency's contract monitor and the results of any monitoring activity; and | Gail Fast; software platform was built out and successfully delivered. | Dawn Dickerson monitors the QFR software. She verifies monthly maintenanc e has occurred. | Dawn Dickerson monitors the QFR software. She verified the completion of the signature box. | Kent Boese, all ANC Commissio ners have access to their Microsoft 365 licenses, | Gail Fast; new entry door and security system was completed | Erik Meltzer, Training Specialist; contract was just awarded. Deliverables to follow. |
| <i>g</i> | The funding source | Local | Local | Local | Local | Local | Local |

30. *** If there have been cases where the agency has been dissatisfied with the procurement process, what have been the major issues?

The OANC has experienced issues with known vendors contacting us because they are unable to see a contract or RFP/RFQ in the system. We plan to add experience with PASS as a requirement for filling an upcoming vacancy.

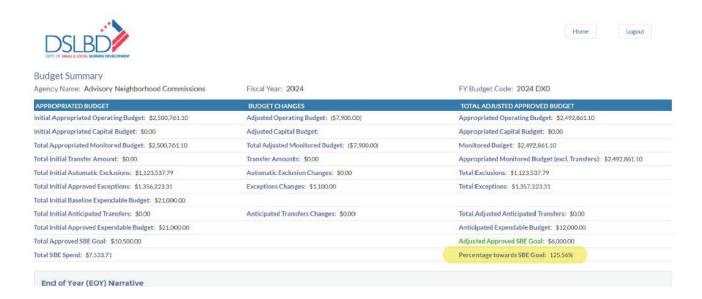
A bigger problem that we discovered this year, however, is that ANCs have been set up on the procurement system as "vendors" in order for them to receive their quarterly allotment payments electronically. Unfortunately, as vendors, their accounts expire after three years and require a vendor representative to update the account. ANCs do not have the expertise to become trained in PASS, nor should they be. We need a longer-term solutions to this.

a. What changes to contracting and procurement policies, practices, or systems would help the agency deliver more reliable, cost-effective, and timely services?

Related to the two issues above, we will bring in more experienced expertise when we are able to and rely on MOUs and RTS agreement payments as much as possible. Concerning ANCs their accounts need to be updated in the PASS system so that they do not expire as ANCs are continue governmental bodies.

31. What is the agency's current adjusted expendable budget for CBE compliance purposes? How much has been spent with SBEs or CBEs? What percent of the agency's current adjusted expendable budget has been spent with SBEs or CBEs?

The adjusted expendable budget for the OANC CBE goal is \$17,848.00. The CBE goal set by LSDBE was \$6,000.00. The OANC had \$7533.71 exceeding the goal by 25%.



32. Please provide the number of FOIA requests submitted to the Commission OANC for FY 24 and FY 25 to date, specifying how many were granted, partially granted, denied, and are currently pending. Additionally, provide details on the average response time, estimated number of full-time employees (FTEs) needed to process these requests, estimated number of hours spent responding to them, and cost of compliance.

The OANC received 2 FOIA requests in FY 2024. One was withdrawn. One was granted in whole. Response time was 14 days. .5 hours by the General Counsel.

To date in FY 2025, the OANC has received 2 FOIA requests. One was withdrawn and one was fully granted. In FY 2025 the OANC became a listed agency in the Mayor's FOIA portal.

33. Please list administrative complaints or grievances that the agency received in FY 24 and FY 25, to date, broken down by source. Please describe any changes to agency policies or procedures that have resulted from complaints or grievances that were resolved in FY 24 or FY 25, to date.

The OANC did not receive any administrative complaints or grievances in FY 2024 or to date in FY 2025

34. Please list all pending lawsuits that name the agency as a party. Identify which cases on the list are lawsuits that potentially expose the District to financial liability or would result in a change in Commission practices and describe the current status of the litigation. Please provide the extent of each claim, regardless of its likelihood of success.

The OANC is not a party or defendant in any litigation for FY 2024 and to date in FY 2025.

35. *** Please list all settlements entered into by the agency and judgments against the agency (or by or against the District on behalf of the agency) in FY 24 or FY 25, to date, and provide the parties' names, the amount of the settlement or judgment, and if related to litigation, the case name and a brief description of the case. If unrelated to litigation, please describe the underlying issue or reason for the settlement (e.g. administrative complaint).

The OANC has not entered into any settlement in FY 2024 or to date in FY 2025

- 36. *** Please list and describe any investigations, audits, or reports on the agency or any employee of the agency that are ongoing or were completed during FY 24 and FY 25, to date.
- D.C. Code 1-309.13 (d)(1) provides that "[t]he Auditor shall produce and submit to the Council a consolidated annual report of the financial activity of all the Commissions." Instead of a report on the financial activity of the Commissions the Auditor prepares a report on the OANC. That is the only audit, report or investigation know to have occurred in FY 2024 and to date in FY 2025.
- 37. Please provide a list of all studies, research papers, reports, and analyses that the agency prepared or funded during FY 24 and FY 25, to date. Please submit a hard copy to the Committee of any study, research paper, report, or analysis that is complete.

The OANC prepared and annual report for 2024(attached). The OANC did no other studies, reports, research papers, or analysis in FY 2024 or to date in FY 2025

38. Please list any task forces, committees, advisory boards, or membership organizations in which the agency participates.

The OANC is not an automatic member of any task forces, committees, advisory boards, or membership organization. However, to improve our performance we established our own Advisory Board and formed a fiscal management work group. Both are described further in question no. 62.

AGENCY-SPECIFIC QUESTIONS

39. *** Please list all currently vacant Commissioner positions.

The Board of Elections certified 30 vacant SMDs following the November 2024 election. The Board has certified an additional 3 vacancies following the election, for a total of 33 vacancies.

The vacant SMDs are:

1A07, 1A08, 1C08, 2A01, 2A05, 2A06, 2A07, 2A09, 2F08, 3E07, 4A05, 4A06, 4A07, 4B04, 5A01, 5A04, 5A05, 5A07, 5D04, 6E01, 6E04, 7B06, 7B07, 7D01, 7D02, 7E05, 7E07, 8D02, 8D04, 8D05, 8D06, 8D07, 8E02.

40. How many training sessions did the Office provide Commissioners in FY 24 and FY 25, to date? Please provide the subjects covered, dates, and attendance for each training offered. Please also note which trainings were provided virtually, and whether each training is now available on demand.

| | Date | Training Topic | Attendanc e | Agency | Virtual/ In- Person | On- Demand/Views |
|----|---------|--|------------------------------|-----------|---------------------------|---------------------|
| 1. | 2.23.24 | Treasurer and Chair Financial Training | 16 in person/14 remote | OANC | Hybrid | Yes/13 Views |
| 2. | 3.21.24 | FOIA for ANCs | 16 | OANC/BEGA | Virtual | Yes/69 Views |
| 3. | 3.25.24 | How DDOT Works & Intro to TOPS | Unknown | DDOT | Virtual | Yes/5 views |
| 4. | 4.11.24 | Ethics Training | 16 | BEGA | Virtual | Yes/9 views |
| 5. | 4.17.24 | Language Access Training | 6 | OHR | Virtual | Yes/27 views |
| 6. | 4.30.24 | Parliamentary Procedure for Chairs | 7 | OANC | In- person | No |
| 7. | 5.2.24 | Zoning Basics | 6 | ОР | Virtual | Yes/27 Views |
| 8. | 5.7.24 | Zoning Basics | 2 | ОР | Virtual | No (see above) |
| 9. | 5.9.24 | Advanced Zoning | 10 | ОР | Virtual | Yes/35 Views |

| 10 | 6.15.24 | Parliamentary Procedure for Chairs | 3 | OANC | In- person | No |
|------|----------|--|----------------------------------|------|---------------|-----------|
| 11 | 7.10.24 | GovDelivergy Bulleting Creation Tutorial | 0 | OANC | On- Demand | 360 Views |
| 12 | 7.15.24 | Creating Out of Office Replies | 0 | OANC | On- Demand | 14 Views |
| 13 | 8.14.24 | Creating a Budget in the QFR Portal | 0 | OANC | On- Demand | 59 views |
| 14 | 9.9.24 | Navigating the QFR Portal | 0 | OANC | On- Demand | 81 views |
| 15 | 9.19.24 | Parliamentary Procedure for Chairs | 5 | OANC | In- Person | No |
| 16 | 9.20.24 | Saving QFRs as PDFs & Merging PDF Files | 0 | OANC | On- Demand | 13 views |
| 17 | 9.20.24 | Hybrid Zoom Meeting Equipment Setup | 0 | OANC | On- demand | 477 views |
| 18 | 10.21.24 | How to Take Effective Meeting Minutes | 0 | OANC | On- demand | 42 views |
| 19 | 11.4.94 | Understanding ANC Roles: A Guide for Elected Commissioners | 0 | OANC | On- demand | 137 views |
| 20 | 12.9.24 | New ANC Orientation pt. 1 | 58 (in person)/5 3 virtual | OANC | hybrid | 16 views |
| 21 | 12.16.24 | New ANC Orientation pt. 2 | 32(in person)/1 6 virtual | OANC | hybrid | _* |
| . 22 | 1.17.25 | GovDelivery Bulleting Signup | 0 | OANC | On- demand | 6 views |

| 23 | 1.23.25 | How to Use Box for E-Signatures pt. 1 | 0 | OANC | On- demand | 5 views | | |
|------|--|--|----|------|---------------|----------|--|--|
| . 24 | 1.23.25 | How to Use Box for E-Signatures pt. 2. | 0 | OANC | On- demand | 14 views | | |
| 25 | 10.20.23 to 2.13.25 | Individual Treasurer Training sessions | 70 | OANC | On- demand | _** | | |
| | *due to technical error, no recording created. May schedule a makeup session. | | | | | | | |
| | ** Between October 20, 2023 and February 13, 2025, 70 individual treasurer training sessions were conducted. | | | | | | | |

a. Please provide a training plan for the remainder of FY 25.

Training Plan for remainder of FY25

- ABCA Training (February 6, 8, & 11)
- OP Comprehensive Plan Sessions (February 13)
- Language Access & Financial Policies and Procedures Training (end of February)
- Basic Zoning (May 5)
- Advanced Zoning (May 6)
- Parliamentary Procedure (mid May)
- Ethics Training (early March)
- FOIA for ANCs (early-mid March)

41. *** Please provide an update on the use of the budget allocation provided for sign language interpretation or communications access in FY 24, and FY 25, to date:

Per the MOUs attached to this questionnaire, the OANC entered into agreements with the Office of Deaf, DeafBlind, & Hard of Hearing (ODDHH) in FY24 to provide services not to exceed \$18,000. In FY25, we have increased the amount to \$21,000.

a. How much has been expended in each fiscal year? How many meetings have been interpreted or made accessible for that expenditure? Please list the Commissions that requested the support.

In FY 24 and FY25 to date, a total of 34 meetings have been supported by ODDHH) totaling \$21,379.

In FY24

| • | ANC 2A (4 meetings) | \$3,492 |
|---|----------------------|----------|
| • | ANC 5B (2 meetings) | \$1,350 |
| • | ANC 5D (21 meetings) | \$12,940 |
| • | ANC 6A (2 meetings) | \$1,780 |
| • | ANC 6E (1 meeting) | \$945 |
| • | ANC 7D (1 meeting) | \$254 |

In FY25

- b. How has the OANC communicated to Commissioners about the availability of sign language interpretation and communication access services in FY 24, and FY 25, to date?

The OANC promotes sign language services in orientations, training to treasurers and officers, and on the OANC website.

- 42. *** Please provide an update on the use of the budget allocation provided for language access for ANCs in FY 24, and FY 25, to date:
 - a. How much has been expended in each fiscal year? How many meetings have been translated for that amount? Please list the Commissions that requested the support.

In FY24 the total funds reimbursed from the Office of Human Rights for language services was \$2,000 for ANC 1D (10 ANC meetings). As for FY25, OHR has not received any reimbursement requests.

b. Please list any ways in which the process for language access translation been changed or simplified in FY 24 and FY 25, to date.

The Office of Human Rights (OHR) has not changed their process for requesting language access translation reimbursements.

c. How has the OANC communicated to Commissioners about the availability of language access services in FY 24 and FY 25, to date?

A DC Office of Human Rights representative promotes language access services at OANC trainings, and we have already scheduled them to participate at the beginning of this year's financial policies and procedures training. The OANC promotes a link to language access services on our website and when providing individual training to ANC treasurers.

We are aware of expenditures FY24 by ANC 1A, 2C, and 4B for language access services that were not submitted to OHR for reimbursements, totaling \$3,204.70. In these instances, we will engage with the Commission to better understand why the ANCs did not request reimbursement, but it is also worth noting that there may be a misalignment in the reimbursement process related to the close of the fiscal year as \$2,444.70 of the funds otherwise eligible for reimbursement occurred in Q4 of FY24.



To help promote Language Access available to Commissioners, we have made this the top selection on the Resources for ANCs menu for the new OANC website (see image to the right). A copy of the information included on the new website is also included attached the end of this questionnaire.

43. How many Commissions submitted annual reports prepared pursuant to D.C. Code § 1-309.10(j)(1) or D.C. Code § 1-309.10(n-1) in FY 24 and FY 25, to date?

To date, OANC has copies of twenty-two (22) annual reports from ANCs for calendar year 2024, or 47.82%. This is the same number of reports as last year at this time. For the period covering October 1, 2023-September 30, 2024, the OANC has copies of the reports from ANCs 1A, 1C, 1D, 1E, 2B, 2E, 3A, 3B, 3C, 3D, 3F, 4B, 4D, 5B, 5C, 5E, 5F, 6B, 6C, 6D, 6E, and 7F.

It is worth noting that while the D.C. Code requires ANCs to publish annual reports, there is no requirement to file the report with the OANC. As a result, only thirteen (14) reports were filed with the OANC upon completion. An additional five (5) reports were added to our files after we found them published on ANC websites, and three (3) reports were shared with the OANC in response to our request for reports.

44. How many Commissions submitted budgets for FY 24 and FY 25 pursuant to D.C. Code § 1-309.10(n)?

In FY24, 45 Commissions submitted approved budgets. Only ANC 6/8F did not submit an approved budget.

In FY25 to date, 40 Commissions have submitted approved budgets. We are still working with ANC's 1B, 5C, 7B, 7E, 8E, and 6/8F to bring them into compliance.

45. ***How many Commissioners have been reimbursed for qualifying travel or childcare expenses pursuant to D.C. Code § 1-309.13(l-1) in FY 24 and FY 25, to date? What is the total amount of reimbursements that Commissioners have received for qualifying travel or childcare expenses in FY 24 and FY 25, to date?

No Commissioners were reimbursed for childcare in FY24 or FY25.

Three (3) Commissions reimbursed Commissioners for travel from their budges. The code allows Commissioners to incur the expense without prior approval in a public meeting. The commissioners receiving travel reimbursements were:

- ANC 2G reimbursed Rachelle Nigro \$72.63 in FY24 Q4 for local transportation.
- ANC 8A reimbursed Jamila White \$19.35 in FY24 Q2 for local transportation.
- ANC 8A reimbursed Robin McKinney \$19.82 in FY24 Q2 for local transportation.

46. How many Commissions have obtained a debit card pursuant to D.C. Code § 1-309.13(b-1) in FY 24 and FY 25, to date? How much has been expended on Commission debit cards in FY 24 and FY 25, to date?

Twenty-seven (27) Commissions have obtained a debit card. The chart below shows which Commissions have debit cards and how much each was expended on the cards in FY24 and FY25.

| ANC | FY 24 | FY 25 | TOTAL |
|-----|-------------|------------|-------------|
| 1A | \$1,067.60 | \$1,763.42 | \$2,831.02 |
| 1B | \$13,667.27 | \$5,123.79 | \$18,791.06 |
| 1D | \$771.58 | \$195.01 | \$966.59 |
| 1E | \$- | \$- | \$- |
| 2B | \$- | \$155.88 | \$155.88 |
| 2G | \$1,489.15 | \$- | \$1,489.15 |
| 3F | \$1,738.05 | \$- | \$1,738.05 |
| 3G | \$2,639.12 | \$1,889.31 | \$4,528.43 |

| 4A | \$385.93 | \$- | \$385.93 |
|----|-------------|------------|-------------|
| 4C | \$- | \$- | \$- |
| 4D | \$- | \$406.79 | \$406.79 |
| 4E | \$- | \$- | \$- |
| 5A | \$158.99 | \$- | \$158.99 |
| 5B | \$- | \$- | \$- |
| 5D | \$6,306.93 | \$68.90 | \$6,375.83 |
| 5E | \$905.37 | \$692.37 | \$1,597.74 |
| 6B | \$3,412.25 | \$6.06 | \$3,418.31 |
| 6D | \$1,788.97 | \$- | \$1,788.97 |
| 7B | \$1,165.39 | \$178.79 | \$1,344.18 |
| 7C | \$2,450.95 | \$745.52 | \$3,196.47 |
| 7D | \$105.56 | \$- | \$105.56 |
| 7E | \$4,402.59 | \$1,277.68 | \$5,680.27 |
| 7F | \$11,421.55 | \$2,757.48 | \$14,179.03 |
| 8B | \$15,273.29 | \$6,225.54 | \$21,498.83 |
| 8C | \$5,642.14 | \$1,772.25 | \$7,414.39 |
| 8E | \$1,994.72 | \$- | \$1,994.72 |
| 8F | \$15,464.56 | \$1,000.88 | \$16,465.44 |

47. *** Please list any Commission allotments whose release was disallowed or reduced by the Office in FY 24 and FY 25, to date. For each, please provide the reason for the disallowance or reduction.

In FY24, a total of \$113,400.29, or 12.37%, of the \$916,000 in funding budgeted for ANCs was withheld. In addition to the details listed below for the impacted ANCs, it is worth noting that ANC 4C lost its entire FY24 allotment of \$18,540.96 as a result of failing to submit an approved budget, meeting minutes, and timely Quarterly Financial Reports in addition to technical errors such as issuing checks with only one signature. The OANC engaged the ANC for months and offered assistance to no avail.

It is also noteworthy that another significant loss of funding was due to ANCs expending funds without an approved Security Fund in place. This resulted in a reduction of funds in FY24 and FY25 totaling \$66,489.78, from nine (9) ANCs. Commissions in Wards 7 and 8 were impacted the most. The chart below shows the impacted ANCs and the total amount of funding withheld due to the Security Fund requirement that was in effect until July 9, 2024.

Allotment Reductions Due to Security Fund Violations

| | FY24 Q1 | FY24 Q2 | FY24 Q3 | FY24 Q4 | FY25 Q1 | Totals |
|-------|------------|------------|------------|------------|------------|-------------|
| | Allotment | Allotment | Allotment | Allotment | Allotment | |
| ANC1C | \$1,702.95 | \$2,320.00 | \$5,819.90 | \$0 | \$0 | \$9,842.85 |
| ANC6A | \$0 | \$0 | \$0 | \$3,420.86 | \$0.00 | \$3,420.86 |
| ANC7B | \$1,803.37 | \$3,609.38 | \$531.74 | \$2,203 | \$5,802.85 | \$13,950.34 |
| ANC7E | \$0 | \$0 | \$0 | \$9,053.58 | \$4,526.68 | \$13,580.26 |
| ANC7F | \$0 | \$0 | \$0 | \$5,274.35 | \$0.00 | \$5,274.35 |
| ANC8A | \$0 | \$0 | \$0 | \$4,743.17 | \$1,505.21 | \$6,248.38 |
| ANC8B | \$0 | \$0 | \$0 | \$4,115.31 | \$0.00 | \$4,115.31 |
| ANC8C | \$0 | \$0 | \$0 | \$597.94 | \$2,139.81 | \$2,737.75 |
| ANC | \$0 | \$0 | \$0 | \$3,659.82 | \$3,659.86 | \$7,319.68 |
| 6/8F | ΨΟ | ΨU | ΨΟ | ψυ,000.02 | ψυ,υυυ.ου | ψ7,515.00 |
| | | | | | | \$66,489.78 |

The following list of individual ANCs does not include disallowances related to grants, which are documented in Question 49.

ANC 1A – (FY24) Disallowed \$1,600.00 for Code violations. The ANC issued check 1576 (\$800.00) and check 1579 (\$800.00) with the treasurer's signature only. The OANC is withheld \$2,100.00 for ACH checks 7002 (\$800.00), 7003 (\$500.00), and 7004 (\$800.00). The DC Official Code 1-309.13, (2) (A) (iii) mandates that checks be issued in consecutive order. The ANC issued these checks through its online bank feature and thereby issued checks out of sequence. The OANC also disallowed \$500.00 for the ACH transaction issued with check 7009.

ANC 1B – (FY24) Deduction of \$1,000.00 for Check 2061, lack of documentation. Impermissible use of funds for check 2066, Swank Motion Pictures, \$1,260.00. The funds were used for entertainment purposes and the document submitted to support the use of funds was an invoice that did not indicate proof of payment. Disallowed check 2067 to District Bridges for \$3,000.00. The ANC did not submit a direct expenditure form or an invoice or receipt to support the use of funds. The OANC has not received \$556.12 in invoices/receipts to support direct expenses paid with check 2068 to Common Good City

ANC 1C - (FY24) Disallowed \$9,842.85 due to expenditures without an approved Security Fund (see above).

ANC 2G – (FY24) Withheld \$3,647.60 for failure to submit invoices or receipts for review.

ANC 3F – (FY24) Reduction due to a carryover balance of \$852.62 from deductions in the 4th quarter FY 2023.

ANC 4A – (FY24) Withheld \$9,000 related to code violations found in 4A's 3rd quarter FY 2023 financial report. Did not receive the invoice or receipt for debit card transactions for Wix.com, \$84.83, and Mosaic, \$72.95, totaling \$157.78.

ANC 4C - (FY24) Withheld \$18,540.96 as detailed above.

ANC 6A – (FY24) Withheld \$3,420.86 due to Security Fund (see above).

ANC 6C – (FY24) Withheld \$5,720.63 due to an outstanding balance from deductions in the 2nd quarter FY 2023 financial report.

ANC 7B - (FY24) Withheld \$13,950.34 due to the absence of an approved Security Fund (see above).

ANC 7E – (FY24) Withheld \$4,526.68 due to the absence of an approved Security Fund (see above).

ANC 7F – (FY24) Withheld \$134.54 due to missing invoices and \$5,274.35 for the absence of an approved Security Fund (see above).

ANC 8A – (FY24) Withheld \$4,743.17 due to the absence of an approved Security Fund (see above).

ANC 8B - (FY24) Withheld \$639.97 due to missing receipts and \$4,115.31 due to the absence of an approved Security Fund (see above).

ANC 8C – (FY24) Withheld \$597.94 due to the absence of an approved Security Fund (see above).

ANC 8D – (FY24) Withheld \$444.48 for violating D.C. Official Code, Section 1-309.13 (j) (1).

ANC 8E – (FY24) Withheld \$1,327.57 due to missing receipts and documents.

ANC 6/8F - (FY24) Disallowed \$3,659.82 due to the absence of an approved Security Fund (see above).

48. *** Please provide a list of all Commissions that have had their checkbook or debit card withheld, or that have had their bank accounts frozen in FY 24, or FY 25, to date, and the reason for each action.

No ANC had their checkbook or debit card withheld or their bank account frozen in FY 24 or FY 25.

49. Please provide a report of all grant requests by Commissions that were rejected by the Office in FY 24 and FY 25, to date, and the basis for the rejection.

The only grant requests by Commissions to the OANC are to the Technical Assistance and Expert Assistance Funds. Those are addressed in the answer to question #51 below. The OANC reviews grants made to the Commissions to determine if the monies requested are a permissible use of ANC funds and makes every effort to do so before the ANC votes on it. The OANC does not approve or reject grants made to Commissions. The Commissions make those decisions. After review, the OANC informs the ANC if the grant or part of the grant is a permissible use of ANC funds. ANCs can still award the grant, and a couple know that the office's opinion may later affect their allotment.

When a grant application meets all the tests for permissibility but contains items in the budget that are impermissible expenses, the OANC will contact the application to determine if there are other permissible items and suggest the applicant submit an amended budget to bring it into permissibility. Additionally, since the OANC reviews any grant applications sent to the office, there are occasions when a grant is reviewed, but the ANC did not ever intend to move the grant forward. The OANC believes this is a better policy so that an application can be reviewed before the next ANC meeting. Only one grant in FY 2024 and one grant to date in 2025 were reviewed, but the ANC did not intend to move the grant to a vote.

<u>FY 2024:</u> The OANC reviewed 48 grants and direct expenditures for Public Purposes issued in 2024. The OANC received all but five before the ANC voted on the grant. The OANC review found:

1. Thirty-three (33) were for permissible uses.

The ANC's approved all of the permissible grants.

- 1. One contained both permissible and impermissible expenditures. The ANC approved the amount deemed permissible.
- 2. Fourteen (14) were deemed to have impermissible expenditures.
 - The ANCs did not vote on 11 of these.
 - Two were voted on and approved, but no check was written.
 - One revision was requested to make the expenditure permissible.

1D changed the grant to a direct expenditure (with the same public purpose requirement) and submitted receipts for permissible expenditures as part of the QFR process.

• One was approved, and a check was written.

ANC 4B had \$3,000 disallowed from its allotment. The OANC staff person reviewing the QFR materials did not reach the issue of permissibility in her review because required grant documentation in the form of the statutorily required close-out report and receipts were not submitted with the QFR as required by the D.C. Code. The OANC has been able to work with the ANCs and grant applicants at this late stage to ensure that permissible expenses are submitted. In some instances, a grantee will have had permissible and impermissible expenses, and the grant can be modified to be fully permissible. In this case, the OANC noted that the budget could be reworked so that the expenses paid for by the grant would be permissible, but without the grant materials, it is unknown if that happened.

For FY 2025:

To date, the OANC has received 16 grant applications or Public-Purpose direct expenditures for review in FY 2025. We anticipate that number increasing as activities increase with the warming weather and with the First Quarter QFR filing, which is due February 15. The OANC is aware that grants have been made by ANCs that were not submitted to the OANC and expects those expenditures to be reviewed with the QFR review.

- 1. Four applications have been received and are pending review. In two of those, the OANC is awaiting additional information from the applicant.
- 2. One grant was withdrawn by the applicant, who plans to resubmit for spring planting.
- 3. Eight were found to be permissible by the OANC. After the review and confirmation with the applicant, the ANC provided additional information that made a portion of the requested amount impermissible. The ANC denied that application. The OANC will not have complete records of ANC actions and expenditures until the First Quarter QFR is filed.
- 4. One grant was found to have both permissible and impermissible expenses. The ANCs approved it, and it will not be known if impermissible expenses will be included in the receipts until the First Quarter QFR.
- 5. Two grants were found to be impermissible. The ANC voted on neither. 1A ANC requires grants to have sponsors, and no Commissioner has sponsored them. The memo and the nature of the impermissibility were discussed with the Treasurer since it was the first grant determined to be ineligible under the new Substantial Benefit standard, and the OANC wanted feedback from the ANC. ANC 5C received a grant request for \$50,000 from a restaurant owner to enhance her restaurant. The email to the applicant with the OANC memo referred the owner to more appropriate sources of money and other assistance for her restaurant.

50. ***According to the Office's Annual Report, the Office hired its first dedicated training specialist, Erik Meltzer, in June 2024. Please describe the training specialist role, including tasks completed, tasks forthcoming, the frequency of engagement with Commissions, and a description of that engagement.

The new training specialist's role is to provide both group and one-on-one training support for Commissioners, develop training programs, and create online orientation and training courses for Commissioners. His engagement with Commissioners, especially individual engagement, occurs through each week in addition to the larger, more formal orientation programs.

His addition to the staff has permitted the OANC to also move forward with selecting a Learning Management System (LMS) so that the OANC can offer online training that includes quizzes, assessments, and certificates of completion. The LMS would also provide statistics on usage and completion so that we can better understand the training needs of ANCs.

Currently, the training specialist is working on the annual financial policies and procedures orientation, which will be offered to <u>all</u> officers in the last week of February.

To date, Work completed includes:

Videos completed:

- How to Use Box for E-Signatures PART 2: Files That Require Multiple Signatures
- How to Use Box for E-Signatures PART 1: A Guide for ANC Commissioners
- GovDelivery Bulletin Signup
- How to Use Box for E-Signatures: A Guide for ANC Commissioners
- Understanding ANC Roles: A Guide for Elected Commissioners
- How to Take Effective Meeting Minutes: A Walkthrough for ANC Meetings
- Hybrid Zoom Meeting Equipment Setup
- Saving QFRs as PDFs & Merging PDF Files
- Navigating the QFR Portal
- Creating a Budget in the QFR Portal
- Creating Out of Office Replies
- GovDelivery Bulletin Creation Tutorial
- Great Weight

Videos in Progress:

• FOIA Policy

PowerPoint Completed:

• Roberts Rules Parliamentary Procedure

51. *** Please provide an update on the use of the Advisory Neighborhood Commissions Technical Support and Assistance Fund. Please provide an accounting of how much money is currently in the fund, how much has been spent in FY 24 and FY 25, to date, and on what it was spent.

Below is the Technical Support and Assistance Fund accounting as published in the OANC's FY24 Annual Report.

| Fund balance at the end of FY23 | 72 |
|---|-----------|
| Approved Assistance Expenditures in FY24 • ANC6/8F – camera for remote meetings | |
| Approved Expert Expenditures in FY24 ANC4D – noise monitoring for ABCA case | 00 |
| Funds used to Support ANC Shared Services in FY24 • Zoom licenses | |
| Microsoft licenses | |
| Total Funds used in FY24 \$217,026.6 | 57 |
| Fund balance at the end of FY24 | 73 |
| Funds not collected by ANCs in FY24 to be added to the Fund in FY25\$113,410.2 | 24 |
| Total Fund balance at the beginning of FY25 \$336,188.9 | 97 |

a. Please describe any future plans for allocating the funding, including expansion of hybrid meeting and community engagement technology.

The OANC plans to allocate funding from this area in the future for:

- Building out individual Websites for ANCs;
- Procuring a Learning Management System (LMS) to improve online learning for ANCs; and,
- Continuing to provide Zoom licenses for the ANCs.
- b. How has the Office implemented the recent additional legislative flexibility for uses of the Fund (incorporated into the Fiscal Year 2025 Budget Support Act) to better support ANCs?

As documented above, the flexibility was used in the past year to support Zoom licenses, outlook licenses, and support for the OANC Website development.

52. Please provide an update on the use of funding to provide outside expert assistance to Commissioners. Please provide an accounting of how much has been spent in FY 24 and FY 25, to date, for this service and the ANCs that benefited from outside expert assistance.

The funding for outside expert assistance is part of the greater Technical Assistance Fund addressed in Question 51 above. The portion of that fund used for expert assistance is as follows:

Approved Expert Expenditures in FY24

- ANC4D noise monitoring for ABCA case \$4,015.00
- ANC7F assistance in negotiating a CBA \$5,000.00

53. For how many Commissions does the Office currently serve as FOIA Officer?

The OANC is not currently serving as the FOIA officer for any ANCs.

In FY 2024, the OANC served as FOIA officer for 3 Commission. The OANC itself received two FOIA requests, one of which was withdrawn.

To date, in FY 2025, the OANC has served as FOIA officer for 3 ANCS and has received two FOIA requests.

Starting with FY 2025, the OANC now participates in the Mayor's FOIA portal and has received two requests, one of which was withdrawn.

54. *** Please provide an update on strategic planning for the Office, including Commissioner engagement on the future of the Office.

The OANC issued a draft of its inaugural strategic plan on January 4, 2024, and made it available on its website for public review. Then, the OANC issued an open call for comments on the plan through February 15, 2024. To accommodate the ANCs, the deadline for comments was extended until the end of March.

Eight (8) ANCs, or 17.4%, formally submitted detailed comments, with additional comments received informally via email. Based on the feedback, the OANC moved the plan toward completion in collaboration with a representative group of Commissioners across the District. To facilitate this collaboration, the OANC established an Advisory Board that first met in the first quarter of FY25. In partnership with the Board, the OANC is moving forward to update and

finalize the strategic plan by the end of 2025. Furthermore, filling the Chief of Staff vacancy will provide the in-house expertise necessary to complete the plan.

From the outset, the strategic plan was intended to be a living document, with areas identified for additional study and consideration. Fiscal management and shared services are two areas being explored in more detail for inclusion in the plan.

Fiscal Management Working Group

The OANC formed a Fiscal Management Working Group in September 2024 composed of James Turner (Commissioner, 1A09) as Chairperson; Chuck Elkins (Commissioner, 3D01); Edward Borrego (Commissioner, 5B01); and Jeremiah Montague, Jr. (former 5C07 Commissioner). The Working Group reviewed current ANC operations, OANC guidance, and systems related to ANC treasurers' duties and fiscal management. The group is encouraged to recommend short-term and long-term service and training improvements to the OANC. The Working Group's first report to the OANC was received in December 2024.

Impact on Shared Services

The OANC's understanding and vision of the ANC shared services landscape continues to expand through our work with the fiscal management working group and website project. These efforts have resulted in centralized services which were not previously considered, including ANC Box E-Signature accounts and customizable ANC news aggregation available for each Commission.

The OANC Strategic Plan sets out both short- and long-term goals and objectives related to services provided by the Office. The plan encompasses objectives to improve the OANC's internal operations as well as services and programs designed to support the operations of Advisory Neighborhood Commissions. It does this by focusing on services and needs identified through an internal review by the OANC, input from Advisory Neighborhood Commissions, the OANC Advisory Board, and individual Commissioners.

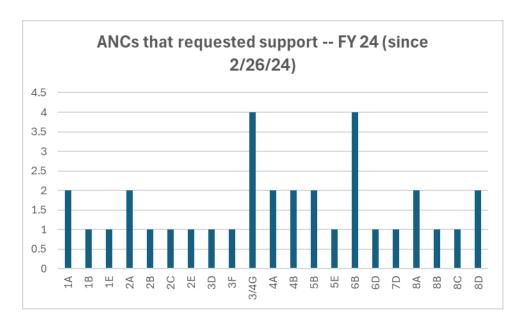
55. *** According to the Office's Annual Report, "OANC hired attorney Andrew Gerst to fill the new position of land use attorney... so that the OANC could fully implement the Advisory Neighborhood Commissions Participation in Planning Amendment Act of 2019." Please provide an update on the land use attorney's work. Please include the number of Commissioners for whom the land use attorney has provided guidance; identify the Commissions that have requested support; provide a list of the topics on which Commissioners have requested support; and explain what steps the land use attorney will take in preparation for the rewrite of the District's Comprehensive Plan.

Please see below for: (a) the number of Commissioners for whom the land use attorney has provided guidance; (b) the Commissions that have requested support; and (c) a list of the topics on which Commissioners have requested support.

FY 2024**

- (a) Provided guidance for a total of 34 Advisory Neighborhood Commissioners.
- (b) Commissions that requested support:

| 1A | 2 | 4B | 2 |
|------|---|----|---|
| 1B | 1 | 5B | 2 |
| 1E | 1 | 5E | 1 |
| 2A | 2 | 6B | 4 |
| 2B | 1 | 6D | 1 |
| 2C | 1 | 7D | 1 |
| 2E | 1 | 8A | 2 |
| 3D | 1 | 8B | 1 |
| 3F | 1 | 8C | 1 |
| 3/4G | 4 | 8D | 2 |
| 4A | 2 | | |



(c) List of Topics on which Commissioners requested support:

| Community Benefits Agreements | 2 |
|---------------------------------------|----|
| Conversion of property ownership type | 1 |
| Campaign signage removal issue | 1 |
| Zoning question | 2 |
| Acquisition of office space question | 1 |
| Board of Zoning Adjustment matter | 15 |

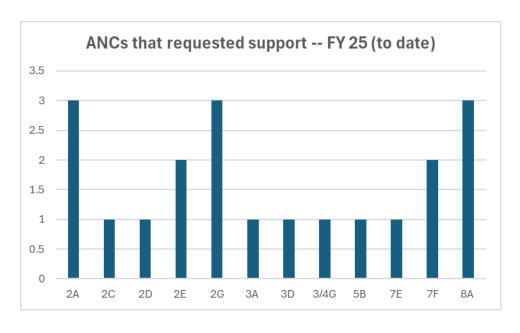
| ABCA medical cannabis matter | 3 |
|--|---|
| Zoning Commission matter | 4 |
| ANC bylaws review | 1 |
| Historic Preservation Review Board issue | 1 |
| Review of confidentiality agreement | 1 |
| Legal/D.C. Code research question | 1 |
| Technical Assistance Fund request | 1 |

^{**} \underline{Note} : Mr. Gerst started as land use attorney with OANC on February 26, 2024. Therefore, the figures provided above represent the work performed for approximately one-half (½) of the fiscal year.

FY 2025 (to date)

- (a) Provided guidance for a total of 20 Advisory Neighborhood Commissioners, to date.
- (b) Commissions that requested support:

| 2A | 3 |
|------|---|
| 2C | 1 |
| 2D | 1 |
| 2E | 2 |
| 2G | 3 |
| 3A | 1 |
| 3D | 1 |
| 3/4G | 1 |
| 5B | 1 |
| 7E | 1 |
| 7F | 2 |
| 8A | 3 |



(c) List of topics on which Commissioners requested support:

| Community Benefits Agreements | 1 |
|--------------------------------------|---|
| Board of Zoning Adjustment matter | 2 |
| Zoning Commission matter | 1 |
| ANC bylaws review | 1 |
| Great weight/comment period question | 1 |
| ANC endorsement question | 1 |
| Technical Assistance Fund request | 7 |
| ABCA alcohol matter | 3 |
| Grant approval request | 2 |
| ABCA medical cannabis matter | 1 |

Rewrite of District's Comprehensive Plan

With respect to the steps that the land use attorney, Mr. Gerst, will take in preparation for the rewrite of the District's Comprehensive Plan, he will continue the coordination that OANC Director Boese has been conducting with the Office of Planning (OP). In this regard, Mr. Gerst and the agency's General Counsel, Denise Wiktor, met with OP on January 31 of this year to further discuss OP's plans for holding Informational Sessions for Advisory Neighborhood Commissioners regarding *DC 2050*, OP's proposal for the first full rewrite of the District's Comprehensive Plan ("Comp Plan") in nearly twenty years. It is OANC's understanding that OP is currently planning to schedule such sessions, to be offered virtually, for mid-February.

In addition, OP plans to conduct a series of one-on-one meetings with Commissioners in late February and early March to allow for these Commissioners to ask questions and receive guidance on engaging their constituents regarding the DC 2050 process. OP has requested input

from OANC regarding the timing and structure of these meetings. OP has also requested OANC's input regarding the substance of such ANC training sessions, and would like to explore opportunities to coordinate communications strategies for the launch, informational sessions and ongoing engagement efforts with Commissioners through OANC's e-mail blast and newsletter.

It should also be noted that Director Boese and OANC staff will encourage OP to identify and consider the needs and concerns of different ANCs regarding the rewrite of the Comp Plan, with particular consideration of traditionally underserved Advisory Neighborhood Commissions, especially those located in Wards 7 and 8.

56. *** Please describe the Office's efforts, on its own or in coordination with the Office of the Chief Technology Officer, to improve its own website and the websites of the individual ANCs.

As the OANC has shared in previous performance hearings, replacing the existing OANC website and providing websites to each of the 46 ANCs is among our highest priorities. This is a joint project with OCTO, and as such, it was delayed due to OCTO's directive to rebuild and replace all DC.Gov websites. While the OANC website replacement has been at the front of the queue in OCTO's priorities, OCTO decided to build all its new sites using Drupal 10. This required training of OCTO staff on the new platform.

Construction on the new OANC website began in earnest in late summer of 2024 and involved regular meetings between the OANC and OCTO.

The design of the new OANC website is complete. OANC and OCTO are using the new website in the development environment to update content, review functionality, correct links, and add content. Once this is finished, the site will go live. We anticipate launching the new site by the end of January or the first week of February.

Once the site is live, we will begin working with OCTO to develop a plan for creating and deploying websites for the ANCs. The OANC has already communicated to OCTO that our highest priorities are ANCs that currently do not have websites, followed by ANCs whose websites are at end-of-life.

In addition to improved functionality, the OANC has embraced the new website as an opportunity to enhance the user experience by either directing users to relevant content on other websites or publishing ANC/OANC documents previously collected but not publicly available. In addition to providing better access to ANC financial information and meeting minutes, materials that are included on the new website for the first time include:

- Link to the Mayor's ANC Resolution portal;
- Link to ANC audits and reports by the Office of the District of Columbia Auditor;
- Link to the Board of Zoning's ANC forms;
- Link to information about ANCs on the Board of Elections website;
- Links to OANC Performance oversight hearing materials and recordings;

- Link to the ANC Law;
- ANC Annual Reports;
- ANC Bylaws;
- An RSS feed highlighting current news about ANCs;
- The OANC Organizational Chart;
- Information about the Executive Director;
- Inclusion of FOIA information:
- Information about the OANC;
- Information about the OANC Advisory Board; and,
- The ability to expand the ANC meeting calendar to include meetings other than the monthly ANC meetings.

57. Please provide monthly usage statistics for the use of the Office's newly procured printer and copier by Commissions for FY 24 and FY 25, to date.

The OANC publishes monthly and annual usage reports documenting use of the ANC printer. These reports are publicly available on the OANC website. The tables below succinctly present the usage statistics for both Black & White and Color printing.

Black and White Printing

| | October | November | December | January | February | March | April | May | June | July | August | September | Annual Total |
|-------|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|-----------------|
| ANC1A | 0 | 0 | 0 | 0 | 1526 | 0 | 0 | 0 | 0 | 0 | 0 | 380 | 1906 |
| ANC1B | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 49 | 0 | 49 |
| ANC2B | 0 | 0 | 0 | 80 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 80 |
| ANC2G | 150 | | 100 | 130 | 1223 | 800 | 140 | 0 | 0 | 1401 | 0 | 1873 | 5817 |
| ANC4E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 618 | 0 | 0 | 0 | 618 |
| ANC5D | 0 | 0 | 0 | 801 | 0 | 0 | 54 | 0 | 0 | 0 | 0 | 0 | 855 |
| ANC5E | 0 | 1302 | 135 | 0 | 0 | 0 | 0 | 135 | 0 | 133 | 0 | 0 | 1705 |
| ANC7F | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 75 | 424 | 320 | 0 | 819 |
| ANC8B | 0 | 0 | 0 | 0 | 0 | 195 | 0 | 0 | 0 | 0 | 0 | 0 | 195 |
| | • | • | • | | | | | | | • | | Total | 12044 |

Page **37** of **48**

Color Printing

| | October | November | December | January | February | March | April | May | June | July | August | September | Annual Total |
|-------|---------|----------|----------|---------|----------|-------|-------|------|------|------|--------|-----------|-----------------|
| ANC1A | 0 | 460 | 0 | 336 | 70 | 66 | 84 | 1223 | 868 | 0 | 2270 | 326 | 5703 |
| ANC1B | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 193 | 901 | 1094 |
| ANC1D | 0 | 0 | 0 | 0 | 1002 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1002 |
| ANC1E | 0 | 243 | 0 | 264 | 0 | 0 | 0 | 251 | 0 | 0 | 0 | 0 | 758 |
| ANC2B | 2724 | 603 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3327 |
| ANC2C | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 882 | 0 | 0 | 0 | 882 |
| ANC2E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 158 | 0 | 158 |
| ANC2G | 0 | 0 | 501 | 0 | 935 | 0 | 0 | 201 | 0 | 342 | 0 | 501 | 2480 |
| ANC3C | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2148 | 0 | 0 | 0 | 0 | 2148 |
| ANC5B | 0 | 0 | 0 | 0 | 1204 | 0 | 0 | 700 | 0 | 0 | 0 | 0 | 1904 |
| ANC5D | 501 | 553 | 0 | 581 | 3111 | 0 | 0 | 0 | 551 | 0 | 2886 | 402 | 8585 |
| ANC5E | 0 | 56 | 0 | 0 | 0 | 0 | 1058 | 2372 | 1453 | 3427 | 3260 | 1652 | 13278 |
| ANC6E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 100 | 0 | 0 | 0 | 0 | 100 |
| ANC7D | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 701 | 701 |
| ANC7F | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 200 | 5249 | 3551 | 0 | 9000 |
| ANC8E | 0 | 1001 | 52 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1053 |
| | • | | | _ | | | | | | | | Total | 52173 |

58. *** Please provide an update on the use of hybrid meeting technology by ANCs, including the ANCs that have used this technology and the number of meetings it has supported in FY 24 and FY 25, to date.

The OANC does not have a complete list of all meetings operating in a hybrid fashion as some Commissions – such as ANC 2A or ANC 6/8F – host hybrid meetings independently without using OANC equipment or staff. However, these Commissions are exceptions.

In FY24 and the first three months of FY25, 111 ANCs meetings were conducted using equipment provided by the OANC. The following is a list of ANCs supported by the OANC and the number of meetings using OANC resources (technology and/or staff).

| • | ANC1A (began hybrid meetings in September 2024) | 4 |
|---|--|----|
| • | ANC1B (October 2023, April, June, and December 2024) | 4 |
| • | ANC1D (monthly starting October 2023) | 13 |
| • | ANC2C (monthly starting October 2023) | 13 |
| • | ANC3/4G (starting November 2023) | 25 |
| • | ANC4A (January to April 2024) | 5 |
| • | ANC4C (monthly starting October 2023) | 16 |
| • | ANC4D (monthly starting October 2023) | 13 |
| • | ANC4E (monthly starting January 2024) | 12 |
| • | ANC5D (October 2023) | 1 |
| • | ANC5E (July 2024) | 1 |
| • | ANC7F (September 2024) | 4 |
| • | ANC8D (May 2024) | 1 |

59. Please provide an update on the effectiveness of the web-based Quarterly Financial Report Software and report on its use. Please describe the training provided to ANCs, or to be provided to ANCs, on using this software.

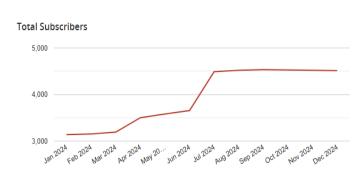
The OANC discontinued using the Excel spreadsheet to prepare the QFRs in early FY24. Starting with FY25, all financial transactions are entered into the QFR Portal, all financial documents of the ANC are uploaded to the Portal, and all QFRs are generated through the Portal. OANC staff conducted individual training with each Commission's treasurer and/or staff person in addition to holding a chair and treasurer financial orientation in April 2024 which included and overview of the Portal and its functionality.

OANC staff also developed training videos accessible on YouTube to supplement the one-onone instruction and these are accessible on the OANC Website.

60. Please provide an update on the implementation and use of Granicus communications software by ANCs.

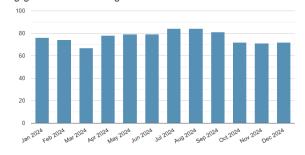
With the new training specialist on staff, the OANC provides individualized training sessions and has produced four (4) training videos for GovDelivery. The OANC continues to advertise the resource and promoted it in our December orientation to newly elected Commissions. Engagement continues to grow and we have heard great feedback from the Commissions and Commissioners using govDelivery. A snapshot of the engagement efforts to date can be seen below.

Key Metrics



| Subscribers (Net Change) | 1.42K |
|----------------------------------|-------|
| Topic Subscriptions (Net Change) | 3.83K |
| Subscriptions Per Subscriber | 2 |
| Impressions | 126K |
| Engagement Rate | 72.3% |

Engagement Rate Percentage



Engagement by Month

| MONTH | UNIQUE RECIPIENTS | | ENGAGEMENT RATE * | |
|---------|-------------------|-------|-------------------|--------|
| 12/2024 | | 2,902 | | 72.33% |
| 11/2024 | | 2,906 | | 71.78% |
| 10/2024 | | 2,916 | | 72.67% |
| 09/2024 | | 3,065 | | 81.83% |
| 08/2024 | | 3,056 | | 84.52% |
| 07/2024 | | 3,062 | | 84.29% |
| 06/2024 | | 3,050 | | 79.67% |
| 05/2024 | | 2,850 | | 79.51% |
| 04/2024 | | 2,832 | | 78.28% |
| 03/2024 | | 2,792 | | 67.30% |
| 02/2024 | | 2,785 | | 74.58% |
| 01/2024 | | 2,771 | | 76.04% |

61. *** Please describe the work of the Office's General Counsel, including the categories of work performed by the General Counsel and the approximate proportion of time spent on each

category. Please share the requests by ANC and by Ward for the assistance of the General Counsel.

FY 2024 saw an increase in requests to the General Counsel. In FY 2024 saw a total of 781 requests from ANCS or internal OANC projects related to ANCs. To date in FY 2025 the General Counsel has had over 550 requests. The increase is partly due to the influx of new Commissioners who are in the learning phase of their tenure. The detailed FY 2025 data was not able to be compiled in the short time given for answers to these questions. It will be filed with the Committee as soon as possible.

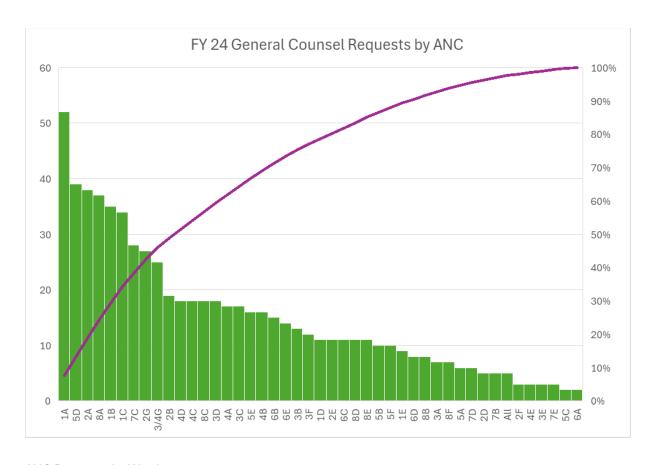
One notable area of increase was the increase in requests for contract review by the ANCs. This a welcomed area of increase. Without the review, some ANCs would have entered into contracts that violated D.C. procurement rules. With review, changes were able to be negotiated to the contract to bring it into compliance. Reviews of grants before the ANCs voted also increased all grants submitted to the OANC since January of 2024 were reviewed prior to the ANC vote or, in two cases, before a check was written. In 5 cases the OANC addressed issues that affected all of the ANCs. One significant issue was FDIC insurance limits on ANC bank accounts. In conjunction with the CFO and FDIC ruling was obtained that ANC bank accounts could be viewed individually for purposes of FDIC insurance. Without that, the number of ANCs that could be with the same bank had a limit based upon balances. The General Counsel continued to write guidance to the ANCs when multiple Commissioners raised the same issue. Guidance on Minutes

Another significant issue affected 6 ANCs. ANCs had been erroneously paying Paid Family Leave tax to DOES. A couple of ANCs were threatened with financial penalties for failure to continue filing. Working with the General Counsel of DOES General Counsel the OANC obtained a complete list of ANCs who had paid those taxes and obtained directions on how those ANCs could receive refunds. Two of those ANCs have received their refunds, and the rest are expected by mid-February.

Also new for FY 2024 is requests were made by every ANC to the General Counsel either by the ANC or an SMD member.

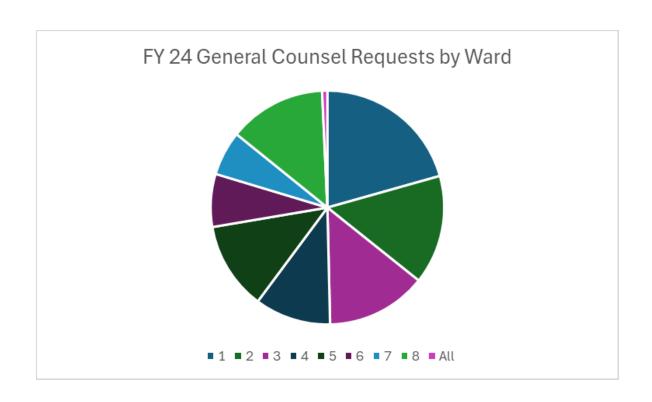
Requests by ANCs

| <u>ANC</u> | | ANC | | <u>ANC</u> | |
|------------|----|------|----|------------|-----|
| 1A | 52 | 3/4G | 25 | 7B | 5 |
| 1B | 35 | 4A | 17 | 7C | 28 |
| 1C | 34 | 4B | 16 | 7D | 6 |
| 1D | 11 | 4C | 18 | 7E | 3 |
| 1E | 9 | 4D | 18 | 8A | 37 |
| 2A | 38 | 4E | 3 | 8B | 8 |
| 2B | 19 | 5A | 6 | 8C | 18 |
| 2D | 5 | 5B | 10 | 8D | 11 |
| 2E | 11 | 5C | 2 | 8E | 11 |
| 2F | 3 | 5D | 39 | 8F | 7 |
| 2G | 27 | 5E | 16 | All | 5 |
| 3A | 7 | 5F | 10 | Multiple | 1 |
| 3B | 13 | 6A | 2 | Total ANC | 684 |
| 3C | 17 | 6B | 15 | OANC | 103 |
| 3D | 18 | 6C | 11 | Total | 781 |
| 3E | 3 | 6D | 8 | | |
| 3F | 12 | 6E | 14 | | |



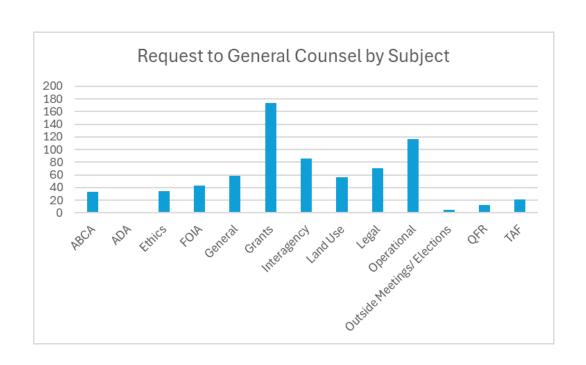
ANC Requests by Ward

| Ward | |
|------|-----|
| 1 | 141 |
| 2 | 103 |
| 3 | 95 |
| 4 | 72 |
| 5 | 83 |
| 6 | 50 |
| 7 | 42 |
| 8 | 92 |
| All | 5 |



ANC Requests to the General Counsel by Subject

| Subject | # |
|-------------|-----|
| ABCA | 33 |
| ADA | 1 |
| Ethics | 34 |
| FOIA | 43 |
| General | 59 |
| Grants | 174 |
| Interagency | 86 |
| Land Use | 56 |
| Legal | 70 |
| Operational | 116 |
| Outside | |
| Meetings/ | 5 |
| Elections | |
| QFR | 13 |
| TAF | 21 |
| | |



62. *** Please describe the work of the Office's Advisory Board and list its members. Please describe how the Office chose the members of the Advisory Board.

The OANC established an advisory board to advise the OANC with respect to initiatives, budget priorities, pending legislation, and policies that support the OANC's mission to provide technical, administrative, and financial reporting assistance to the District of Columbia's Advisory Neighborhood Commissions as codified in D.C. Official Code § 1–309.15.

The Board consists of eleven members, one from each of the eight Wards and three at-large members. Members serve terms of three years, except three members who were initially selected to serve two years and three members who were initially chosen to serve one year. The Board first met on October 17, 2024, and the next meeting will be scheduled in February 2025.

Members were chosen from Commissioners who expressed interest. The OANC reached out directly to invite participation to Commissioners in the event of no Commissioners from a Ward expressing interest. The Board's membership also strives to be as diverse as possible with an eleven-member board. Factors considered included race, geography, length of service, age, gender and gender identity.

The current composition of the Board is as follows:

- Anthony Thomas-Davis (Ward 1)
- Gwen Lohse (Ward 2)
- Adam Prinzo (Ward 3)
- Dr. Antoine Kirby (Ward 4)
- Joe Bishop-Henchman (Ward 5)
- Davina Carson (Ward 6)
- Ebony Payne (Ward 7)
- Dascha Cleckly (Ward 8)
- Jacque Manning (At-large)
- Michael Wray (At-large)
- Delia Houseal (At-large)

63. Please describe any major activities and accomplishments in FY24 and FY25, to date, that are not addressed above.

Three notable achievements that occurred in FY24 and FY25 that are not otherwise addressed or included in this questionnaire.

- The office space renovation and reconfiguration was completed, which gave us the capacity to fill long vacant open positions.
- Created a new publication: Pocket Guide for DC ANCs (copies distributed to the Committee members)

• The OANCS also published its first annual report. A copy of the report is attached.

64. *** Please share any legislative priorities or recommendations for the Council for Council Period 26.

The OANC has identified the following legislative priorities for the agency.

- 1. Repeal D.C. Official Code § 1-309.13(l)(3), which states "Commissions shall use staff payroll forms provided by the OANC." Payroll requirements have become increasingly complex. The OANC is recommending that ANCs use payroll services for their staff. Additionally, many ANCs are using contractors for services, thus negating the need for payroll forms.
- 2. Amend § 1-309.13(l-1)(3)(B)(1) regarding the language "[e]xpenses for public transportation provided by the Washington Metropolitan Area Transit Authority." Currently, a Commissioner can only be reimbursed for using WMATA for transportation expenses. This does not recognize the reality that public transportation is not readily available in all parts of town or that it is infrequent late at night especially true for communities east of the river thereby presenting both a safety and equity issue for Commissioners. The OANC would recommend that Commissioners be allowed to be reimbursed for taxis or the lowest tier of a ride share service.
- 3. Repeal § 1-309.13(h), which allows ANCs to set up petty cash funds. No ANCs are reporting to the OANC that they are currently using petty cash. Petty cash is an area where accountability is difficult and originally were set up to provide ANCs with the ability to make smaller purchases without writing a check flexibility that has largely been replaced with ANC debit cards and ACH purchasing options.
- 4. Amend the portion of § 1-309.13(q) which provides "[i]f District-owned or leased office space cannot be provided, the Mayor shall assist the Commission in locating appropriate office space in the ward in which the Commission is located, **and may seek to reprogram** funds up to \$600 per month to cover the rental of office space for the respective Commission." (emphasis added). The OANC recommends changing "and may seek to reprogram" to "shall provide." ANCs currently have great difficulty obtaining office space through DGS and, despite the language of the statute, no financial payments have been made to ANCs for office space in the recent past or reported to the OANC.
- 5. Work with the Office of the Chief Financial Officer for changes to requirements of banks that have ANC accounts so that they conform with D.C. Government requirements for these accounts. One specific area is the CFO has been given copies of ANC monthly statements as they are for any other D.C. Government bank account. Truist Bank, for example, has stopped giving the CFO copies of monthly statements to the CFO "since"

they are not signatories" despite them being listed as D.C. government bank accounts and using a D.C. government tax ID. Some of the affected ANCs will not forward the statements to the CFOs stating that the CFO can get them from the OANC when they are filed with the QFRs, which delays the earliest statements from reaching the OCFO by three months or more.

- 6. Correct placement of the section of the Code authorizing electronic signatures. This provision was intended to apply to any signature required of an ANC Commission. However, it was inadvertently codified at § 1-309.13(f)(2A)(C), which concerns only debit and ACH transactions. Currently, the D.C. Auditor will not accept electronic signatures and the QFR reporting system run by the OANC is dependent on electronic signatures. Therefore, this provision needs to be placed in a different subsection of this section of the Code.
- 7. Currently, grant expenditures by ANCs are prohibited from duplicating services provided by District government agencies. ANCS are also allowed to make public purpose direct expenditures, and there is no similar prohibition. The use of ANC funds whether expended directly or through grants needs to be aligned to avoid confusion and make the process and purpose predictable. Additionally, there should be a prohibition on expenditures for public purposes being used to pay fees to the D.C. government.

Attachment Question 3

Agency Name

Office of Advisory Neighborhood Commissioner

Annual Freedom of Information Act Report for Fiscal Year 2024 October 1, 2023 through September 30, 2024

FOIA Officer Reporting

PROCESSING OF FOIA REQUESTS

| | PROCESSING OF FOIA REQUESTS |
|----------|---|
| | |
| 1. | Number of FOIA requests received during reporting period |
| 2. | Number of FOIA requests pending on October 1,20230. |
| 3. | Number of FOIA requests pending on September 30, 20240. |
| 4. | The average number of days unfilled requests have been pending before each public body as |
| | of September 30, 20240 |
| | DISPOSITION OF FOIA REQUESTS |
| <u> </u> | |
| 5. | Number of requests granted, in whole |
| 6. | Number of requests granted, in part, denied, in part |
| 7. | Number of requests denied, in whole |
| 8. | Number of requests withdrawn1. |
| 9. | Number of requests referred or forwarded to other public bodies0 |
| 10. | Other disposition0 |
| | NUMBER OF REQUESTS THAT RELIED UPON EACH FOIA EXEMPTION |
| 11. | Exemption 1 - D.C. Official Code § 2-534(a)(1) |
| | Exemption 2 - D.C. Official Code § 2-534(a)(2) |
| | Exemption 3 - D.C. Official Code § 2-534(a)(3) |
| | Subcategory (A)0 |
| | Subcategory (B) |
| | Subcategory (C)0 |
| | Subcategory (D)0 |
| | Subcategory (E)0 |
| | Subcategory (F)0 |
| 14. | Exemption 4 - D.C. Official Code § 2-534(a)(4)0 |
| 15. | Exemption 5 - D.C. Official Code § 2-534(a)(5)0 |

| 16. Exemption 6 - D.C. Official Code § 2-534(a)(6) |
|---|
| Subcategory (A)0 |
| Subcategory (B)0 |
| 17. Exemption 7 - D.C. Official Code § 2-534(a)(7)0 |
| 18. Exemption 8 - D.C. Official Code § 2-534(a)(8) |
| 19. Exemption 9 - D.C. Official Code § 2-534(a)(9) |
| 20. Exemption 10 - D.C. Official Code § 2-534(a)(10)0 |
| 21. Exemption 11 - D.C. Official Code § 2-534(a)(11) |
| 22. Exemption 12 - D.C. Official Code § 2-534(a)(12)0 |
| TIME-FRAMES FOR PROCESSING FOIA REQUESTS |
| |
| 23. Number of FOIA requests processed within 15 days |
| 24. Number of FOIA requests processed between 16 and 25 days |
| 25. Number of FOIA requests processed in 26 days or more |
| 26. Median number of days to process FOIA Requests |
| RESOURCES ALLOCATED TO PROCESSING FOIA REQUESTS |
| 27. Number of staff hours devoted to processing FOIA requests |
| 28. Total dollar amount expended by public body for processing FOIA requests0. |
| FEES FOR PROCESSING FOIA REQUESTS |
| 29. Total amount of fees collected by public body0 |
| PROSECUTIONS PURSUANT TO SECTION 207(d) OF THE D.C. FOIA |
| 30. Number of employees found guilty of a misdemeanor for arbitrarily or capriciously violating |
| any provision of the District of Columbia Freedom of Information Act0. |
| |
| QUALITATIVE DESCRIPTION OR SUMMARY STATEMENT |

Pursuant to section 208(a)(9) of the D.C. FOIA, provide in the space below or as an attachment, "[a] qualitative description or summary statement, and conclusions drawn from the data regarding compliance [with the provisions of the Act]."

Agency Name

Office of Advisory Neighborhood Commissioner

Annual Freedom of Information Act Report for Fiscal Year 2024 October 1, 2023 through September 30, 2024

Attachment

Conclusions:

- 1. The OANC had a total of 5 FOIA requests in FY 2024, one was withdrawn.
- 2. One was to the OANC itself and was timely answered.
- 3. Three were requests to ANC Commissions where the OANC acted as the FOIA officer.
- 4. One that was to ANC 8A was sent to the OANC 5 months after it had been filed. Even then the OANC had difficulty getting the information from the ANC and it took a total of 42 days from the time it was requested the OANC act as FOIA officer to get some of the required information (recording links) from the ANC.
- 5. Two of the ones to the ANCs where the OANC acted as FOIA officer were timely responded to consisting only of email requests which we were able to answer without cooperation/coordination with the ANCs.

Attachment Question 20

| OANC Purchases | Oct 1, 2023 to Jan 27, 2025 | Card Holder: Lynard Barnum, Program Analyst | Approving Official: Kent Boese, Executive Director | |
|-------------------|--------------------------------|---|--|---------------------------|
| | | | | |
| Date | Vendor | Amount | Purpose | Comments |
| 10/6/2023 | PayPal | \$575.00 | Model Meetings - Devonte Squire for ANC 8A Meeting | Technical A Fund (TAF) |
| 10/16/2023 | Shop Pop Displays | \$61.23 | Acrylic Ballot Box for special elections | |
| 10/16/2023 | Paypal | \$2,500.00 | NBC Consulting for 7F | TAF |
| 10/17/2023 | Standard Office Supply | \$164.37 | Office supplies | |
| 10/29/2023 | DMI*Dell Bus Online | \$1,297.40 | 3 Dell Video Conferencing Monitors @ \$385.05 each | |
| 10/31/2023 | Amazon | \$10.60 | Monitor stand riser for OANC staff | |
| 11/7/2023 | Standard Office Supply | \$191.03 | Office supplies | |
| 11/20/2023 | Paypal | \$675.00 | Model Meetings - Devonte Squire for ANC 8A Meeting | TAF |
| 11/21/2023 | Total Office Products | \$2,113.91 | Office supplies and 4 Dell Video Conferencing Monitors @ \$447.05 each | |
| 11/29/2023 | Amazon | \$32.95 | Office supplies | |
| 11/30/2023 | Advanced Office Equipment | \$407.00 | Toner for commercial printer in OANC office used by ANCs | |
| 12/4/2023 | Amazon | \$17.99 | Office supplies | |
| 12/6/2023 | Paypal | \$575.00 | Model Meetings - Devonte Squire for ANC 8A Meeting | TAF |
| 12/10/2023 | Amazon | \$271.45 | Office supplies | |
| 12/10/2023 | Amazon | \$63.58 | Office supplies | |
| 12/13/2023 | UPCO Lock Services | \$185.00 | Office supplies | |
| 12/12/2023 | Standard Office Supply | \$29.42 | Office supplies | |

| 12/19/2023 | Total Office Products | \$51.71 | Office supplies | |
|------------|------------------------|------------|--|---|
| 12/19/2023 | Total Office Products | \$216.31 | Office supplies | |
| 12/20/2023 | Amazon | -\$13.20 | Office supplies | |
| 1/26/2024 | Advanced Office | \$500.00 | The add on of postscript for printing | |
| | Equipment | | from Iphones | |
| 2/10/2024 | DMI*Dell Bus Online | \$1,822.15 | Laptop - Dell Latitude 7440 BTX | |
| 2/15/2024 | 4Imprint, Inc. | \$171.90 | Laser Edge Open-Back Table Throw to be used at outreach Community events | |
| 2/16/2024 | CDW GOVT | \$1,080.00 | Adobe Acrobat Pro | |
| 2/16/2024 | CDW GOVT | \$120.00 | Adobe Acrobat Pro subscription | |
| 2/20/2024 | Total Office Products | \$435.39 | OANC Banner for Community | |
| | | | outreach events | |
| 2/20/2024 | Total Office Products | \$101.55 | Office supplies | |
| 2/26/2024 | B&H Photo | \$211.99 | KENSINGTON USB-C 10GBPS 3VID | - |
| | | | DOCK STATION W/8 | |
| 2/28/2024 | Amazon | \$33.90 | Logitech M510 Wireless Computer Mouse | |
| 2/28/2024 | Standard Office Supply | \$159.98 | Copier Paper | |
| 3/3/2024 | Amazon | \$44.50 | Logitech MK345 Wireless Combo Full-Sized Keyboard with Palm Rest and Mouse | |
| 3/5/2024 | Amazon | -\$7.41 | Refund for late shipping of above item | |
| 3/6/2024 | Standard Office Supply | \$97.06 | Copier Paper and Pens | |
| 3/12/2024 | Shopamlegalcodes | \$76.50 | Robert's Rules of Order | |
| 3/19/2024 | Capital Pride Alliance | \$1,548.75 | Community Relations Event | |
| 3/21/2024 | Standard Office Supply | \$11.15 | Office supplies | |
| 3/27/2024 | Managed Print Services | \$1,030.00 | Toner for commercial printer in OANC office used by ANCs | |
| 4/16/2024 | Total Office Products | \$619.74 | SunGuard Metal Asset Tags for Hybrid Kits | |

| 4/16/2024 | Total Office Products | \$1,859.22 | SunGuard Metal Asset Tags for Hybrid Kits | |
|-----------|------------------------------|------------|--|--|
| 4/17/2024 | Best Buy Com | \$649.99 | Lenovo - Yoga 6 2-in-1 13.3" WUXGA (1920 x 1200) Touch Laptop | |
| 4/24/2024 | Staples | \$13.85 | Office Supplies | |
| 4/30/2024 | Best Buy Com | \$39.00 | Adjustment to Lenovo Laptop purchase | |
| 5/10/2024 | Staples | \$73.11 | Office supplies | |
| 5/13/2024 | Fast Signs of DC | \$375.87 | Parade banner for community outreach event | |
| 5/21/2024 | DMI*Dell Bus Online | \$1,726.75 | Dell Latitude 7440 Laptop | |
| 5/22/2024 | Amazon | \$44.50 | Logitech MK345 Wireless Combo Full- Sized Keyboard with Palm Rest | |
| 5/22/2024 | Standard Office Supply | \$156.12 | Office supplies including copier paper | |
| 5/29/2024 | 4Imprint, Inc. | \$1,964.51 | T-shirts for ANC Commissioners for community outreach events | |
| 5/31/2024 | Advanced Office Equipment | \$1,083.00 | Copier toner and waste toner collection box | |
| 6/4/2024 | Amazon | \$158.50 | Office supplies | |
| 6/9/2024 | Staples | \$55.20 | Office supplies | |
| 6/12/2024 | Staples | \$26.49 | Office supplies | |
| 6/13/2024 | Pocket Press | \$949.05 | Information Pamphlets for ANC Commissioners | |
| 6/19/2024 | 4Imprint, Inc. | \$581.32 | Polo shirts for OANC Staff for community outreach events | |
| 6/20/2024 | CDW GOVT | \$289.99 | Adobe Premiere Pro for Enterprise - Subscription New - 1 user | |
| 6/24/2024 | 4Imprint, Inc. | -\$94.22 | Refund on cost of Polo shirts purchase | |
| 7/1/2024 | Vista Print | \$872.38 | Retractable Badge Holders with Alligator Clip | |

| | | | T . |
|------------|------------------------------|------------|---|
| 7/8/2024 | Vista Print | \$472.71 | JERZEES® Piqué Women's Polo Shirts for OANC staff for community outreach events |
| 7/12/2024 | Uline | \$147.63 | Gaffers tape to secure Hybrid kits |
| 7/9/2024 | Standard Office Supply | \$193.43 | Office supplies including copier paper |
| 7/18/2024 | Vista Print | \$191.82 | Business Cards |
| 7/16/2024 | Standard Office Supply | \$134.39 | Dry Erase Board |
| 7/22/2024 | Amazon | \$741.89 | Sony ZV-1 II Vlog Camera for Content Creators and Vloggers. |
| 7/22/2024 | Human Circuit | \$509.85 | ManyCam ULC Subscription for ManyCam Enterprise (10 users) Annual |
| 7/22/2024 | Vista Print | \$30.61 | Return address labels |
| 7/24/2024 | Amazon | \$11.55 | Proof Office Self-Inking Rubber Stamp |
| | Advanced Office | | Copier toner and waste toner collection |
| 7/23/2024 | Equipment | \$961.00 | box |
| 7/24/2024 | Amazon | \$402.22 | Softbox Lighting Kit, 20X28- Photography Lighting |
| 7/24/2024 | Standard Office Supply | -\$134.39 | Credit for return of Dry Erase Board |
| 7/30/2024 | Amazon | \$39.68 | Charger cord and hard case for digital camera |
| 8/2/2024 | Advanced Office Equipment | \$1,905.00 | Copier toner and staples cartridges |
| 8/2/2024 | Advanced Office Equipment | \$61.00 | Waste toner collection box |
| 8/18/2024 | Total Office Products | \$412.47 | Office supplies |
| 8/19/2024 | Advanced Office Equipment | \$971.00 | Copier toner |
| 8/19/2024 | Advanced Office Equipment | \$61.00 | Waste toner collection box |
| 8/25/2024 | Amazon | \$132.84 | Air purifier and filters |
| 8/29/2024 | Standard Office Supply | \$175.08 | Office supplies |
| 9/5/2024 | Standard Office Supply | \$169.90 | Copier paper |
| 9/23/2024 | Thomas West | \$6,531.84 | Annual subscription renewal to Westlaw |
| 10/8/2024 | Pocket Press | \$4,670.32 | Pocket Guide to DC ANCs |
| 10/18/2024 | Standard Office Supply | \$169.90 | Copier Paper |

| | Advanced Office | | |
|------------|---------------------------|------------|---|
| 10/31/2024 | Equipment | \$1,248.00 | Copier Toner |
| 11/5/2024 | Politics and Prose | \$4,897.55 | Robert's Rules of Order |
| | Advanced Office | | |
| 11/5/2024 | Equipment | \$1,463.00 | Copier Toner |
| 11/6/2024 | Vista Print | \$55.74 | Return address labels |
| 11/6/2024 | Standard Office Supply | \$18.01 | Office supplies |
| 11/12/2024 | 4Imprint, Inc. | \$1,874.70 | Twill Patch Scarfs |
| 11/15/2024 | ACFE | \$210.00 | Course Tuition for Dawn Dickerson |
| 11/15/2024 | Standard Office Supply | \$229.48 | Copier and Parchment paper |
| 11/18/2024 | Walmart | \$103.56 | Holiday gift bags |
| 11/22/2024 | Amazon | \$296.66 | Certificate Holders |
| 11/22/2024 | Standard Office Supply | \$417.52 | Self-Seal Rigid Mailers |
| 11/24/2024 | Vista Print | \$82.11 | Table top signs |
| 12/4/2024 | Amazon | \$60.94 | Electric air pump & snow flake projector |
| | Advanced Office | | |
| 12/4/2024 | Equipment | \$150.00 | Printer service for ANC printer |
| 12/6/2024 | Uline | \$142.01 | Literature mailers |
| 12/9/2024 | Amazon | \$25.59 | Mini Christmas tree table decorations |
| 12/13/2024 | Standard Office Supply | \$34.38 | Office supplies |
| 40/47/0001 | Advanced Office | 4007.00 | D. Calandaria |
| 12/17/2024 | Equipment | \$287.00 | Printer toner |
| 12/17/2024 | Advanced Office Equipment | \$55.00 | Waste toner collection box |
| 12/19/2024 | Standard Office Supply | \$107.50 | Office supplies |
| 12/23/2024 | ACFE | \$2,201.92 | Course Tuition for Dawn Dickerson |
| 12/30/2024 | RSS.APP | \$999.00 | Newsfeed subscription re: ANCs |
| 1/8/2025 | ACFE | \$415.00 | Report Writing Course for Dawn Dickerson |
| 11012020 | Advanced Office | Ψ+10.00 | Troport Wilding Oddiae for Dawii Dickerso |
| | / tavarious office | | |
| 1/13/2025 | Equipment | \$262.00 | Toner for printer in office used by ANCs |

Attachment Question 21

MEMORANDUM OF UNDERSTANDING BETWEEN

DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSIONS AND

DISTRICT OF COLUMBIA DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Advisory Neighborhood Commissions ("OANC" or "Buyer Agency") and the District of Columbia Department of Small and Local Business Development ("DSLBD" or "Seller Agency"), collectively referred to herein as the "Parties" and individually as "Party."

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

Buyer Agency has requested that Seller Agency provide Salesforce licenses for access to DSLBD's District Enterprise System ("DES"). Such licenses are mandatory to access the DES. To this end, Seller Agency will procure one or more licenses, on behalf of the Buyer Agency, under the terms of this MOU so that the Buyer Agency may perform the budget, special exception, and expenditure review processes as well as update contract information and create waivers. Further, pursuant to D.C. Official Code §§ 2-218.46 and 2-218.51, Agencies are required to request a waiver for contracts in excess of \$250,000, if it is unable to allocate the required percentage of a contract to a Certified Business Enterprise ("CBE").

IV. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF SELLER AGENCY

- 1. The Seller Agency must provide the projected costs of the goods/services under this MOU. This detail shall be provided in the table in Section VI.A.
- 2. The Seller Agency works with the Buyer agency to complete the Interagency funding process using District Integrated Financial System (DIFS) on, or before, June 16, 2024

B. RESPONSIBILITIES OF BUYER AGENCY

- 1. The Buyer Agency agrees to the terms, projected costs, and the funds' availability as associated with this MOU.
- 2. The Buyer Agency begins the Interagency funding process using DIFS within ten (10) days of the execution of the MOU.
- 3. The Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU.
- 4. The Buyer Agency works with the Seller Agency to complete the Interagency funding process using DIFS on, or before, June 16, 2024.

V. DURATION OF MOU

The duration of this MOU shall begin on the execution date of this MOU by the Parties, and it shall expire on <u>July 9, 2025</u>, unless (1) terminated in writing by the Parties prior to expiration pursuant to Section VII of this MOU or (2) extended by the Parties in writing.

VI. FUNDING PROVISIONS

A. COST OF GOODS/ SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$320.00 for <u>Fiscal Year 2025</u>. The total cost of the goods and/or services is based on the Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU listed herein:

| LICENSE | UNIT PRICE | QTY | TOTAL |
|--------------------|------------|-----|-----------------|
| Lightning Platform | | | |
| Starter Unlimited | | | |
| Edition/Gov Cloud | | | |
| Access/Encryption | ¢1.60.00 | | #22 <i>C</i> 00 |
| Access | \$168.00 | 2 | \$336.00 |

The license (*i.e.*, Lightning Platform Starter Unlimited Edition) works in conjunction with "Gov Cloud Access" and "Encryption Access." The cost of these additional products is included with the aforementioned license cost.

B. PAYMENT

1. The Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU. The financial transaction shall be completed between the Buyer Agency and the Seller Agency on, or before June 16, 2024.

- 2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
- 3. For each charge against the Interagency Project, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

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 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 statues may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS

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

VIII. COMPLIANCE WITH LAW

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

IX. COMPLIANCE MONITORING

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

X. RECORDS AND REPORTS

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- **B.** Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

XI. TERMINATION

- **A.** Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

XII. NOTICES

<u>OANC</u>

Email Address

The following individuals are the contact points for each Party:

Kent C. Boese Name Executive Director Title 1350 Pennsylvania Avenue, NW - Suite 11 Address Washington, DC 20004 City State Zip Code 202-727-9945 Phone Number () XXX-XXXX kent.boese@dc.gov

DSLBD

Sirah Turner

Chief Administrative Officer 441 4th Street, NW, Suite 850N Washington, DC 20001

Phone: (202) 770-6283 Email: sirah.turner@dc.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the individuals which are the contact points for each Party for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the Directors of the Buyer Agency and the Seller Agency for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

Signatures to follow

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

| BUYER AGENCY - ADVISORY NEIGH | BORHOOD COMMISSIONS |
|-------------------------------------|----------------------------|
| 1 A Cholo | 1/18/2024 |
| Name Kent C. Boese | Date |
| Title Executive Director | |
| | |
| | |
| SELLER AGENCY - DEPARTMENT O | F SMALL AND LOCAL BUSINESS |
| DEVELOPMENT | |
| DES | 02/01/2024 |
| Rosemary Suggs-Evans | Date |
| Interim Director | |



BETWEEN

THE OFFICE OF ADVISORY NEIGHBORHOOD

COMMISSIONS

AND

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Office of Advisory Neighborhood Commissions (OANC or "Buyer Agency") and the District of Columbia Department of Human Resources (DCHR or "Seller Agency"), each of which is individually referred to in this MOU as a "Party" and both of which together are collectively referred to in this MOU as the "Parties".

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The Buyer serves as the personnel authority for its staff and provides personnel and resource support to other offices. However, the Buyer lacks the human resources (HR) processing infrastructure necessary to accommodate its personnel related operations. Through this MOU, the Seller shall provide the Buyer the needed HR services.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

A. RESPONSIBILITIES OF SELLER AGENCY

The Seller Agency shall provide the Buyer Agency the HR services listed in *Attachment A*. For each service, the Seller Agency shall provide policy guidance, data processing, and customer service to the Buyer Agency, its management staff, and its employees, when applicable.

B. RESPONSIBILITIES OF BUYER AGENCY

In support of the services listed in *Attachment A*, the Buyer Agency shall:

- 1. Fund a project in the amount of \$10,000 (ten thousand dollars) within thirty (30) days of the effective date to Seller Agency;
- 2. Ensure that Seller Agency receives all documentation reasonably necessary in a timely fashion to carry out its responsibilities under this MOU;
- 3. Ensure that employees are actively enrolled in Employee Self Service;
- 4. Designate an OANC employee to serve as a Human Resources Advisor (HRA), who will coordinate with DCHR personnel to facilitate the services provided by DCHR.
- Coordinate, in good faith and promptly, with DCHR before engaging in any corrective or adverse action procedure involving an OANC employee, nonunion dispute resolution or mediation, or non-union grievance process;
- 6. Ensure that all OANC management are properly trained in performance management concepts and PeopleSoft's ePerformance application. The HRA shall be responsible for OANC level ePerformance training and administration once they have received initial training from DCHR;
- 7. Agree to be bound by the provisions of the Comprehensive Merit Personnel Act, Title 6B of the D.C. Municipal Regulations, and all implementing DCHR policies, procedures, issuances and other guidance, unless specifically superseded by statute; and
- 8. Agree that this MOU does not include any services relating to enhanced suitability assessments pursuant to Chapter 4 of Title 6B of the D.C. Municipal Regulations.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be October 1, 2023 (the "effective date") through September 30, 2024, unless early terminated pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the services provided under this MOU shall not exceed \$10,000 for Fiscal Year 2024. The total cost of the services is

based on the Seller Agency's estimate of the actual cost of the services that will be provided under this MOU.

B. PAYMENT

- 1. Within thirty (30) days after this MOU is fully executed, or by November 1, 2023, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
- 2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
- 3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

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 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 statues may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS

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

VIII. COMPLIANCE WITH LAW

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

IX. COMPLIANCE MONITORING

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

X. RECORDS AND REPORTS

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

XI. TERMINATION

- A. Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

XII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency

Kent C. Boese, Executive Director Office of Advisory Neighborhood Commissions 1350 Pennsylvania Ave NW, Suite 11 Washington, DC 20004 (202) 727-9945

Seller Agency

Nicole A. Cook, Chief Administrative Officer DC Department of Human Resources 1015 Half Street, SE, 8th Floor Washington DC 20003 (202) 316-8543

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Kent C. Boese, Executive Director and Nicole Cook, Chief Administrative Officer for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of OANC and DCHR for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

| OFFICE OF ADVISORY NEIG | HBORHOOD COMMISSIONS |
|-------------------------|-----------------------------|
| ShA Bose | 3/6/2024 |
| Kent C. Boese | Date |
| Executive Director | |
| DISTRICT OF COLUMBIA DE | PARTMENT OF HUMAN RESOURCES |
| Blas Spill, Gr. | 3/11/24 |
| Charles Hall, Jr. | Date |
| Director | |





DC DEPARTMENT OF HUMAN RESOURCES

Attachment A - HR SUPPORT SERVICES

Benefits and Retirement Services

Administrative processing of employee benefits coverage

Administrative calculations and processing of retirements

Individual retirement counseling

Recruitment and Staffing Services

Administrative processing of personnel actions
Posting of vacancy announcements
Rating and ranking of candidates
Targeted recruitment
Creation and maintenance of Official Personnel Folders
New Hire Orientation services

Classification and Compensation Services

Classification of newly created positions
Recertification of existing positions
Desk audits
Agency reorganizations or realignments

Establishment of compensation schedules Processing of Within Grade Increases and COLAs

Legal Review and Consultation Services

Legal consultation and risk mitigation guidance, as requested

Policy Advisement Services

Management guidance on District Personnel Manual policies

Employee Relations Services

Management guidance on the progressive discipline process

Guidance on FMLA/PFL policies and requirements

Performance Management Services

Guidance on effective Performance Management principles and implementation of e-Performance Management

Oversight of performance management plans & evaluations

Access to Performance Management appeals process



THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EXECUTIVE OFFICE OF THE MAYOR



Mayor's Office of Deaf, DeafBlind, & Hard of Hearing

MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF DEAF, DEAFBLIND, AND HARD OF HEARING AND OFFICE OF ADVISORY NEIGHBORHOOD COMMISSIONS

FOR

ADA ACCESSIBLE COMMUNICATION SERVICES FOR PARTICIPATING AGENCIES (INTERAGENCY PROJECT FUNDING) FY2025

This Memorandum of Understanding ("MOU") is made by and between the Mayor's Office of Deaf, DeafBlind, and Hard of Hearing (MODDHH) ("Seller") and the *Office of Advisory Neighborhood Commissions (OANC)* ("Buyer").

For and in consideration of the mutual promises contained herein, the Seller and Buyer agencies (hereafter the "Parties") agree as follows:

I. <u>BACKGROUND</u>

- A. This MOU assesses the OANC for the costs of sign language interpretation and/or CART services provided through MODDHH, not to exceed the amount of \$21,000.00.
- B. The Office of the Chief Financial Officer, by and through the Agency Fiscal Officer of the Mayor's Office of Deaf, DeafBlind, and Hard of Hearing will collect one hundred percent (100%) of the assessments against the OANC for the costs of sign language interpretation and/or CART services as advances after the effective date of this MOU in order to obligate funds for the purchase order issued by MODDHH for the provision of sign language interpretation and/or CART services. If the OANC requests sign language interpretation and/or CART services and the costs of those services exceed the amount of \$21,000.00 the request will not be processed unless an addendum to this MOU is added.

II. <u>SERVICES/OBLIGATIONS OF PARTIES</u>

- A. MODDHH shall, upon the request of a OANC staff, provide sign language interpretation and/or CART services (via a private contract vendor) for meetings, conferences, trainings, and other interactions with District residents and consumers who are deaf, deafblind, and hard-of-hearing using the ECP
 Accessibility Request Form
- B. The following guidelines shall apply to the provision of sign language interpretation and/or CART services by MODDHH under this MOU:

- 1. Interpreters and/or CART must be requested by the OANC staff with at least 5 (five) business days' notice.
- 2. Interpreters and/or CART generally are not available on an emergency/short-notice basis. However, if a request for sign language interpretation and/or CART services is made by a constituent or employee with less than five (5) business days' notice, MODDHH will make best efforts to work with the OANC staff to fill the request, with confirmation of ability/inability to provide service within 1 business day of the request.
- 3. Interpreters and/or CART are only available for travel within the District.
- 4. If the OANC staff cancels a request for an interpreter and/or CART with less than three (3) business days' notice, the OANC shall be responsible for the full cost charged by the contract vendor for the cancelation.
- C. MODDHH shall notify OANC contact person via email when payments have reached \$10,500.00 and again when payments have reached \$15,750.00. During these outreaches MODDHH will also note the number of filled/unfilled requests.
- D. OANC agrees to the terms, projected costs, and fund availability associated with the MOU.

III. <u>FUNDING PROVISIONS</u>

A. PAYMENT AND COST OF SERVICES

- 1. Payment for the services shall be made through Intra-District advance to MODDHH in the amount, not to exceed \$21,000.00, unless modified by any subsequent addendum. OANC AFO shall create a project line within five (5) business days after the effective date of this MOU.
- 2. MODDHH and OANC may increase the relevant amount by the mutual agreement of MODDHH and OANC.
- 3. MODDHH shall provide itemized invoices for each completed service request, which shall explain the amounts billed for that request.
- 4. Advances to MODDHH for the services to be performed shall not exceed the amount of \$21,000.00, as may be modified pursuant to paragraph A.2 of this section.
- 5. MODDHH will relieve the advance and bill OANC through the Intra-District process only for the actual costs of those goods and services actually provided pursuant to the terms of this MOU.

6. MODDHH shall return any excess advance to OANC by September 30, 2025 using the process established by the AFO.

B. 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.

IV. DURATION OF MOU

The period of this MOU shall be from October 1, 2024, through September 30, 2025, unless terminated in writing by the Parties before the expiration.

V. <u>AUTHORITY FOR MOU</u>

Office for the Deaf, Deafblind, and Hard of Hearing Amendment Act of 2024 (D.C. Code § 2–1431.03a(e)(13A)).

VI. <u>RECORDS AND REPORTS</u>

MODDHH 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 shall make these documents available for inspection by duly authorized representatives of OANC and other officials as may be specified by the OANC.

VII. NOTICE

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

For the Seller/MODDHH

Kisha Gore, Chief of Staff Office of the Deaf, DeafBlind, and Hard of Hearing 899 North Capitol Street NE, Suite 7200 Washington, DC 20002

Phone: (202) 316-7430 Email: <u>Kisha.Gore@dc.gov</u>

For the OANC

Kent Boese, Executive Director

Office of Advisory Neighborhood Commissions 1350 Pennsylvania Avenue, NW, Washington, DC 20004

Phone: (202) 727-9945 Email: kent.boese@dc.gov

Mayor's Office of Deaf, DeafBlind, & Hard of Hearing

VIII. MODIFICATIONS

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

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

| Buyer: | |
|---|------------------|
| ShA Chose | Date:1/2/2025 |
| Kent Boese, Executive Director | |
| Office of Advisory Neighborhood Commissions | |
| Seller: | |
| | Date: 12/30/2024 |
| Kari Cooke, Director | <u> </u> |



MEMORANDUM OF UNDERSTANDING

This event rental Memorandum of Understanding ("MOU") is entered into by and between the District of Columbia Public Library ("DCPL") and Government of the District of Columbia - Office of Advisory Neighborhood Commissions ("Agency" or "Renter"), collectively referred to as the "Parties," to permit the use of space at the Martin Luther King Jr. Memorial Library, located at 901 G Street NW, Washington, DC 20001.

WHEREAS, DCPL owns certain facilities as described in this MOU which from time to time are available for rent; and

WHEREAS, Agency desires to rent those premises described in Section 2, and for the purpose described in Section 3; and

NOW, THEREFORE, in consideration of the payments of rents, fees, and other charges provided for herein and the covenants and conditions hereinafter set forth, Agency and DCPL hereby agree as follows:

1. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) authorizes the Parties to enter into this MOU.

2. RENTAL

This MOU confers use privileges only and does not create any tenancy or similar right in the User. DCPL hereby grants permission to Agency to use the following space, in the following manner described below:

| Space Description | MLK Jr. Memorial Library 5 th Floor Event Space |
|--------------------------|--|
| Date & Time ¹ | Saturday, December 14, 2024 3:30 PM – 9:30 PM |
| Event | ANC Holiday Party |
| Capacity Allowance | 300 |
| Total Facility Use Cost | \$1,100 |

Load-in, set-up and breakdown must be completed and all non-Library personnel must vacate the building by the end of the contracted time. DCPL reserves the right to charge penalty fees on events that exceed the contracted time as described in *Attachment A*. If there are amounts due in excess of the Total Facility Use Cost amount set forth in this MOU, the Parties shall, subject to Section 24, enter into a subsequent written agreement outlining all additional costs and amounts due to and from each Party.

¹ See Event Schedule detailed in **Attachment A**

Access to the loading dock and freight elevator is limited and must be scheduled with the Event Services team no later than fourteen (14) days in advance of the event. At that time, the Agency must provide the Event Services team with the dates, times, and names of individuals/vendors that will need access to the loading dock, freight elevator, and carts/dollies (if available). Load-in and load-out are the sole responsibility of the Agency and their vendors. Library employees are not available to help load-in and load-out for events. Public entrances and public elevators may not be used to deliver any equipment or other items for events. All staff working events using the service entrance must have proper identification (Driver's License, State ID, etc.) for building access.

3. USAGE

The Renter will be hosting the ANC Holiday Party for ANC Commissioners. There will be approximately 150 adult attendees. DC Central Kitchen will serve food and soft beverages, and they will have one staff person onsite during the event for set-up and clean-up. No alcohol will be served at this event.

4. EXCLUSIVE USE

DCPL limits access and use to the **5th Floor Event Space** for the time period and stated purpose of the activity as defined and subject to additional limits or conditions on use as provided in this Agreement.

5. NON-EXCLUSIVE USE

Agency will have non-exclusive use of the **Pre-Function Space**, unless otherwise specified in this Agreement.

6. ROOFTOP TERRACE & GARDEN ACCESS

Non-Exclusive Access to the 5th floor event space Rooftop Terrace & Garden ("Rooftop") has been granted to the Renter. Renter understands that the access to the Rooftop is not part of the rental fee. If there is an occurrence, such as inclement weather, or health/safety concerns that prevents or limits the use of the Rooftop, there will be no refunds or adjustments made to facilities use fees under this Agreement. Renter understands that members of the public will be allowed on the Rooftop during the time in which the event occurs.

7. FUNDING PROVISIONS

A. Cost of Services

Price breakdown is as follows:

| SERVICE | AMOUNT | QUANTITY | PRICE PER SERVICE |
|--|------------------------------|----------|----------------------|
| 5th Floor Event Space Base Rental Fee (D.C. Government Rate) | \$1,100 for up to 6 hours | 1 | \$1,100 |
| TOTAL | | | \$1,100 |

8. DEPOSIT AND COST OF SERVICES

Agency agrees to pay DCPL **\$1,100.00** in the following manner: The full amount will be journalized from Agency's Agency account to DCPL's Revenue Account. Please provide Agency codes in a Payment Memo (sample included as *Attachment B*) or in an MOU. D.C. Government Purchase Cards ("PCards") are NOT an acceptable form of payment.

9. MOU REPRESENTATIVES

| DCPL | RENTER | | | |
|--|---|--|--|--|
| Representative: Ayahna Hunter | Representative: Kent Boese | | | |
| Title: Event Program Coordinator | Title: Executive Director | | | |
| Address: 901 G Street NW, Washington, DC | Address: 1350 Pennsylvania Ave NW Suite | | | |
| 20001 | 11, Washington, DC 20036 | | | |
| Telephone No.: 202-645-4425 | Telephone No.: 202-727-9945 | | | |
| Email Address: Ayahna.hunter@dc.gov | Email Address: kent.boese@dc.gov | | | |

10. ALCOHOL SELECTION

- Agency elects to **NOT** have Alcohol served for the entire duration of their permitted facility use. Agency understands that having Alcohol on the premises is a breach of the MOU and can result in the termination of this MOU, immediate removal from the reserved space, and forfeiture of the rental fees.
- Agency elects to have Alcohol served during their permitted facility use. Agency understands that the Alcohol can only be served and provided by an authorized caterer who has submitted all necessary paperwork to DCPL as required by law. Agency understands that having Alcohol on the premises that is not provided and/or served by an authorized caterer is a breach of the Agreement.

Richard Reyes-Gavilan, Executive Director of DCPL, grants an exemption under 1 DCMR §1416.3 for alcohol to be served and used on DCPL property for this event, with the caterer as indicated in Section 3. Usage, above. . District government funds may not be used to purchase alcohol.

11. CATERING SELECTION

☐ Agency elects to not have any food or beverages on the premises for the entire

duration of their permitted facility use.

- □ Agency elects to provide their own prepackaged snacks and beverages, the value of which cannot exceed \$250 on the premises for the entire duration of their permitted facility use. Note this selection may not be available for large parties.
- Agency elects to have food and beverages supplied by a DCPL-approved caterer. The caterer will be on the premises for the entire duration of their permitted facility use. Agency will enter into a separate agreement with caterer for catering services.

Except for rentals in the Conference Center, DCPL requires the following documentation for any caterer providing services at the MLK Library, which shall be included as **Attachment C**:

- Valid catering license
- Valid business license
- Insurance documentation as detailed in Attachment D (relevant clauses as identified with "FOR CATERERS")

12. ALCOHOL / TOBACCO / DRUG USE

All alcohol must be purchased through DCPL's approved caterers. The sale of drink tickets, the exchange of tickets for alcohol, self-service bars, and self- service alcohol at guest tables are all strictly prohibited. Alcohol is not allowed in non-event areas of DCPL at any time. Alcohol service must end thirty (30) minutes prior to the end of the event indicated on the contract. Water and food must be provided at events where alcohol is served.

Library policy and D.C. Official Code \$7-1703.04(a) prohibits individuals from using tobacco at any time on DCPL's premises. This includes cigarettes, cigars, chewing tobacco, snuff, pipes, electronic smoking devices and any non-FDA approved nicotine delivery devices. DCPL's premises include the inside of the building, parking lot and external grounds.

DCPL is a drug-free zone in accordance with DC ST § 48-904.07a. Anyone possessing drugs with the intent to distribute within 1000 feet from DCPL are subject to punishment and/or fines in accordance with DC law.

13. DCPL EVENT RENTAL POLICY AND GUIDELINES

Agency must follow all DCPL Event Rental Policy and Guidelines as outlined at dclibrary.org/eventrentals. Any violation of the policy and guidelines are subject to immediate removal and cancellation of the MOU.

14. CANCELLATION BY AGENCY

All requests to cancel or reschedule must be made in writing to Events Services. The date of the cancellation request shall be the date the Events Services team receives written notification of the request. DCPL will work with Agency to the best of its ability to reschedule events up until 90 days before the date of the event, if possible. The initial 50% deposit fee due at the signing of this MOU, will be refundable for cancellations made prior to 30 days before the event.

15. CANCELLATION BY DCPL

DCPL reserves the right to cancel or amend a reservation if necessary due to a cause that is not the fault of DCPL (i.e., inclement weather, furlough, states of emergency and/or "acts of God"). Agency may reschedule an event by negotiating with DCPL for a mutually agreeable time, with preference given to DCPL. If the event cannot be rescheduled, the Agency will receive a full refund of any payments made to date. DCPL may also cancel a reservation for changes in applicable law or policy affecting the services described herein. Cancellation by DCPL shall be in writing delivered by electronic mail, or certified mail to the Agency.

16. FUNDRAISING

Donations may be directly or indirectly requested for any charitable purpose including philanthropic, social service, patriotic, welfare, benevolent, or educational so long as Agency is in compliance with DC Code § 44-1701. Any charitable organization requesting funds on DCPL property must have current registrations for this activity, including the District's basic business license and valid certificate of registration authorizing charitable solicitations.

17. RECORDING AND PHOTOGRAPHY

Photography and/or filming is allowed on the premises during the time period and in the areas of the building booked by clients for their private event. Agency must provide details about the individuals/groups participating in the photography or filming, a timeline and a list of specific locations for the photography and/or filming. Detailed requests must be submitted to Event Services at least seven (7) calendar days before the event. DC Public Library reserves the right to approve or deny any photography and/or filming requests that fall outside of the rental time period or area of the building. Any pre-event walk-through for photographers and videographers must be scheduled in advance with Events.

18. NON-ENDORSEMENT

Renting space at DCPL in no way constitutes an endorsement of a particular group or its policies, beliefs, or programs by the DC Public Library or Board of Library Trustees. DCPL or

Board of Library Trustees shall not be listed as an event sponsor on any printed or electronic publications, advertisements, announcements, or tickets unless specific approval has been granted by Events staff. Use of DCPL's logo is not permitted unless a member of the Events team grants written approval.

19. PROMOTIONAL DISPLAYS ON PREMISES

Agency agrees to adhere to the rules and agrees that promotional or advertising materials may not be posted, distributed or displayed on the premises of DCPL without the prior written consent of Event Services. Placement of any such materials must be determined by Event Services. Any permitted promotional or advertising materials MUST be removed at conclusion of event. Signage displays or other materials must not impede pedestrian or vehicular traffic or lead to visual clutter. Emergency exits may not be blocked.

20. RENTAL SPACE ALTERATIONS AND PROHIBITED ITEMS

Decorations and venue alterations must be approved by DCPL Events Services. The following items and materials are prohibited:

- Helium balloons and machines producing bubbles, smoke or fog;
- Glitter, paint powder, bird seed, rice, beans, confetti and similar materials;
- Staples, tape, tacks, nails, or any material that attaches or adheres to Library furniture, fixtures, structures, walls, ceilings or floors, though low-adhesive tape to mark the floor including vinyl floor stickers and window clings, without prior written approval by DCPL Event Services;
- Anything that might stain or damage the floors;
- Water features, ice sculptures, or similar;
- Open flames, including but not limited to, real flame candles and sparklers. Chafing
 dish fuel is allowed only when handled by the caterer. Open flames are permitted for
 select appliances used outside (such as heaters and certain types of commercial-grade
 cooking tools used by the caterer), subject to written approval from DCPL Events
 Services;
- Animals, without prior written approval by DCPL Event Services. Service animals under the ADA are allowed; and
- Weapons of any kind.

21. SECURITY

It is expressly agreed and understood that DCPL's Department of Public Safety is responsible for providing security for the event. Agency agrees that DCPL's Department of Public Safety, in its sole discretion, will determine the extent of security to be provided for the event.

22. FORCE MAJEURE

DCPL shall not be liable for failure to perform if such failure is caused by or is because of acts or regulations of public authorities, labor disputes, civil tumult, strike, epidemic, weather or any other cause beyond the control of DCPL.

23. ASSIGNMENT

Neither Party shall assign or transfer this Memorandum of Understanding or any portion thereof.

24. ANTI-DEFICIENCY LIMITATION: AUTHORITY

Each Party's duty to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into 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 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. Pursuant to the Anti-Deficiency Acts, nothing in this MOU shall create an obligation on either Party in anticipation of an appropriation by Congress for such purpose, and each Party's legal liability for any obligations under this MOU shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

25. NOTICE OF NON-DISCRIMINATION

In accordance with District and federal laws, DCPL does not discrimination on the basis of actual or perceived race, color, disability, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an interfamily offense, or place of residence. Harassment based on any of the above protected categories is prohibited by law.

26. SEVERABILITY

This MOU shall be deemed severable and any provision of this MOU that violates any statute, rule, regulation of the District of Columbia or the United States or is otherwise invalid or unenforceable shall be deemed to be severed and shall not affect the enforceability of any other provision thereof.

27. RELATIONSHIP OF THE PARTIES

For the purposes of this MOU and other related agreements signed by the Parties, neither Party is the agent of the other nor has the right or authority to bind the other Party through its actions or any other agreements or communications. This MOU does not constitute a partnership between the Parties.

28. ENTIRE AGREEMENT/AMENDMENT

This MOU contains the entire MOU among the Parties. The Parties to this MOU agree that they shall have the opportunity to review and comment on all proposed addendums that shall become part of this MOU herein. Any addendums and modifications to this MOU, to be effective, must be in writing and signed by the Parties hereto. The Parties of this MOU also agree that the contracting between the Parties with another outside vendor/party does not obligate and/or bind any other Party of this MOU to the contract of the other.

29. AUTHORIZATION AND ACCEPTANCE

By signing below, the Parties agree to all terms and conditions of this MOU.

DISTRICT OF COLUMBIA PUBLIC LIBRARY

| By: Barbara July Spir (Dec 5, 2024 16:20 EST) | 12/05/24 Date: |
|---|-----------------------|
| Barbara Jumper | |
| Chief Business Officer | |
| | |
| By: | Date: |
| Richard Reyes-Gavilan Executive Director | |
| (Signature is only required for Events where | Alcohol is served.) |
| | |
| | |
| AGENCY | |
| | |
| By: AACose | Dec 05, 2024 Date: |
| By: AND Kent Boese | Date |
| Executive Director | |

ATTACHMENT A

Event Schedule

ANC Holiday Party Saturday, December 14, 2024 5th Floor Event Space | MLK Jr. Memorial Library

Vendors

Anticipated vendors at time of contract. Final vendor details and load-in & arrival schedule is due to DCPL no later than 14 days before the event.

| CATEGORY | COMPANY | COMPANY POINT OF CONTACT | | NOTES |
|----------|--------------------|--------------------------|----|-------|
| Caterer | DC Central Kitchen | Shay McCray | No | |

Run of Show

At time of contract, load-in times are tentative. DCPL will work with Occasions and Licensee to confirm final load-in times, based on the loading dock schedule for the event date, no later than 14 days before the event.

| Date | Time | Activity | Location |
|-----------------------------|----------------------|-----------------------------|-----------------------------------|
| Saturday, December 14, 2024 | 3:00 PM | Load-in | Loading Dock |
| Saturday, December 14, 2024 | 3:30 PM | Set-up | 5 th Floor Event Space |
| Saturday, December 14, 2024 | 4:45 PM | Attendee Arrival | MLK Front Entrance |
| Saturday, December 14, 2024 | 5:00 PM | Event Start Time | 5 th Floor Event Space |
| Saturday, December 14, 2024 | 5:00 PM - 8:00 PM | Food, contests, and raffle. | 5th Floor Event Space |
| Saturday, December 14, 2024 | 8:00 PM | Event End Time | 5 th Floor Event Space |
| Saturday, December 14, 2024 | 8:15 PM | Attendee Exit Time | MLK Front Entrance |
| Saturday, December 14, 2024 | 8:15 PM | Breakdown | 5 th Floor Event Space |
| Saturday, December 14, 2024 | 9:30 PM | Breakdown Complete | 5 th Floor Event Space |
| Saturday, December 14, 2024 | 10:00 PM | Load-Out Complete | Loading Dock |

ATTACHMENT B

*** Memo should be written on Licensee Agency's Letterhead ***

MEMORANDUM

| TO: | Cherylle Pacana Agency Fiscal Officer DC Public Library |
|--|--|
| FROM: | Name of Licensee Agency AFO Agency Fiscal Officer Agency |
| DATE: | |
| SUBJECT: | Agency Transfer Account Information for DC Public Library Events Rental Costs |
| Space Descr Date & Time: Event: Capacity Allo Total Facility (above inform | wance: |
| Buyer Agency Buyer Progra Buyer Cost C Buyer Fund: Buyer Project Assigned to S Project Name Project #: Award #: Task #: Account#: Cost Center# | m: enter: Number: Seller: : |
| i unumg Amu | unt Agreed Upon: |

This memo allows the DC Public Library to charge the above project from the codes provided. D.C. Government Purchase Cards ("PCards") are NOT an acceptable form of payment.

ATTACHMENT C



GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Licensing and Consumer Protection

Business Licensing Division
1100 4th Street S.W.
Washington DC 20024

Department of Licensing and Consumer Protection
Date Issue
Category:

Date Issued : 08/30/2023 Category : 9305

License# : 930522000001

License Period: 09/01/2023 - 08/31/2025

BASIC BUSINESS LICENSE

Billing Name and Address:

GLENDA COGNEVICH
Dc Central Kitchen

425 2nd Street NW Washington DC 20001 Premise/Application's Name and Address:

D.C. Central Kitchen, Inc. (The)

901 G ST NW, WASHINGTON, DC 20001

Registered Agent's Name and Address:

Glenda Cognevich

425 Second St., N.W. Dc Central Kitchen Washington DC 20001

Owner's Name:

Corp. Name: D.C. Central Kitchen, Inc. (The)

Trade Name:

| CofO/HOP# : CO2001847 | SSL: 0375 0128 | Zone : D-7 | Ward : 2 | ANC: 2C | PERM NO.: |
|-----------------------|----------------|------------|----------|------------|-----------|
| | | UNITS : 1 | | | |

Public Health: Retail Food Establishment - Delicatessen

--THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES--

and Consumer Protection

*License Effective from the later of Issued or Start of License-Period Date

Interim Director :

Shirley Kwan-Hui

Date: 8/31/2023 1:06:16 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODU | CER | | | | CONTAC | Chris Bian | nonte | | | | |
|--|---|--------|----------|----------------------------------|----------------------------------|--------------------|------------------|----------------------------------|--------------|---------|-----------------|
| The A | ndrew Agency Inc | | | | NAME: PHONE | (804) 32 | 20-2886 | | FAX | (804) 3 | 320-5750 |
| | Cox Road | | | | E-MAIL chris@theandrewagency.com | | | | (001) | | |
| Suite | | | | | ADDRESS. | | | | | | |
| Glen / | | | | VA 23060 | | | . , | RDING COVERAGE | F A marias | | NAIC # 19046 |
| | | | | VA 23000 | INSURE | NA. | Casualty & S | urety Company of | America | | 19040 |
| INSUR | - | | | | INSURE | RB: | | | | | <u> </u> |
| | The DC Central Kitchen, Inc, and DCC | K Sup | port C | Corporation, et-al | INSURE | RC: | | | | | <u> </u> |
| | 2121 First Street, SW Washington, DC 20024 | | | | INSURE | RD: | | | | | |
| | vaomigion, 20 2002 i | | | | INSURE | RE: | | | | | |
| | | | | | INSURE | RF: | | | | | I |
| COVE | RAGES CER | TIFIC | ATE | NUMBER: CL242207199 |) | | | REVISION NUM | IBER: | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD | | | | | | | | | | | |
| INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, | | | | | | | | | | | |
| 1 | LUSIONS AND CONDITIONS OF SUCH PC | | | | | | | OBJECT TO ALL T | HE LEKIVIS | , | |
| INSR | TYPE OF INSURANCE | ADDL | SUBR | | | POLICY EFF | POLICY EXP | | LIMIT | e | |
| LTR | COMMERCIAL GENERAL LIABILITY | INSD | WVD | POLICY NUMBER | | (MM/DD/YYYY) | (MM/DD/YYYY) | | | | |
| l | | | | | | | | DAMAGE TO RENT | ED | \$ | |
| - | CLAIMS-MADE OCCUR | | | | | | | PREMISES (Ea occi | urrence) | \$ | |
| | | | | | | | | MED EXP (Any one | person) | \$ | |
| | | | | | | | | PERSONAL & ADV | INJURY | \$ | |
| (| GEN'LAGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREC | SATE | \$ | |
| | POLICY PRO- JECT LOC | | | | | | | PRODUCTS - COM | P/OP AGG | \$ | |
| | OTHER: | | | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY | | | | | | | COMBINED SINGLE (Ea accident) | ELIMIT | \$ | |
| | ANYAUTO | | | | | | | BODILY INJURY (Pe | er person) | \$ | |
| | OWNED SCHEDULED AUTOS ONLY AUTOS | | | | | | | BODILY INJURY (Pe | er accident) | \$ | |
| | HIRED NON-OWNED | | | | | | | PROPERTY DAMAG (Per accident) | BE . | \$ | |
| | AUTOS ONLY AUTOS ONLY | | | | | | | (i ci accident) | | \$ | |
| | UMBRELLA LIAB OCCUR | | | | | | | EACH OCCUPPEN | 05 | \$ | |
| | - FYCESC LIAB | | | | | | | EACH OCCURREN | UE . | _ | |
| H | CLAIWS-WADE | 1 | | | | | | AGGREGATE | | \$ | |
| v | DED RETENTION \$ ORKERS COMPENSATION | | | | | | | PER | OTH- | \$ | |
| A | ND EMPLOYERS' LIABILITY Y / N | | | | | | | STATUTE | ÉR | | |
| | NY PROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED? | N/A | | | | | | E.L. EACH ACCIDE | NT | \$ | |
| | Mandatory in NH) yes, describe under | | | | | | | E.L. DISEASE - EA I | EMPLOYEE | \$ | |
| | ESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POL | | \$ | |
| | Cyber Liability | | | | | | | Each Claim Limi | | | 00,000 |
| | 'Claims Made" Form | | | 106446802 | | 01/01/2024 | 01/01/2025 | Annual Aggregat | e Limit | \$2,0 | 00,000 |
| | | | | | | | | | | | |
| DESCR | IPTION OF OPERATIONS / LOCATIONS / VEHICLI | ES (AC | ORD 1 | 01, Additional Remarks Schedule, | may be a | ttached if more sp | ace is required) | | | | |
| Refer | ence: New location added 10-1-2020, 901 | G Str | eet, N | W, Ground Floor, Washingtor | n DC 200 | 001. | | | | | |
| Per fo | rm # ACF-7001 Rev 01-19 - The Governn | ent o | f The I | District of Columbia has been | habbe r | as Additional In | sured for vica | rious liability | | | |
| 1 61 10 | III#ACI -7001 Nev 01-13 - The Governin | icht o | i ilic i | District of Columbia rias been | i added i | as Additional III | isured for vical | lous liability | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| CEDI | IFICATE HOLDER | | | | CANC | ELL ATION | | | | | |
| CERI | IFICATE HOLDER | | | | CANC | ELLATION | | | | | |
| | | | | | SHO | ULD ANY OF T | HE ABOVE DE | SCRIBED POLICI | ES BE CAN | CELLE | BEFORE |
| | | | | | THE | EXPIRATION D | ATE THEREOI | F, NOTICE WILL B | | | |
| | The Government of the District of | of Col | umbia | , DC Public Library | ACC | ORDANCE WIT | H THE POLICY | Y PROVISIONS. | | | |
| | Attn: Diane B. Wooden | | | | | | | | | | |
| | 1990 K Street, NW, 5th Floor | | | | AUTHO | RIZED REPRESEN | ITATIVE | _ | | | |
| | Washington | | | DC 20006 | | | Pyai | im. and | iew | | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| 11110 001 11110 | ate accenter comer righte to the continuate he | idoi iii iiod oi odoi | 1 0114010011 | 10116(0)1 | | | |
|-----------------|--|-----------------------|------------------------|-------------------------------|-------------------|---------|----------|
| PRODUCER | | | CONTACT NAME: | Chris Biamonte | | | |
| The Andrew Ag | gency Inc | | PHONE (A/C, No, Ext | t): (804) 320-2886 | FAX (A/C, No): | (804) 3 | 320-5750 |
| 4551 Cox Roa | d | | E-MAIL ADDRESS: | chris@theandrewagency.com | | | |
| Suite 100 | | | | INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| Glen Allen | | VA 23060 | INSURER A : | Selective Insurance America | | | 12572 |
| INSURED | | | INSURER B | Sequoia Insurance Co | | | 22985 |
| | The DC Central Kitchen, Inc. and DCCK Support Co | rporation | INSURER C | : | | | |
| | DBA Fresh Start Catering & Contract Foods, DBA M | arianne's, et-al | INSURER D | : | | | |
| | 2121 First Street, SW | | INSURER E : | : | | | |
| | WASHINGTON | DC 20024 | INSURER F : | : | | | |
| COVERAGES | CERTIFICATE NUMBE | R. CL242207194 | | REVISION NUM | IRFR. | | |

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| | ACCUSIONS AND CONDITIONS OF SOCIFICATION. LIMITS SHOWN WAT HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR! POLICY EFF POLICY EXP | | | | | | |
|-------------|--|----------------------------|-----|---------------------------------|----------------------------|----------------------------|---|
| INSR LTR | TYPE OF INSURANCE | INSD | MAD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR | | | | | | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED |
| | | | | | | | MED EXP (Any one person) \$ 20,000 |
| Α | | Y | | S 2407323 | 02/05/2024 | 02/05/2025 | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | POLICY PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | OTHER: | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT \$ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| Α | OWNED SCHEDULED AUTOS AUTOS | Y S 2407323 02/05/2024 02/ | | BODILY INJURY (Per accident) \$ | | | |
| | HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | Uninsured motorist \$ |
| | ✓ UMBRELLA LIAB ✓ OCCUR | | | | | | EACH OCCURRENCE \$ 10,000,000 |
| Α | EXCESS LIAB CLAIMS-MADE | Υ | | S 2407323 | 02/05/2024 | 02/05/2025 | AGGREGATE \$ 10,000,000 |
| | DED RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ➤ PER STATUTE OTH-ER |
| В | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | QWC1301036 | 08/28/2023 | 08/28/2024 | E.L. EACH ACCIDENT \$ 1,000,000 |
| - | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| А | Professional Liability and Abuse & Molestation | | | S 2407323 | 02/05/2024 | 02/05/2025 | Each Occurrence Limit \$ 1,000,000 Annual Aggregate Limit \$ 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Policy includes form#CG 7300NY, CG7310NY which include Primary & Non-Contributory, Additional Insured & Waiver of Subrogation when required by written contract. Business Auto policy includes form #CA7809, CA7813 &CA7822 which include Primary &Non-Contributory, Additional Insured & Waiver of Subrogation when required by written contract. Umbrella policy also applies to Professional Liability coverage, and follows underlying coverage on General Liability, Auto Liability, Employers Liability, Employee Benefits E & O. Re: New location added 10-1-20: 901 G Street NW, Ground Floor, Washington DC 20001

| CERTIFICATE HOLDER | CANCELLATION |
|--------------------|------------------|
| | |
| | 1 |
| | SHOULD ANY OF TH |
| | 1 |

The Government of the District of Columbia, DC Public Library

Attn: Diane B. Wooden 901 G Street, NW, 4th Floor

Washington DC 20001

E ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

OANIOELI ATIONI

Ryan M. Ondiew

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OFFICIOATE HOLDER

ATTACHMENT D

INSURANCE

A. GENERAL REQUIREMENTS. The Licensee at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Licensee shall submit a Certificate of Insurance to the DCPL giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the DCPL.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Licensee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Licensee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Licensee or its subcontractors, and not the additional insured. The additional insured status under the Licensee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the DCPL in writing. All of the Licensee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Licensee or its subcontractors, or anyone for whom the Licensee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Licensee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Licensee shall provide evidence satisfactory to the DCPL with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the DCPL in writing), covering liability for all ongoing and completed operations of the Licensee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability
- 2. <u>Automobile Liability Insurance</u> The Licensee shall provide evidence satisfactory to the DCPL of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the DCPL in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Licensee in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Licensee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Defense costs shall be in addition to and not erode the limits of liability
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability Broadened Coverage for Covered Autos Business Auto, Motor Carrier and Truckers (or it's equivalent)

FOR CATERERS

3. <u>Workers' Compensation Insurance</u> - The Licensee shall provide evidence satisfactory to the DCPL of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Licensee shall provide evidence satisfactory to the DCPL of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
- b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
- c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

FOR CATERERS

- 4. <u>Liquor Liability Insurance</u> The Licensee shall provide evidence satisfactory to the DCPL of Liquor Liability Insurance naming The Government of the District of Columbia as an Additional Insured on a primary and non-contributory basis. A Waiver of Subrogation in favor of The Government of the District of Columbia must be included. The minimum limit required is \$1,000,000 per occurrence and \$2,000,000 in the aggregate. **FOR CATERERS**
- 5. <u>Commercial Umbrella or Excess Liability</u> The Licensee shall provide evidence satisfactory to the DCPL of commercial umbrella or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. <u>All</u> liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion. FOR CATERERS

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Licensee for work under this agreement shall be required to have the same insured required of Licensee. Should the Licensee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Licensee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Licensee. In either

instance, the Licensee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- E. DURATION. The Licensee shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Licensee's liability under this contract.
- G. LICENSEE'S PROPERTY. Licensee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.
- H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Licensee shall include all of the costs of insurance and bonds in the contract price.
- I. NOTIFICATION. The Licensee shall ensure that all policies provide that the DCPL shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Licensee no long complying with the above requirements. The Licensee shall provide the DCPL with ten (10) days prior written notice in the event of non-payment of premium. The Licensee will also provide the DCPL with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Licensee at least 30 days' notice of the change. Licensee must comply, at your expense, and deliver to the DCPL evidence of compliance before the change becomes effective.
- J. CERTIFICATES OF INSURANCE. The Licensee must send to DCPL, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Licensee must also provide us with evidence of renewal before the expiration date of each insurance policy. Licensee is responsible for providing us with 30 days advanced written notice if the certificate of

insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of: Linnea Hegarty, DC Public Library 901 G Street, NW Washington, DC 20001 (202) 727-1101 Linnea.Hegarty@dc.gov

The DCPL may request and the Licensee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Licensee expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the DCPL prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the DCPL on an annual basis as the coverage is renewed (or replaced).

- K. DISCLOSURE OF INFORMATION. The Licensee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Licensee, its agents, employees, servants or subcontractors in the performance of this contract.
- L. CARRIER RATINGS. All Licensee's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, the Licensee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). DCPL should collect, review for accuracy, and maintain all warranties for goods and services.

ANC 12.14.24 MOU

Final Audit Report 2024-12-05

Created: 2024-12-05

By: Linnea Hegarty (linnea.hegarty@dc.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAjmHJqJmSNM7n1K6lvP4QYyuKhlX42Bne

"ANC 12.14.24 MOU" History

Document created by Linnea Hegarty (linnea.hegarty@dc.gov) 2024-12-05 - 8:01:04 PM GMT

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Document e-signed by Barbara Jumper (barbara.jumper@dc.gov)
Signature Date: 2024-12-05 - 9:20:38 PM GMT - Time Source: server

Agreement completed.
 2024-12-05 - 9:20:38 PM GMT



THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EXECUTIVE OFFICE OF THE MAYOR



Mayor's Office of Deaf, DeafBlind, & Hard of Hearing

MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF DEAF, DEAFBLIND, AND HARD OF HEARING AND The Office of Advisory Commissions

FOR

ADA ACCESSIBLE COMMUNICATION SERVICES FY2024

This Memorandum of Understanding ("MOU") is entered into between the Office of Deaf, DeafBlind, and Hard of Hearing ("ODDHH") (the "Seller Agency") and the Office of Advisory Neighborhood Commissions ("OANC") (the "Buyer Agency"). ODDHH and OANC are referred to collectively in this MOU as the "Parties" and each individually is referred to in this MOU as a "Party."

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

I. BACKGROUND

- A. In accordance with the Americans with Disabilities Act ("ADA"), District government agencies must provide accessible communications (via such methods as sign language interpreters, protactile interpreters, and captioning) upon request to individuals with disabilities when necessary to ensure effective communication. To facilitate the provision of ADA accessible communication by agencies, ODDHH enters an annual contract for accessible communication services that can be utilized by individual District agencies by requesting services through ODDHH.
- B. This MOU assesses the cost of CART and sign language interpretation services provided through ODDHH's contract to be: \$18,000.00.

II. <u>SERVICES/OBLIGATIONS OF PARTIES</u>

A. ODDHH shall, upon each request of OANC, and pursuant to the terms of this MOU, provide (via a private contract vendor) ADA accessible communications services (including, if requested, sign language interpreting, protactile interpreting, and/or captioning through communication access real-time

Fiscal Year 2024 ADA Accessible Communication MOU

translation ("CART")) for OANC for meetings, conferences, trainings, or other interaction with District residents and constituents who are deaf, deafblind, deaf disabled, hard of hearing, and late deafened. ODDHH shall also, upon each request of OANC, provide sign language interpretation services and/or CART as a reasonable accommodation for District government employees who are deaf, deafblind, deaf disabled, hard of hearing, or late deafened for meetings, conferences, or trainings.

- B. The following guidelines shall apply to the provision of sign language interpretation and CART services by ODDHH under this MOU:
 - 1. Sign language interpreters and/or CART must be requested by OANC with at least three (3) business days' notice.
 - 2. Sign language interpreters, protactile interpreters, & CART are not reliably available on an emergency/short-notice basis.
 - 3. Interpreters, captioners, and protactile specialists are only available for travel within the District.
 - 4. If OANC cancels a request for a sign language interpreter or CART with less than three (3) days' notice, the OANC <u>shall be responsible for the full</u> cost charged by the contract vendor for the cancellation.
- C. If a request for sign language interpretation, protactile specialists, or CART services from OANC falls outside the guidelines described in subsection B of this section II, sign language interpretation, protactile specialists, and CART services may be sought independently at OANC's own cost. ODDHH can assist OANC with arranging for these services.
- D. The OANC agrees to the terms, projected costs, and fund availability associated with this MOU.

III. <u>FUNDING PROVISIONS</u>

A. PAYMENT AND COST OF SERVICES

- 1. By June 1, 2024, the OANC shall create an OANC and fund it through an Award in the amount of: \$18,000.00. The OANC shall be established in a manner that allows ODDHH to directly charge the Project for the costs the ODDHH incurs in providing services to OANC under this MOU.
- 2. ODDHH shall charge the OANC only for the actual cost of services provided under this MOU.

Fiscal Year 2024 ADA Accessible Communication MOU

- 3. For each charge against the OANC, other than personnel costs documented in Peoplesoft, ODDHH shall attach, to the Project, documentation that supports the charge, including invoices as applicable.
- 4. ODDHH and OANC may increase the relevant OANC amount for FY 2024 listed for OANC by the mutual agreement of ODDHH and OANC.

B. ADDITIONAL CHARGES

The cost for services under this MOU shall not exceed, for the OANC: \$18,000.00. The OANC shall be responsible for obtaining, and paying for, any sign language interpretation and CART services for the agency above the MOU OANC amount, unless otherwise agreed to by ODDHH and OANC. Costs above the OANC amounts may occur because of increased demand for services by OANC, because of increased costs of services, or for other reasons not under the control of ODDHH. ODDHH shall notify the relevant OANC if increased costs are expected to occur. It is also the responsibility of the OANC to inform ODDHH of any current or future activities that may affect projected expenditures. Additional charges shall be paid pursuant to the terms of section III.A.4 of this MOU.

C. ANTI-DEFICIENCY CONSIDERATIONS

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

IV. <u>DURATION OF THIS MOU</u>

The period of this MOU shall be from October 1, 2023 (the "effective date") through September 30, 2024, unless early terminated in writing by the Parties.

V. <u>AUTHORITY FOR MOU</u>

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

VI. RECORDS AND REPORTS

Fiscal Year 2024 ADA Accessible Communication MOU

- A. The Seller Agency and the OANC shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- В. Both the Buyer Agency and Seller Agency and the relevant OANC shall have access to all records of the OANC established pursuant to section VI.B. of this MOU.

VII. NOTICE

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

For ODDHH

Kisha Gore, Chief of Staff Office of the Deaf, DeafBlind, and Hard of Hearing Frank D. Reeves Municipal Center 2000 14th Street NW, Suite 101 Washington, DC 20009

Phone: (202) 316-7430 Email: Kisha.Gore@dc.gov

For the OANC

Kent Boese, Executive Director DC Commission on Arts and Humanities John A. Wilson Building 1350 Pennsylvania Avenue, NW Washington, DC 20004

Phone: (202) 727-9945 Email: Kent.Boese@dc.gov

VIII. **MODIFICATIONS**

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

| IN WITNESS WHEREOF , the Parties have executed this MOU as of the dates written below: | | | |
|---|---------------|--|--|
| DC Commission on Arts and Humanities (on behalf | of the OANC): | | |
| MA Bose | 7/1/2024 | | |
| Kent Boese, Executive Director | Date | | |
| Office of the Deaf, DeafBlind, and Hard of Hearing: | | | |
| | 6/25/2024 | | |
| Kari Cooke, Director | Date | | |



THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EXECUTIVE OFFICE OF THE MAYOR



Mayor's Office of Deaf, DeafBlind, & Hard of Hearing

MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF DEAF, DEAFBLIND, AND HARD OF HEARING AND OFFICE OF ADVISORY NEIGHBORHOOD COMMISSIONS

FOR

ADA ACCESSIBLE COMMUNICATION SERVICES FOR PARTICIPATING AGENCIES (INTERAGENCY PROJECT FUNDING) FY2025

This Memorandum of Understanding ("MOU") is made by and between the Mayor's Office of Deaf, DeafBlind, and Hard of Hearing (MODDHH) ("Seller") and the *Office of Advisory Neighborhood Commissions (OANC)* ("Buyer").

For and in consideration of the mutual promises contained herein, the Seller and Buyer agencies (hereafter the "Parties") agree as follows:

I. <u>BACKGROUND</u>

- A. This MOU assesses the OANC for the costs of sign language interpretation and/or CART services provided through MODDHH, not to exceed the amount of \$21,000,00.
- B. The Office of the Chief Financial Officer, by and through the Agency Fiscal Officer of the Mayor's Office of Deaf, DeafBlind, and Hard of Hearing will collect one hundred percent (100%) of the assessments against the OANC for the costs of sign language interpretation and/or CART services as advances after the effective date of this MOU in order to obligate funds for the purchase order issued by MODDHH for the provision of sign language interpretation and/or CART services. If the OANC requests sign language interpretation and/or CART services and the costs of those services exceed the amount of \$21,000.00 the request will not be processed unless an addendum to this MOU is added.

II. <u>SERVICES/OBLIGATIONS OF PARTIES</u>

- A. MODDHH shall, upon the request of a OANC staff, provide sign language interpretation and/or CART services (via a private contract vendor) for meetings, conferences, trainings, and other interactions with District residents and consumers who are deaf, deafblind, and hard-of-hearing using the <u>ECP</u>
 <u>Accessibility Request Form</u>
- B. The following guidelines shall apply to the provision of sign language interpretation and/or CART services by MODDHH under this MOU:

- 1. Interpreters and/or CART must be requested by the OANC staff with at least 5 (five) business days' notice.
- 2. Interpreters and/or CART generally are not available on an emergency/short-notice basis. However, if a request for sign language interpretation and/or CART services is made by a constituent or employee with less than five (5) business days' notice, MODDHH will make best efforts to work with the OANC staff to fill the request, with confirmation of ability/inability to provide service within 1 business day of the request.
- 3. Interpreters and/or CART are only available for travel within the District.
- 4. If the OANC staff cancels a request for an interpreter and/or CART with less than three (3) business days' notice, the OANC shall be responsible for the full cost charged by the contract vendor for the cancelation.
- C. MODDHH shall notify OANC contact person via email when payments have reached \$10,500.00 and again when payments have reached \$15,750.00. During these outreaches MODDHH will also note the number of filled/unfilled requests.
- D. OANC agrees to the terms, projected costs, and fund availability associated with the MOU.

III. FUNDING PROVISIONS

A. PAYMENT AND COST OF SERVICES

- 1. Payment for the services shall be made through Intra-District advance to MODDHH in the amount, not to exceed \$21,000.00, unless modified by any subsequent addendum. OANC AFO shall create a project line within five (5) business days after the effective date of this MOU.
- 2. MODDHH and OANC may increase the relevant amount by the mutual agreement of MODDHH and OANC.
- 3. MODDHH shall provide itemized invoices for each completed service request, which shall explain the amounts billed for that request.
- 4. Advances to MODDHH for the services to be performed shall not exceed the amount of \$21,000.00, as may be modified pursuant to paragraph A.2 of this section.
- 5. MODDHH will relieve the advance and bill OANC through the Intra-District process only for the actual costs of those goods and services actually provided pursuant to the terms of this MOU.

6. MODDHH shall return any excess advance to OANC by September 30, 2025 using the process established by the AFO.

B. 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.

IV. DURATION OF MOU

The period of this MOU shall be from October 1, 2024, through September 30, 2025, unless terminated in writing by the Parties before the expiration.

V. <u>AUTHORITY FOR MOU</u>

Office for the Deaf, Deafblind, and Hard of Hearing Amendment Act of 2024 (D.C. Code § 2–1431.03a(e)(13A)).

VI. RECORDS AND REPORTS

MODDHH 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 shall make these documents available for inspection by duly authorized representatives of OANC and other officials as may be specified by the OANC.

VII. NOTICE

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

For the Seller/MODDHH

Kisha Gore, Chief of Staff Office of the Deaf, DeafBlind, and Hard of Hearing 899 North Capitol Street NE, Suite 7200 Washington, DC 20002

Phone: (202) 316-7430 Email: <u>Kisha.Gore@dc.gov</u>

For the OANC

Kent Boese, Executive Director

Office of Advisory Neighborhood Commissions 1350 Pennsylvania Avenue, NW, Washington, DC 20004

Phone: (202) 727-9945 Email: kent.boese@dc.gov

VIII. MODIFICATIONS

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

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

| Buyer: Kent Boese, Executive Director Office of Advisory Neighborhood Commissions | Date:1/2/2025 |
|---|------------------|
| Seller: | |
| | Date: 12/30/2024 |

Kari Cooke, Director

| OFFICE OF THE CHIEF TECHNOLOGY OFFICER GOVERNMENT OF THE DISTRICT OF COLUMBIA * * * | MOU Executive Brief OCTO Division | |
|---|-----------------------------------|--|
| OCTO Deputy/Executive: | Program Manager: | |
| Carol Harrison | Paul Liderman | |
| Agency: | Dollar Amount: | |
| DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION (ANC) | \$40,306.67 | |
| Date Submitted: | eMOU#: | |
| Jun 24 2024 11:19AM | TO0DX0-2024-02147 | |
| DC ANC utilizes the Microsoft Licenses to perform day to day services in support of their mission. OCTO has already purchased and provided licenses to the Agency (DC ANC) and are now recouping the money. Risks: | | |
| Challenges: | | |
| Urgency: X Norma | l Rush Expedite | |





MEMORANDUM OF UNDERSTANDING

BETWEEN

DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION

AND

DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER

FOR FISCAL YEAR 2024

MOU Number: TO0DX0-2024-02147

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the **DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION** ("ANC" or "Buyer Agency") and the **DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER** ("OCTO" or "Seller Agency"), each of which is individually referred to in this MOU as a "Party" and both of which together are collectively referred to in this MOU as the "Parties".

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The MOU is intended to reimburse OCTO for the licensing costs of the D.C. ANC's usage of Microsoft licenses for FY24. OCTO procured Microsoft licenses on behalf of DC ANC in FY24 and OCTO is recouping the cost.

IV. SCOPE OF SERVICES

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

OCTO Citywide Messaging will provide Microsoft licenses to DC ANC. This includes (90) G5 licenses and 1 Microsoft Project license that will be utilized by DC ANC's workforce.

A. RESPONSIBILITIES OF SELLER AGENCY

The Seller Agency shall:

- 1. Furnish (90) G5 licenses and (1) Project license to DC ANC
 - 90 G5 Licenses at \$444.80 per license = \$40,032.00
 - 1 Project License at \$274.67 per license = \$274.67
 - Total = \$40,306.67

B. RESPONSIBILITIES OF BUYER AGENCY

Buyer Agency is responsible for reimbursing OCTO for license costs.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from May 29, 2024 (the "effective date") through Sep 30, 2024, unless early terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may not extend the MOU past the end of the fiscal year.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$40,306.67 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer Agency and Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials, and overhead.

B. PAYMENT

- (1) Within thirty (30) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
- (2) The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
- (3) For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

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 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 statues may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS

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

VIII. CONSISTENT WITH LAW

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

IX. COMPLIANCE AND MONITORING

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

X. RECORDS AND REPORTS

A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years from the date of expiration or termination of this MOU.

B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to Section VI.B. of this MOU.

XI. TERMINATION

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

B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to Section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

XII. NOTICES

The following individuals are the contact points for each Party:

ANC

Kent Boese

Washington, D.C. 20001 Phone: (202) 022-2200 Email: kent.boese@dc.gov

OCTO

Paul Liderman Program Manager 200 I Street SE, 5th Floor Washington, D.C. 20003 Phone: (202) 727 7240

Email: paul.liderman@dc.gov

Email: paai.maermanagae.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Kent Boese and the Paul Liderman for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of **DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION** and **OCTO** for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties shall use, restrict, safeguard, and dispose of all information related to good and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION, District of Columbia

| Kent Boese | Date: | 7/24/2024 |
|--------------------|-------|-----------|
| Executive Director | | |
| Kent Boese | | |

| | Date: |
|--------------------------------|-------|
| Chief Technology Officer (CTO) | |
| Stephen Miller | |

| Attachment A – Spend Plan | | | | |
|---------------------------|-------------|--------------------------------------|--------------|--|
| Department | Description | Account Name | Split Amount | |
| CWM (500243) | | 7131036 - IT SOFTWARE MAINTENANCE | \$40306.67 | |
| | | Total Amount: | \$40,306.67 | |



Interagency Standard Request Form (IASRF) Agreement (Completed by Awarding Agency after approval of MOU and Setup a Project, Budget & Award in DIFS)

| Agreeme | ent Title: DC ANC - Microsoft Lice | enses | | Agr | eement Numl | Der: TOODX0-2024-02147 |
|----------------------------------|---|---------------------|-------------------|---------------------------|-------------------|--------------------------------------|
| | | | Buyer Contact | : | | |
| | Program Managen | nent | Agency | Budget | Ag | gency Accountant |
| lame: | Kent Boese | | | | | |
| hone: | (202) 022-2200 | | | | | |
| Buyer Ag | ency: DISTRICT OF COLUMBIA ADVISOR | Y NEIGHBORHOOD CO | MMISSION Sign | ature: | | Date: |
| | | | Seller Contact | t | | |
| | Program Managen | nent | Agency | Budget | Ag | gency Accountant |
| lame: | Paul Liderman | | | | | |
| hone: | (202) 727 7240 | | | | | |
| eller Ag | ency: DISTRICT OF COLUMBIA OFFICE O | F THE CHIEF TECHNOL | OGY OFFICER Signa | ture: | | Date: |
| | Description | Attrib | outes | Attribu (additional if | | Attributes (additional if needed) |
| Seller Ag | gency Code and Name | DISTRICT OF CO | LUMBIA OFFICE OF | THE CHIEF TECHNO | LOGY OFFICER | - OCTO - TO0 |
| Buyer A | gency Code and Name | DISTRICT OF CO | LUMBIA ADVISORY I | NEIGHBORHOOD CO | OMMISSION - | ANC - DX0 |
| Service Period 05/29/2024-09/30/ | | | /30/2024 | | | |
| | Scope of Services or Conditions d (Y or N) | | | | | |
| Extensio | on Amount (Y or N) | | | | | |
| Services Center | GL –Buyers Program & Cost | | | | | |
| Buyers F | und | | | | | |
| Buyer Pr | roject # – Assigned to Seller | | | | | |
| Project N | Name | | | | | |
| | PATEO (Project, Award, Task, Type, Organization) | | | | | |
| Funding | Amount Agreed Upon | \$40,306.67 | | | | |
| - | riginal Date 10/2/20; Rev. 8/2022 District Integrated Financial System Government of The District of Columbia Office of The Chief Financial Officer | | | | Financial Officer | |

eMOU Approval History

1/26/2025 12:36:24 PM

TO0DX0-2024-02147

| Step Name | Name | Status Name | Status Date | Comments |
|--|-----------------------------------|----------------|-----------------------|----------------------------------|
| MOU Author Review | Bazel, Nicolette (OCTO) (OCTO) | Approved | 6/24/2024 11:19:33 AM | |
| OCTO General Counsel Review | Philip Reisen (OCTO) | Approved | 6/24/2024 1:23:14 PM | |
| OCTO Executives Review | Carol Harrison (OCTO) | Approved | 7/15/2024 8:04:12 PM | |
| Buyer Agency Final Review of MOU | Kent Boese (ANC) | Approved | 7/17/2024 9:42:48 AM | I approve this MOU Kent Boese |
| MOU Signature - Buyer Agency | Kent Boese (ANC) | Signed | 7/24/2024 12:53:39 PM | |

| OFFICE OF THE CHIEF TECHNOLOGY OFFICER GOVERNMENT OF THE DISTRICT OF COLUMBIA | MOU Executive Brief OCTO Division |
|--|---|
| OCTO Deputy/Executive: | Program Manager: |
| Carol Harrison | Lee, Ivory (OCTO) |
| Agency: | Dollar Amount: |
| DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION (ANC) | \$128,000.00 |
| Date Submitted: | eMOU#: |
| Jul 29 2024 9:57AM | TO0DX0-2024-02153 |
| Project Description: | |
| The Advisory Neighborhood Commissions (ANC) aims to revar modernized website designed to cater to the diverse needs of all elected representatives and DC residents. With the intention to r and functionality of the existing ANC.dc.gov and its 46 affiliate on optimizing the platform for mobile users, enhancing user exp simplifying content, and incorporating dynamic new features | stakeholders, including ejuvenate the appearance d ANC websites, our focus is |
| Risks: | |
| Challenges: | |
| Urgency: Norma | l Rush X Expedite |





MEMORANDUM OF UNDERSTANDING

BETWEEN

DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION

AND

DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER

FOR FISCAL YEAR 2024

MOU Number: TO0DX0-2024-02153

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the **DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION** ("Buyer Agency") and the **DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER** ("Seller Agency"), each of which is individually referred to in this MOU as a "Party" and both of which together are collectively referred to in this MOU as the "Parties".

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The Advisory Neighborhood Commissions ("ANC") aims to revamp, create, and launch a modernized website designed to cater to the diverse needs of all stakeholders, including selected representatives and DC residents. With the intention to rejuvenate the appearance and functionality of the existing ANC.dc.gov website and its 46 affiliated ANC websites, our focus is on optimizing the platform for mobile users, enhancing user experience and navigation, simplifying content, and incorporating dynamic new features.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

A. RESPONSIBILITIES OF SELLER AGENCY

The Seller agency shall:

- Refresh the ANC Website:
 - Publish up to 50 pages of new content; and
 - Migrate Up to 100 pages of content.

- Develop two dynamic templates: one for the main ANC website and another for the individual Advisory Neighborhood Commissioners, featuring the following components:
 - Logo and Branding: Ensure each ANC has a dedicated space to showcase their distinct logo or seal
 - Navigation Menu: Implement a uniform navigation menu across all ANC websites, with sections such as About, Meetings & Agendas, Commissioners, Committees, Bylaws & Policies, News & Events, and Contact Information to facilitate user access to relevant information.
 - Meetings & Agendas: Establish a section for meeting schedules, agendas, and minutes to promote transparency and community involvement.
 - Commissioners: Provide a directory of current commissioners, complete with their contact information and the Single Member Districts (SMDs) they represent.
 - Committees: Detail the various committees within each ANC, their functions, and any pertinent documentation or resources.
 - Bylaws & Policies: Offer easy access to the bylaws, policies, and procedures governing each ANC.
 - News & Events: Highlight recent news, announcements, and upcoming events pertinent to the ANC and its constituents.
 - Maps: Present maps illustrating the boundaries of each ANC and the individual Single Member Districts
- Train ANC staff to be able to edit the website going forward.

B. RESPONSIBILITIES OF BUYER AGENCY

The Buyer agency shall:

- Provide all content needed for launch according to the timeline provided by OCTO.
- Provide timely feedback on designs as agreed upon in project plan.
- Approve mockups and functionality before development.
- Provide all new content in Word format.
- Provide a sitemap.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from Oct 01, 2023 (the "effective date") through Sep 30, 2024, unless early terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of **four 1-year** option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period at least **Thirty (30)** days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **\$128,000.00** for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer Agency

and Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

B. PAYMENT

- 1. **Sixty (60)** days after this MOU is **fully executed**, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
- 2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
- 3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

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 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 statues may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS

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

VIII. CONSISTENT WITH LAW

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

IX. COMPLIANCE AND MONITORING

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

X. RECORDS AND REPORTS

A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.

B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

XI. TERMINATION

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

B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

XII. NOTICES

The following individuals are the contact points for each Party:

ANC

Kent Boese

Washington, D.C., Phone: (202) 727-9945 Email: kent.boese@dc.gov

OCTO

Lee, Ivory (OCTO) Web Editor 200 I ST SE, 5th Floor Washington, D.C. 20003 Phone: (202) 727 7075 Email:ivory.lee@dc.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Kent Boese and the Lee, Ivory (OCTO) for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of **DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION** and **OCTO** for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties shall use, restrict, safeguard, and dispose of all information related to good and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION, District of Columbia

| Kent Boese | Date: | 8/1/2024 |
|--------------------|-------|----------|
| Executive Director | | |
| Kent Boese | | |

DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER

| | Date: |
|--------------------------------|-------|
| Chief Technology Officer (CTO) | |
| Stephen Miller | |

| Attachment A – Spend Plan | | | | |
|---------------------------|-------------|--------------------------------------|--------------|--|
| Department | Description | Account Name | Split Amount | |
| WEB SERVICES (500237) | | 7132002 - IT CONSULTANT CONTRACTS | \$128000.00 | |
| | | Total Amount: | \$128,000.00 | |



Interagency Standard Request Form (IASRF) Agreement (Completed by Awarding Agency after approval of MOU and Setup a Project, Budget & Award in DIFS)

| Agreeme | nt Title: ANC Website Redesign | | | Agr | eement Numl | Der: TOODX0-2024-02153 |
|--|---|---|-------------------|---------------------------|-------------|-----------------------------------|
| | | | Buyer Contact | : | | |
| | Program Managen | nent | Agency | Budget | A | gency Accountant |
| Name: | Kent Boese | | | | | |
| Phone: | (202) 727-9945 | | | | | |
| Buyer Ag | ency: DISTRICT OF COLUMBIA ADVISOR | Y NEIGHBORHOOD CO | MMISSION Sign | ature: | | Date: |
| | | | Seller Contact | t | | |
| | Program Managen | nent | Agency | Budget | A | gency Accountant |
| Name: | Lee, Ivory (OCTO) | | | | | |
| Phone: | (202) 727 7075 | | | | | |
| Seller Ag | ency: DISTRICT OF COLUMBIA OFFICE O | F THE CHIEF TECHNOL | OGY OFFICER Signa | ture: | | Date: |
| | Description | Attrib | outes | Attribu (additional if | | Attributes (additional if needed) |
| Seller Ag | gency Code and Name | DISTRICT OF CO | LUMBIA OFFICE OF | - | - | |
| | gency Code and Name | DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER - OCTO - TOO DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION - ANC - DX0 | | | | |
| Service F | Period | 10/01/2023-09/ | /30/2024 | | | |
| | Scope of Services or Conditions d (Y or N) | | | | | |
| Extensio | n Amount (Y or N) | | | | | |
| Services Center | GL –Buyers Program & Cost | | | | | |
| Buyers F | und | | | | | |
| Buyer Pr | roject # – Assigned to Seller | | | | | |
| Project Name | | | | | | |
| | PATEO (Project, Award, Task, Type, Organization) | | | | | |
| Funding | Amount Agreed Upon | \$128,000.00 | | | | |
| Original Date 10/2/20; Rev. 8/2022 District Integrated Financial System Interagency Standard Agreement v1 Government of The District of Columbia Office of The Chief Financial Officer | | | | inancial Officer | | |

eMOU Approval History

1/26/2025 12:38:17 PM

TO0DX0-2024-02153

| Step Name | Name | Status Name | Status Date | Comments |
|--|--------------------------------|----------------|----------------------|----------|
| MOU Author Review | Michael Mishani (OCTO) | Approved | 7/29/2024 9:58:01 AM | |
| OCTO General Counsel Review | Didden, Carly (OCTO) (OCTO) | Approved | 7/29/2024 1:37:40 PM | |
| OCTO Executives Review | Carol Harrison (OCTO) | Approved | 7/29/2024 2:07:21 PM | |
| Buyer Agency Final Review of MOU | Kent Boese (ANC) | Approved | 8/1/2024 11:08:26 AM | |
| MOU Signature - Buyer Agency | Kent Boese (ANC) | Signed | 8/1/2024 11:09:44 AM | |

| OFFICE OF THE CHIEF TECHNOLOGY OFFICER GOVERNMENT OF THE DISTRICT OF COLUMBIA | MOU Executive Brief OCTO Division |
|--|-----------------------------------|
| OCTO Deputy/Executive: | Program Manager: |
| Carol Harrison | Anup Sharma |
| Agency: | Dollar Amount: |
| DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION (ANC) | \$18,500.00 |
| Date Submitted: | eMOU#: |
| Dec 3 2024 11:01AM | TO0DX0-2025-02185 |
| Project Description: The Office of Advisory Neighborhood Commissions (OANC) is Portal to provide an easy option to search and manage CBA doc available to DC citizens. | |
| Risks: | |
| Challenges: | |
| Urgency: X Norma | l Rush Expedite |





MEMORANDUM OF UNDERSTANDING

BETWEEN

DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION

AND

DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER

FOR FISCAL YEAR 2025

MOU Number: TO0DX0-2025-02185

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the **DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION** ("Buyer Agency", "OANC") and the **OFFICE OF THE CHIEF TECHNOLOGY OFFICER** ("Seller Agency", "OCTO"), each of which is individually referred to in this MOU as a "Party" and both of which together are collectively referred to in this MOU as the "Parties".

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish the terms and conditions for the Parties to cover the costs required to develop/implement the Community Benefit Agreement (CBA) Portal for OANC to upload, search and manage the CBA documents for Fiscal Year (FY) 2025.

IV. SCOPE OF SERVICES

OCTO will design, develop, test, and deploy OANC CBA Search Portal for the Office of Advisory Neighborhood Commissions (OANC). The system will leverage a common infrastructure framework that will facilitate any future OANC software application development. The Parties will agree to the design, develop, test, and deploy approach:

- 1. Design: With the functional and technical requirements gathered, OCTO and OANC will agree upon the design of the CBA Search Portal;
- 2. Develop: OCTO will develop the CBA Search Portal using Agile project management methodology and adhering to user-centric design based on functional requirements gathered from OANC. Coding of the application will be done using the current .Net development frameworks;
- 3. Test: Testing of the application by OCTO's Software Quality Assurance (SQA) team will be performed as part of Agile development during each Sprint cycle, as well as full system testing prior to production deployment; and

4. Deploy: Preparation of the application for production deployment and use by users by October 1, 2025.

A. RESPONSIBILITIES OF SELLER AGENCY

- 1. Appoint a Point of Contact (POC) empowered with ensuring that Seller Agency meets its duties and responsibilities under this MOU;
- 2. Provide application development, basic instruction, and technical assistance services to ensure a successful production deployment;
- 3. Conduct requirements gathering/user journey mapping virtually and/or in-person at OANC;
- 4. Prepare a Requirement Specification and/or Product Backlog document that lists all features and needs identified to be part of the OANC CBA Search Portal;
- 5. If necessary, conduct meeting(s) with the OANC team to prioritize features as part of an overflow Product Backlog that would be part of a separate project that is not part of this MOU;
- 6. Conduct Scrum Meetings between OCTO and OANC;
- 7. Provide status updates on the progress of application development to OANC;
- 8. As part of Agile development, make the application available to OANC for review after each Sprint cycle;
- 9. As part of Agile project management, conduct OANC Stakeholder Sessions at the end of each Sprint cycle;
- 10. Provide full SQA (testing) services utilizing testers from OCTO's SQA program; and
- 11. Provide production deployment services to include the completion of a final Test Report; vulnerability scanning and any remediations deemed necessary, if security vulnerabilities are discovered; presentation of the application project before OCTO's Change Advisory Board (CAB) for review and approval; and final security protocols to make the application available to the DAC user community by October 1, 2025.

B. RESPONSIBILITIES OF BUYER AGENCY

The Buyer Agency shall:

- 1. Ensure all information provided to OCTO is consistent, current and relevant;
- 2. Designate a OANC staff member as the project's POC, who will be available to OCTO team members;
- 3. Appoint a Product Owner, a key position in Agile for the scope of this MOU, who shall be empowered by the OANC Executive Sponsor and: (a) holds a full-time role responsible for the overall shaping/creation, prioritization, and clarification of the Product Backlog (user stories, acceptance criteria, prioritization); and (b) owns the Product Backlog and the acceptance of build cycles;
- 4. Ensure Product Owners attend all Scrum Ceremonies and OANC program meetings scheduled between OANC and
- 5. Ensure OANC Scrum Team members will be available to attend all agreed to meetings scheduled between the OANC Product Owner and the OCTO Team;
- 6. Review and test the application when required as part of the Software Development Life Cycle (SDLC); and
- 7. Discuss with OCTO, prior to implementation, any significant or major changes sought after the initial requirements have been approved by the Parties, with the understanding that the decision to accept the proposed change(s) as part of the current development cycle or include the change(s) for future enhancements is within the discretion of OCTO based upon the complexity and breadth of the change (s).

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from Oct 01, 2024 (the "effective date") through Sep 30, 2025, unless early terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of four (4) of one-year [12 months] option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period at least [Sixty] (60) days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed \$18,500.00 for Fiscal Year 2025. The total cost of the goods and/or services is based on the Buyer and Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, based on the rates provided in the budget attached as Attachment A.]

B. PAYMENT

- 1. Within Thirty (30) days after this MOU is fully executed the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
- 2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

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 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 statues may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS

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

VIII. CONSISTENT WITH LAW

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

IX. COMPLIANCE AND MONITORING

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

X. RECORDS AND REPORTS

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

XI. TERMINATION

- A. Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

XII. NOTICES

The following individuals are the contact points for each Party:

OANC

Kent Boese

Executive Director

OANC

1350 Pennsylvania Ave

Phone: (202) 727-9945

Email: kent.boese@dc.gov

OCTO

Anup Sharma Program Manager 200 I ST SE, 5th Floor Washington, D.C. 20003 Phone: (202) 213-7130

Email: anup.sharma@dc.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Kent Boese and the Anup Sharma for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of **OANC** and **OCTO** for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties shall use, restrict, safeguard, and dispose of all information related to good and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

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

DISTRICT OF COLUMBIA ADVISORY NEIGHBORHOOD COMMISSION, District of Columbia

| Kent Boese | Date: | 12/9/2024 |
|--------------------|-------|-----------|
| Executive Director | | |

Office of the Chief Technology Officer, District of Columbia

| Stephen | LN | Miller | Date: | 1/6/2025 |
|---------|----|--------|-------|----------|
|---------|----|--------|-------|----------|

Chief Technology Officer Stephen N Miller

Kent Boese

Attachment A - Spend Plan

| | 710000000000000000000000000000000000000 | | |
|-----------------|---|--------------------------------------|--------------|
| Department | Description | Account Name | Split Amount |
| DEVOPS (500228) | | 7131036 - IT SOFTWARE MAINTENANCE | \$16650.00 |
| SQA (500227) | | 7131036 - IT SOFTWARE MAINTENANCE | \$1850.00 |
| | | Total Amount: | \$18,500.00 |



Interagency Standard Request Form (IASRF) Agreement (Completed by Awarding Agency after approval of MOU and Setup a Project, Budget & Award in DIFS)

| Agreeme | nt Title: OANC - Develop Comm | unity Benefit Agre | eement Portal | Agr | eement Numl | Der: TO0DX0-2025-02185 |
|---|--|---------------------|---|--|----------------------|-----------------------------------|
| | | | Buyer Contact | : | | |
| | Program Managen | nent | Agency | Budget | A | gency Accountant |
| Name: | Kent Boese | | | | | |
| Phone: | (202) 727-9945 | | | | | |
| Buyer Ag | ency: DISTRICT OF COLUMBIA ADVISOR | Y NEIGHBORHOOD CO | MMISSION Sign | ature: | | Date: |
| | | | Seller Contact | t | | |
| | Program Managen | nent | Agency | Budget | A | gency Accountant |
| Name: | Anup Sharma | | | | | |
| Phone: | (202) 741 5841 | | | | | |
| ieller Ag | ency: DISTRICT OF COLUMBIA OFFICE O | F THE CHIEF TECHNOL | OGY OFFICER Signa | iture: | | Date: |
| | Description | Attrib | outes | Attribu (additional if | | Attributes (additional if needed) |
| Seller Ag | gency Code and Name | DISTRICT OF CO | DLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER - OCTO - TOO | | | |
| Buyer Agency Code and Name DISTRICT OF CO | | | OLUMBIA ADVISORY NEIGHBORHOOD COMMISSION - ANC - DX0 | | | |
| Service I | Period | 10/01/2024-09, | 9/30/2025 | | | |
| | Scope of Services or Conditions d (Y or N) | | | | | |
| Extensio | n Amount (Y or N) | | | | | |
| Services Center | GL –Buyers Program & Cost | | | | | |
| Buyers F | und | | | | | |
| Buyer Pr | roject # – Assigned to Seller | | | | | |
| Project N | Name | | | | | |
| | PATEO (Project, Award, Task, Type, Organization) | | | | | |
| Funding | Amount Agreed Upon | \$18,500.00 | | | | |
| - | ate 10/2/20; Rev. 8/2022 cy Standard Agreement v1 | | District Integrated I | Financial System District of Columbia O | ffice of The Chief F | inancial Officer |

eMOU Approval History

1/26/2025 12:39:30 PM

TO0DX0-2025-02185

| Step Name | Name | Status Name | Status Date | Comments |
|--|-----------------------|----------------|-----------------------|--------------------|
| MOU Author Review | Juan Easley (OCTO) | Approved | 12/6/2024 10:12:42 AM | |
| OCTO Program Manager Review | Anup Sharma (OCTO) | Approved | 12/6/2024 4:34:15 PM | |
| OCTO General Counsel Review | Philip Reisen (OCTO) | Approved | 12/9/2024 9:53:20 AM | |
| OCTO Executives Review | Carol Harrison (OCTO) | Approved | 12/9/2024 9:58:55 AM | |
| Buyer Agency Final Review of MOU | Kent Boese (ANC) | Approved | 12/9/2024 1:51:23 PM | I approve this MOU |
| MOU Signature - Buyer Agency | Kent Boese (ANC) | Signed | 12/9/2024 1:51:53 PM | |
| MOU Signature - OCTO | Stephen Miller (OCTO) | Signed | 1/6/2025 1:55:37 PM | |

Attachment Question 37

Fiscal Year 2024 Annual Report of the Office of Advisory Neighborhood Commissions

January 8, 2025

A report by the Office of Advisory Neighborhood Commissions



Some of the many great neighborhoods served by Advisory Neighborhood Commissions



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Background

The Office of Advisory Neighborhood Commissions (OANC) was established to provide technical, administrative, and financial reporting assistance to the Advisory Neighborhood Commissions (ANCs). Subject to appropriations beginning in Fiscal Year 2001, the OANC shall be funded by an annual budget allocation. The OANC is intended to support the efforts of Advisory Neighborhood Commissions, review Commission quarterly financial reports, and approve or disapprove the release of Commission quarterly allotments pursuant to District of Columbia Official Code § 1-309.13.1

Annual Allotments for ANCs

The amount approved in the budget by the Mayor and Council in FY 2024 for Advisory Neighborhood Commissions was unchanged from FY 2023 and totaled \$915,688. This funding was distributed equitably across ANCs on a per capita basis. The per capita funding provided to ANCs in FY24 was \$1.327 per District resident based on the 2020 census. (*See* Appendix A for ANC Allotment Schedule).

Quarterly Financial Reports

ANCs' Quarterly Financial Reports (QFRs) are reviewed by the OANC, which then advises the Office of the Chief Financial Officer (OCFO) whether to release each particular ANC's allotment or withhold some or all of it. The OANC will recommend that the OCFO withhold a portion of an ANC's allocation if the Commission has spent money for something that is not allowed (e.g. a committee luncheon) or is not in accordance with the procedures for spending money (e.g. the expenditure is not recorded in the minutes, or the check does not have two signatures). It is the OCFO that makes the quarterly allotments to the ANCs.

The OANC reviews 184 QFRs each year for the 46 total ANCs. Following receipt of QFRs, the OANC reviews each Commission's approved budget, meeting minutes, grant paperwork, receipts, and any other paperwork to verify compliance with applicable legal requirements.

¹ See D.C. Official Code § 1-309.15(a)

The OANC uses the following dates to determine when a report is considered late:

| QFR Quarter | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 |
|-------------|-----------|-----------|-----------|-----------|
| Due to the | 15 Feb | 15 May | 15 Aug | 15 Nov |
| OANC by: | | | | |

The OANC submits allotment release memos to the OCFO recommending the release or withholding of ANC funds based on the QFR review. Beginning in the third quarter of FY24, the OANC implemented the following schedule setting internal deadlines for the distribution of allotment memos to both ANCs and the OCFO:

| ANC Quarterly Financial Report & OANC Allotment Release Memo Schedule | | | | | |
|---|------------------|---------------------|------------------|--|--|
| QFR Quarter | Due Date to OANC | Release Memo | Due Date to OCFO | | |
| Quarter 1 | 15-Feb | Quarter 3 Allotment | 15-May | | |
| Quarter 2 | 15-May | Quarter 4 Allotment | 15-Aug | | |
| Quarter 3 | 15-Aug | Quarter 1 Allotment | 15-Nov | | |
| Quarter 4 | 15-Nov | Quarter 2 Allotment | 15-Feb | | |

A review of the OANC's internal practices in FY24 for submitting release memos to the Office of Finance and Resource Management (OFRM) showed that only 33, or 17.93%, of the Allotment Release Memos transmitted to OFRM were in compliance with the new standard established in May 2024. The OANC expects release memos to be in compliance with the standard in FY25.

Known Issues with ANC Submissions

In addition to the issues documented below related to the ANC Security Fund and ANC Grants, it is noted that the timely approval and transmission of meeting minutes delayed and/or resulted in the withholding of ANC Funds.

As a result, the OANC issued and distributed guidance on minutes versus transcripts to all ANCs in June 2024.

ANC Grants

The OANC has made significant progress in bringing ANC grantmaking into legal compliance and making the process routine and predictable. The Official Code of the District of Columbia states in part that:

An applicant for a grant shall submit an application in writing to the Commission *and to the OANC*. The application shall be in the form of a

template designed by the OANC (emphasis added).2

The OANC significantly improved the ANC grant process by issuing Grant Guidance in October 2023 and an ANC Grant form and instructions in July 2023. Both documents were updated in mid-2024 following approval of the FY 2025 Budget Support Emergency Act of 2024 (BSA).³ The OANC communicated to the ANCs that grant applications must also be submitted to the OANC in addition to the ANC, and language to this effect is included in the grant application form. With this change, the OANC began proactively reviewing grant applications for financial compliance starting in September 2023. In FY24, the OANC reviewed 52 grants. 44 were in advance of ANC approval. 15 were denied as an impermissible expense, mostly in the earlier part of the fiscal year. All FY24 grants submitted to the OANC by July or later were reviewed and approved. When the OANC received grant application submissions in conjunction with submission to the ANC, it became possible for the OANC to work with the applicant to ensure all expenses were permissible and that the application was complete.

While funds have been withheld for a small number of these grants due to missing paperwork, no funds were withheld due to expenditures for non-permissible uses, which represents a significant improvement from past practice.

ANC Security Fund

In FY24, funds totaling \$48,855 were withheld from nine (9) ANCs due to expenditures made without an approved Security Fund on file with the Office of the District of Columbia Auditor (ODCA).

Prior to July 8, 2024, the applicable date of a significant change in the law made regarding the Security Fund program, the D.C. Official Code had provided that "[n]o expenditure shall be made by a Commission . . . at any time when a current and accurate statement and bond or its equivalent are not on file with the Auditor." The law had also previously provided regarding ANCs (which are required to select their officers, including treasurer, in January) that "within 30 days of assuming the office of treasurer or within 30 days of any change in the requested information" the Commission's treasurer was required to update that individual's information on a form provided by ODCA. While the law clearly still states in part that "[e]ach Advisory Neighborhood Commission may become a participant of the Fund upon payment to the Fund of an annual contribution at the beginning of the fiscal year," the January officer election requirement resulted in the Auditor's Office operating the Security Fund on a calendar year cycle rather than the required fiscal year period. As a result, ANCs needed to be fully compliant in both the 2023 and 2024 Security Fund programs

² See D.C. Official Code § 1-309.13(m)(2).

³ See D.C. Act 25-506, (effective July 15, 2024). (Temporary and permanent versions of this act were also subsequently enacted).

⁴ See D.C. Official Code § 1–309.14(b).

to receive their full FY24 allotments.

During 2023, the Auditor's Office received their first Security Fund application on January 18, 2023, and their last application on May 2, 2023. Two ANCs were not approved in FY23. The average length of time needed to review and approve an application was 48.4 days.

During 2024, the Auditor's Office received their first Security Fund application on January 17, 2024. As of July 8, 2024, five (5) ANCs had not submitted applications, and ten (10) ANCs had not been approved. As of October 18, 2024, forty-two (42) ANCs had been approved for the Security Fund. The average length of time needed to review and approve an application was 45.5 days.

The reasons for the six (6) ANCs not being approved for the Security Fund in FY23 and FY24 are as follows:

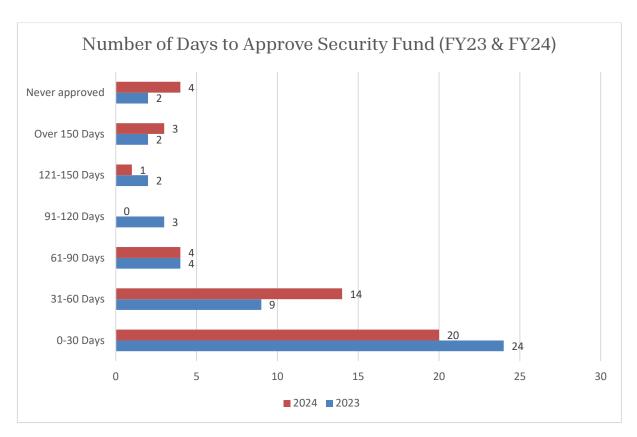
- Missing bank signature card⁵ (3);
- Security Fund application no submitted (2); and,
- New \$50 check needed due to review process exceeding 6 months (original check was stale)

With the passage of the BSA, the penalty for expending funds without an approved bond ceased to exist after July 8, 2024.

The chart below shows the number of days required for approval of the security fund once submitted to the Office of the Auditor:

Fiscal Year 2024 Annual Report of the Office of Advisory Neighborhood Commissions

⁵ D.C. Official Code § 1–309.14(b) did not list a signature card as a required document needed for approval to participate in the Security Fund. § 1–309.13(e), however, does state that "[t]he Auditor shall have access to the books and records of each Commission . . . ", including signature cards.



The chart below shows the funds withheld from each ANC by quarter due to expending funds without an approved Security Fund:

| | Q1 | Q2 | Q3 | Q4 | |
|-------|------------|------------|------------|------------|-------------|
| | Allotment | Allotment | Allotment | Allotment | Totals |
| ANC1C | \$1,702.95 | \$2,320.00 | \$5,819.90 | \$0 | \$9,842.85 |
| ANC6A | \$0 | \$0 | \$0 | \$3,420.86 | \$3,420.86 |
| ANC7B | \$1,803.37 | \$3,609.38 | \$531.74 | \$2,203 | \$8,147.14 |
| ANC7E | \$0 | \$0 | \$0 | \$9,053.58 | \$9,053.58 |
| ANC7F | \$0 | \$0 | \$0 | \$5,274.35 | \$5,274.35 |
| ANC8A | \$0 | \$0 | \$0 | \$4,743.17 | \$4,743.17 |
| ANC8B | \$0 | \$0 | \$0 | \$4,115.31 | \$4,115.31 |
| ANC8C | \$0 | \$0 | \$0 | \$597.94 | \$597.94 |
| ANC8F | \$0 | \$0 | \$0 | \$3,659.82 | \$3,659.82 |
| | | | | | \$48,855.02 |

Technical Support and Assistance Fund

The Advisory Neighborhood Commissions Technical Support and Assistance Fund (Fund) was established as a non-lapsing special fund upon the enactment of D.C. Law 23-149, which became effective in December 2020. The resulting statute is located in § 1-309.13a of the D.C. Official Code. The Fund captures amounts

forfeited by Advisory Neighborhood Commissions (ANCs) from their annual allocations and may be supplemented by such amounts as may be appropriated to the Fund. The Fund is administered by the Office of Advisory Neighborhood Commissions (OANC) and is subject to such limitations or prioritization as established by the OANC due to limitation of funding. The OANC continues to encourage Commissions to apply for monies from the Fund as needed and appropriate.

The Fund was established in FY 2021 with the deposit of \$160,000 in non-lapsing funds. The Fund also captured \$51,061.43 in FY 2020 funds allocated to Commissions that were not collected during the fiscal year, creating an initial balance of \$211,061.43. The Fund is replenished each year by funds not collected by ANCs at the close of each fiscal year.

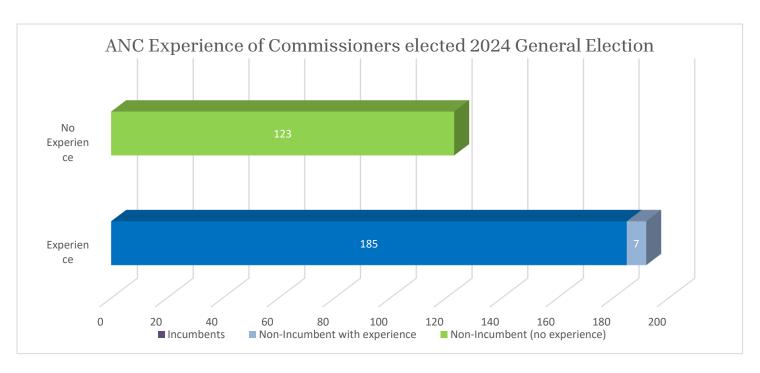
| Fund balance at end of FY23 |
|---|
| Approved Assistance Expenditures in FY24 ANC6/8F – camera for remote meetings |
| Approved Expert Expenditures in FY24 • ANC4D – noise monitoring for ABCA case |
| Funds used to Support ANC Shared Services in FY24 • Zoom licenses |
| Total Funds used in FY24 |
| Fund balance at the end of FY24\$222,778.73 |
| Funds not collected by ANCs in FY24 to be added to the Fund in FY25 $$. \$113,410.24 |
| Total Fund balance at the beginning of FY25 \$336,188.97 |

Commissioner Retention

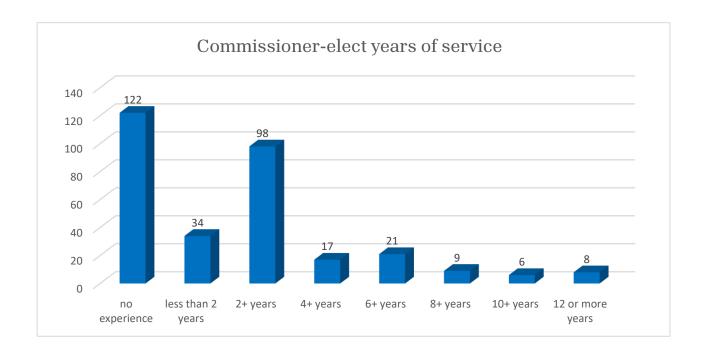
Commissioners serve two-year terms. Their service is not compensated. While many Commissioners serve for a number of years, others serve for a single term or less than a term, resulting in the need to fill mid-term vacancies. In the 2024 general election, thirty (30) ANC races resulted in no winner, thereby requiring special elections to fill these vacancies (see section below).

While more information is needed to fully understand the full range of factors that result in a Commissioner's decision to run for re-election or end their ANC service, the 2024 election results show a clear increase over the 2022 election in the number of experienced candidates choosing to return to ANC service.

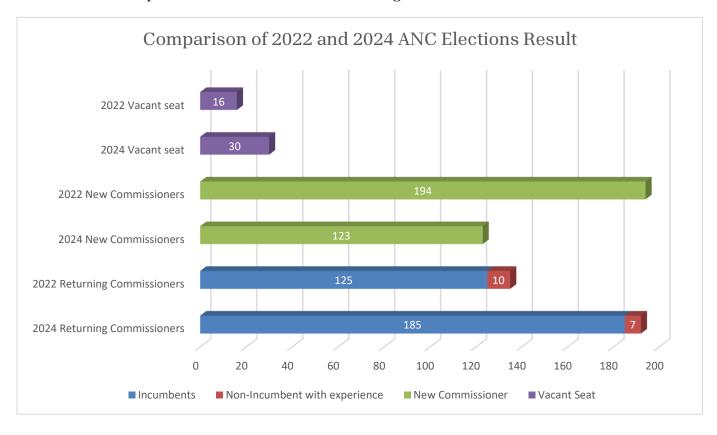
In 2024, of the 315 candidates elected to be an Advisory Neighborhood Commissioner in the general election, 185 were incumbents and an additional seven (7) had prior ANC service, resulting in 192, or 60.95%, of the elected Commissioners having prior experience.



In reviewing the length of service for Commissioners returning in 2025, it is also worth noting that 133, or 68.4%, of the Commissioners choosing to return have just completed their first term.



A comparison of election results from 2022 to 2024 indicates that 57, or 16.5%, more-experienced candidates ran and were elected to office in 2024 than in 2022. The significant increase in Commissioner retention also indicates an increase in the retention of experience and institutional knowledge within ANCs.

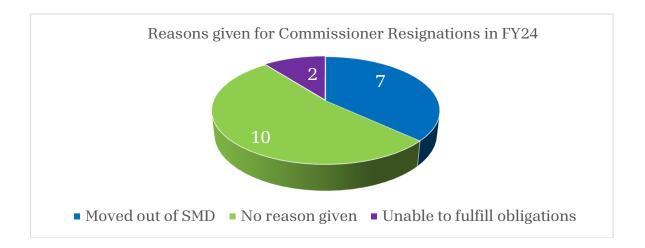


ANC Vacancies and Special Elections

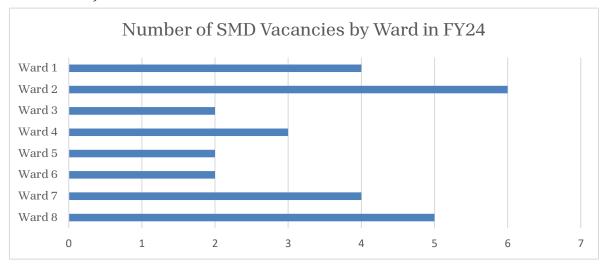
When a Commissioner resigns from their Single Member District (SMD), the District of Columbia Board of Elections (Board) officially declares the seat vacant by publishing notice of the vacancy in the *District of Columbia Register*. Within 90 days after the Board declares a vacancy, the members of the Advisory Neighborhood Commission where the vacancy exists shall fill the vacancy with a special election when the Board has certified multiple qualifying candidates. When only one candidate qualifies, the Board deems the candidate to have been elected and certifies them as the new Commissioner.

Per 3 DCMR § 1303.1, the Board of Elections cannot post notices to fill vacancies when they occur within six (6) months of a general election. SMD vacancies occurring during this period remain vacant for the remainder of the term. During FY24, four vacant SMDs carried over from FY23 with 19 additional SMDs becoming vacant, for a total of 23 vacant SMDs. During this same period, 18 vacant SMDs were filled, leaving five vacant SMDs. Of these four (4) were vacant in FY23 and remained vacant through the end of 2024.

Details



Vacancies by Ward



(Vacancies from October 1, 2023, to September 30, 2024)

ANC Community Benefit Agreements and MOUs

In February 2024, the OANC hired attorney Andrew Gerst to fill the new position of land use attorney. The position was created so that the OANC could fully implement the Advisory Neighborhood Commissions Participation in Planning Amendment Act of 2019 (Act), which requires the OANC to provide counseling, advice, resources, and staff support to ANCs to address zoning, development, and planned unit development negotiations.⁶

Among the duties assigned to the OANC as part of the Act is the collection of Community Benefit Agreements (CBAs) to help improve public access to ANC negotiated agreements. During FY24, the OANC began the process of collecting CBAs and Memoranda of Understanding (MOUs) to provide access to them via a link on the OANC Website. The OANC also began to collect copies of Alcoholic Beverage and Cannabis Administration (ABCA) Settlement Agreements related to both alcohol and cannabis establishments as part of this effort, since access to them is also valuable.

In FY24, the OANC collected 125 agreements in the following areas:

| • | CBAs and MOUs | 28 |
|---|--------------------------|----|
| • | ABCA Alcohol Agreements | 64 |
| • | ABCA Cannabis Agreements | 33 |

By proceeding proactively, the OANC entered into an agreement with OCTO to develop a searchable database of ANC agreements by type, agency, and party, as

⁶ See D.C. Law 23-198, (effective March 16, 2021).

OANC anticipates the number of agreements to continue to grow. Deployment of this database will be reflected in a future report.

Commissioner Training

The OANC updated its *Guidance on Financial Policies and Procedures* in February 2024 and hosted a training for ANC Chairpersons and Treasurers related to financial duties and responsibilities based on the document. The training was held on February 24, 2024, and was set up as a hybrid training for ANC Chairs and Treasurers, with in-person attendance located at MLK, Jr. Library.

On June 3, 2024, the OANC hired its first dedicated training specialist, Erik Meltzer. With this position filled, the Office began to explore investment in a Learning Management System (LMS) to enhance the Commissioner training experience.

Concurrently, Mr. Meltzer began producing orientation videos to expand training and information content for ANCs. In FY24, the following recordings were distributed to Commissioners and added to the OANC website:

- GovDelivery Bulletin Creation Tutorial
- Creating Out of Office Email Replies
- Hybrid Zoom Meeting Equipment Setup
- · Creating a Budget in the QFR Portal
- How to Take Effective Meeting Minutes: A Walkthrough of ANC Meetings
- Navigating the QFR Portal
- Saving QFRs As PDFs & Merging PDF Files

In the summer of 2024, the OANC began its review of the *ANC Handbook* and developed a new supplementary publication for Commissioners, *The Pocket Guide for District of Columbia Advisory Neighborhood Commissions*, to be distributed to all Commissioners following the start of their 2025 term.

OANC Strategic Plan

The OANC issued a draft of its inaugural strategic plan on January 4, 2024, and made it available on its website for public review. The OANC then issued an open call for comments on the plan through February 15, 2024. To accommodate the ANCs, the deadline for comments was extended until the end of March.

Eight (8) ANCs, or 17.4%, formally submitted detailed comments, with additional comments received informally via email. Based on the feedback, the OANC

decided to move the plan toward completion in collaboration with a representative group of Commissioners across the District. To facilitate this collaboration, the OANC established an Advisory Board that first met in the first quarter of FY25. In collaboration with the Board, the OANC is moving forward to update and finalize the strategic plan by the end of 2025.

From the outset, the strategic plan was intended to be a living document, with areas identified for additional study and consideration. Fiscal management and shared services are two areas being explored in more detail for inclusion in the plan.

Fiscal Management Working Group

The OANC formed a Fiscal Management Working Group in September 2024 composed of James Turner (Commissioner, 1A09) as Chairperson; Chuck Elkins (Commissioner, 3D01); Edward Borrego (Commissioner, 5B01); and Jeremiah Montague, Jr. (former 5C07 Commissioner). The Working Group reviewed current ANC operations, OANC guidance, and systems related to ANC treasurers' duties and fiscal management. The group is encouraged to recommend short-term and long-term service and training improvements to the OANC. The Working Group's first report to the OANC was received in December 2024.

Impact on Shared Services

The OANC's understanding and vision of the ANC shared services landscape continues to expand through our work with the fiscal management working group and website project. These efforts have resulted in centralized services which were not previously considered, including ANC Box Sign accounts and customizable ANC news aggregation for each Commission.

The OANC Strategic Plan sets out both short- and long-term goals and objectives related to services provided by the Office. The plan encompasses objectives to improve the OANC's internal operations as well as services and programs designed to support the operations of Advisory Neighborhood Commissions. It does this by focusing on services and needs identified through an internal review by the OANC, input from Advisory Neighborhood Commissions, the OANC Advisory Board, and individual Commissioners.

Shared Services

In FY23, the OANC began looking for opportunities to centralize investment and support into shared services for ANCs. This resulted in a shared printer, hybrid meeting technology, and the OANC initiating the process of rebuilding the OANC

and ANC's websites.

ANC Printer/Copier

On June 7, 2023, the OANC installed a Sharp BP-50C65 printer/copier in the John A. Wilson Building for use by Advisory Neighborhood Commissioners. The printer is located in the public area outside the OANC office and is accessible to ANCs 24/7. The OANC bears the costs of the printer/copier at no charge to ANCs. FY24 was the first full year of service available to ANCs.

During FY24, OANC expenses for printer toner and paper were as follows:

During FY24, Commissioners printed 12,044 black and white copies, and 52,173 color copies, for a total of 64,217 copies. Using the above data, the associated costs for the paper and toner break down as follows:

| Type of printing | Quantity | Estimated |
|------------------|----------|------------|
| | | cost |
| Black and White | | |
| printing | 12,044 | \$929.50 |
| Color printing | 52,173 | \$5,928.88 |
| Total estimated | | |
| costs | | \$6,858.38 |

In FY24, eighteen (18) of the District's 46 ANCs, or 39.13%, used the printer. The Commissions which benefitted were located in *every* ward of the city, specifically Wards 1, 2, 3, 4, 5, 6, 7, and 8.

Hybrid Meeting Technology and Support

Hybrid meeting technology became available at the beginning of FY24. Since October 2024, a total of 88 hybrid ANC meetings have been supported by OANC technology and staff. Hybrid kits were deployed at the Chevy Chase Community Center, the Mount Pleasant Library, the RISE Center and the MLK Jr. Library, with additional locations selected for FY25. ANCs 1D, 2C, and 3/4G have been using the kits monthly, with no extra support provided by the OANC. Other ANCs require

OANC staff to be onsite to set up and operate the equipment.

The list of ANCs using the OANC hybrid technology from October 2023 through September 2024 is as follows:

| • | ANC1A (began hybrid meetings in September 2024) | 1 |
|---|---|----|
| • | ANC1B (October 2023, April and June 2024) | 3 |
| • | ANC1D (monthly starting October 2023) | 10 |
| • | ANC2C (monthly starting October 2023) | 12 |
| • | ANC3/4G (starting November 2023) | 22 |
| • | ANC4A (January to April 2024) | 4 |
| • | ANC4C (monthly starting October 2023) | 13 |
| • | ANC4D (monthly starting October 2023) | 10 |
| • | ANC4E (monthly starting January 2024) | 9 |
| • | ANC5D (October 2023) | 1 |
| • | ANC5E (July 2024) | 1 |
| • | ANC7F (September 2024) | 1 |
| • | ANC8D (May 2024) | 1 |

Zoom Meeting Technology

Beginning in the first quarter of FY24, the OANC began working with the Office of the Chief Technology Officer (OCTO) and Zoom to roll out Zoom enterprise licenses for each of the 46 ANCs. Among the advantages of a centralized enterprise license are unlimited cloud storage for recordings and enhanced technical support. The OANC chose to link existing accounts to the enterprise solution to preserve existing recordings and settings. This required coordination with each ANC to standardize account usernames, provide instructions for logging in to the accounts and preserve settings.

By the close of FY24, the OANC had successfully provided Zoom accounts to 37 of the 46 ANCs. Six (6) additional ANCs were provisioned in the first quarter of FY25, for a total of 44 ANCs being supported centrally. The two remaining ANCs – 1A and 5D – have not been linked due to outstanding technical issues being addressed by Zoom.

New Websites

In the summer of 2023, the OANC entered into an agreement with OCTO to build new websites for the OANC and each of the ANCs. Following delays associated with OCTO's decision to upgrade to the latest version of Drupal, work began in earnest in the late spring of 2024. The OANC expects a new website in early 2025 and for work to begin on building ANC websites in the second quarter of FY25.

QFR Portal

The OANC used FY24 to review and test its new QFR portal. Commissioners use the portal to record expenditures, submit supporting documents, and create quarterly financial reports. Additional enhancements and updates are scheduled for FY25 to improve its functionality.

Conclusion

The FY 2024 Annual Report documents actions implemented by the OANC to make fiscal practices reliable and predictable in the future, including more reliable distribution of release memos and advance review of ANC grant applications. The report also documents known issues with the ANC Security Fund and the impact of that program on ANC expenditures. The operation of the Technical Support and Assistance Fund is also reported in more detail than in previous efforts.

General data from the 2022 and 2024 general elections is included in this report to provide better context for understanding ANC retention and its impact on training and basic support provided by the OANC. The review shows a marked improvement of 16.5% in overall retention of experienced Commissioners from the previous election results.

Finally, the report documents the OANC's progress in implementing and expanding shared services to ANCs, with more detailed reporting to be included in future annual reports.

Appendices

Appendix A

ANC Allocations for FY 2024

ANC Allocations for FY 2024

| ANC | Pop23 | Percent | FY24 QUARTERLY ALLOTMENTS | | | | |
|--------|---------|---------|---------------------------|--------------|--------------|--------------|--------------|
| | | | Q1 | Q2 | Q3 | Q4 | FY2024 |
| 1A | 20,502 | 2.97% | \$6,806.45 | \$6,806.45 | \$6,806.45 | \$6,806.45 | \$27,225.80 |
| 1B | 18,790 | 2.72% | \$6,238.09 | \$6,238.09 | \$6,238.09 | \$6,238.09 | \$24,952.36 |
| 1C | 17,563 | 2.55% | \$5,830.74 | \$5,830.74 | \$5,830.74 | \$5,830.74 | \$23,322.96 |
| 1D | 14,318 | 2.08% | \$4,753.43 | \$4,753.43 | \$4,753.43 | \$4,753.44 | \$19,013.74 |
| 1E | 14,112 | 2.05% | \$4,685.04 | \$4,685.04 | \$4,685.04 | \$4,685.05 | \$18,740.18 |
| 2A | 18,658 | 2.71% | \$6,194.27 | \$6,194.27 | \$6,194.27 | \$6,194.26 | \$24,777.06 |
| 2B | 18,477 | 2.68% | \$6,134.18 | \$6,134.18 | \$6,134.18 | \$6,134.17 | \$24,536.71 |
| 2C | 6,841 | 0.99% | \$2,271.14 | \$2,271.14 | \$2,271.14 | \$2,271.15 | \$9,084.58 |
| 2D | 2,829 | 0.41% | \$939.20 | \$939.20 | \$939.20 | \$939.20 | \$3,756.80 |
| 2E | 15,676 | 2.27% | \$5,204.27 | \$5,204.27 | \$5,204.27 | \$5,204.29 | \$20,817.11 |
| 2F | 14,921 | 2.16% | \$4,953.62 | \$4,953.62 | \$4,953.62 | \$4,953.63 | \$19,814.50 |
| 2G | 12,083 | 1.75% | \$4,011.43 | \$4,011.43 | \$4,011.43 | \$4,011.45 | \$16,045.75 |
| 3A | 9,958 | 1.44% | \$3,305.96 | \$3,305.96 | \$3,305.96 | \$3,305.94 | \$13,223.81 |
| 3B | 12,004 | 1.74% | \$3,985.21 | \$3,985.21 | \$3,985.21 | \$3,985.20 | \$15,940.82 |
| 3C | 15,778 | 2.29% | \$5,238.14 | \$5,238.14 | \$5,238.14 | \$5,238.13 | \$20,952.54 |
| 3D | 13,472 | 1.95% | \$4,472.57 | \$4,472.57 | \$4,472.57 | \$4,472.56 | \$17,890.27 |
| 3E | 15,431 | 2.24% | \$5,122.94 | \$5,122.94 | \$5,122.94 | \$5,122.93 | \$20,491.74 |
| 3F | 12,449 | 1.81% | \$4,132.94 | \$4,132.94 | \$4,132.94 | \$4,132.95 | \$16,531.78 |
| 3/4G | 14,563 | 2.11% | \$4,834.77 | \$4,834.77 | \$4,834.77 | \$4,834.77 | \$19,339.08 |
| 4A | 14,217 | 2.06% | \$4,719.90 | \$4,719.90 | \$4,719.90 | \$4,719.90 | \$18,879.60 |
| 4B | 20,315 | 2.95% | \$6,744.38 | \$6,744.38 | \$6,744.38 | \$6,744.36 | \$26,977.49 |
| 4C | 13,962 | 2.02% | \$4,635.24 | \$4,635.24 | \$4,635.24 | \$4,635.25 | \$18,540.98 |
| 4D | 15,957 | 2.31% | \$5,297.56 | \$5,297.56 | \$5,297.56 | \$5,297.56 | \$21,190.25 |
| 4E | 11,855 | 1.72% | \$3,935.74 | \$3,935.74 | \$3,935.74 | \$3,935.74 | \$15,742.96 |
| 5A | 17,557 | 2.55% | \$5,828.75 | \$5,828.75 | \$5,828.75 | \$5,828.74 | \$23,314.98 |
| 5B | 14,009 | 2.03% | \$4,650.85 | \$4,650.85 | \$4,650.85 | \$4,650.84 | \$18,603.38 |
| 5C | 14,602 | 2.12% | \$4,847.72 | \$4,847.72 | \$4,847.72 | \$4,847.71 | \$19,390.86 |
| 5D | 17,058 | 2.47% | \$5,663.08 | \$5,663.08 | \$5,663.08 | \$5,663.10 | \$22,652.35 |
| 5E | 12,225 | 1.77% | \$4,058.58 | \$4,058.58 | \$4,058.58 | \$4,058.57 | \$16,234.30 |
| 5F | 14,166 | 2.05% | \$4,702.97 | \$4,702.97 | \$4,702.97 | \$4,702.97 | \$18,811.88 |
| 6A | 13,931 | 2.02% | \$4,624.95 | \$4,624.95 | \$4,624.95 | \$4,624.96 | \$18,499.82 |
| 6B | 18,239 | 2.65% | \$6,055.16 | \$6,055.16 | \$6,055.16 | \$6,055.16 | \$24,220.65 |
| 6C | 14,444 | 2.09% | \$4,795.26 | \$4,795.26 | \$4,795.26 | \$4,795.27 | \$19,181.06 |
| 6D | 16,459 | 2.39% | \$5,464.22 | \$5,464.22 | \$5,464.22 | \$5,464.23 | \$21,856.90 |
| 6E | 16,902 | 2.45% | \$5,611.29 | \$5,611.29 | \$5,611.29 | \$5,611.31 | \$22,445.19 |
| 7B | 17,479 | 2.53% | \$5,802.85 | \$5,802.85 | \$5,802.85 | \$5,802.86 | \$23,211.42 |
| 7C | 19,012 | 2.76% | \$6,311.79 | \$6,311.79 | \$6,311.79 | \$6,311.79 | \$25,247.17 |
| 7D | 19,672 | 2.85% | \$6,530.91 | \$6,530.91 | \$6,530.91 | \$6,530.89 | \$26,123.61 |
| 7E | 13,635 | 1.98% | \$4,526.68 | \$4,526.68 | \$4,526.68 | \$4,526.69 | \$18,106.74 |
| 7F | 15,887 | 2.30% | \$5,274.32 | \$5,274.32 | \$5,274.32 | \$5,274.34 | \$21,097.31 |
| 8A | 14,287 | 2.07% | \$4,743.14 | \$4,743.14 | \$4,743.14 | \$4,743.14 | \$18,972.56 |
| 8B | 13,790 | 2.00% | \$4,578.14 | \$4,578.14 | \$4,578.14 | \$4,578.14 | \$18,312.56 |
| 8C | 16,073 | 2.33% | \$5,336.07 | \$5,336.07 | \$5,336.07 | \$5,336.09 | \$21,344.31 |
| 8D | 16,330 | 2.37% | \$5,421.40 | \$5,421.40 | \$5,421.40 | \$5,421.38 | \$21,685.57 |
| 8E | 18,033 | 2.62% | \$5,986.77 | \$5,986.77 | \$5,986.77 | \$5,986.78 | \$23,947.10 |
| 6/8F | 11,024 | 1.60% | \$3,659.86 | \$3,659.86 | \$3,659.86 | \$3,659.85 | \$14,639.42 |
| Totals | 689,545 | | \$228,921.99 | \$228,921.99 | \$228,921.99 | \$228,922.02 | \$915,688.00 |

Appendix B

Allocation of the \$915,688 FY 2024 ANC Allotments and Amounts Withheld

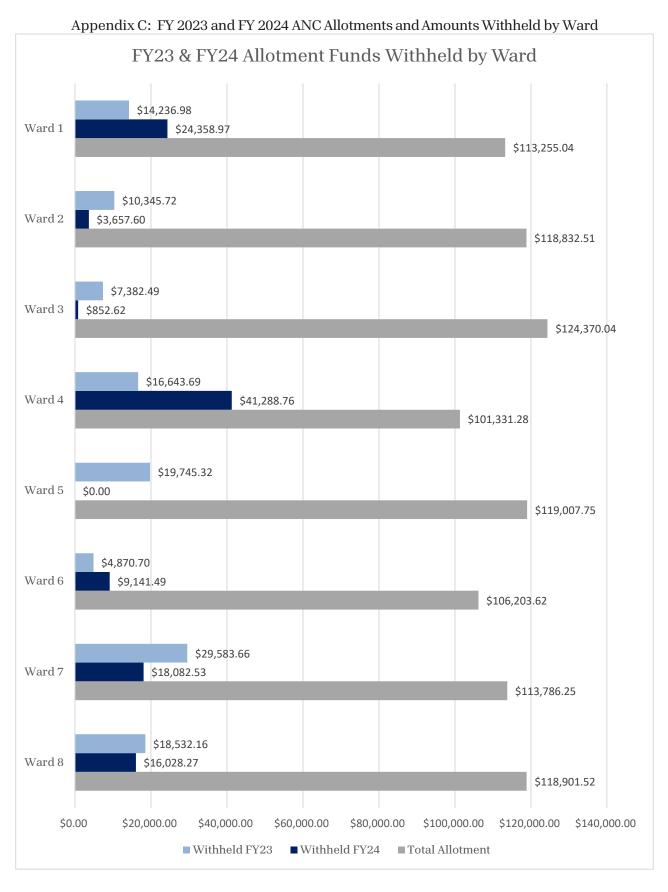
Appendix B: Allocation of the \$915,688 FY 2024 ANC Allotments and Amounts Withheld

| ANC | FY 2024 Allotments | Percentage of Total Allotments | Amount Withheld From Allotment ¹ | Percentage of Total Allotments Withheld |
|--------------|---------------------------------------|--------------------------------|--|--|
| 1A | \$27,225.80 | 2.97% | \$7,200.00 | 26.45% |
| 1B | \$24,952.36 | 2.72% | \$5,816.12 | 23.31% |
| 1C | \$23,322.96 | 2.55% | \$9,842.85 | 42.2% |
| 1D | \$19,013.74 | 2.08% | \$1,000.00 | 5.26% |
| 1E | \$18,740.18 | 2.05% | \$500.00 | 2.67% |
| Ward 1 Total | \$113,255.04 | 12.37% | \$24,358.97 | 21.51% |
| 2A | \$24.777.06 | 2.7% | \$0.00 | 0% |
| 2B | \$24,536.71 | 2.68% | \$0.00 | 0% |
| 2C | \$9,084.58 | 0.99% | \$0.00 | 0% |
| 2D | \$3,756.80 | 0.41% | \$0.00 | 0% |
| 2E | \$20,817.11 | 2.27% | \$0.00 | 0% |
| 2F | \$19,814.50 | 2.16% | \$0.00 | 0% |
| 2G | \$16,045.75 | 1.75% | \$3,647.60 | 22.73% |
| Ward 2 Total | \$118,832.51 | 12.97% | \$3,657.60 | 3.07% |
| 3A | \$13,223.81 | 1.44% | \$0.00 | 0% |
| 3B | · | 1.74% | \$0.00 | 0% |
| 3C | \$15,940.82 \$20,952.54 | 2.29% | \$0.00 | 0% |
| 3D | \$20,952.54 | 1.95% | \$0.00 | 0% |
| 3E | · · · · · · · · · · · · · · · · · · · | 2.24% | \$0.00 | |
| 3F | \$20,491.74 | | | |
| | \$16,531.78 | 1.8% | \$852.62 | 5.16% |
| 3/4G | \$19,339.08 | 2.11% | \$0.00 | 0% |
| Ward 3 Total | \$124,370.04 | 13.58% | \$852.62 | 0.69% |
| 4A | \$18,879.60 | 2.06% | \$9,157.78 | 48.51% |
| 4B | \$26,977.49 | 2.95% | \$10,090.00 | 37.4% |
| 4C | \$18,540.98 | 2.02% | \$18,540.98 | 100% |
| 4D | \$21,190.25 | 2.31% | \$3,500.00 | 16.52% |
| 4E | \$15,742.96 | 1.72% | \$0.00 | 0% |
| Ward 4 Total | \$101,331.28 | 11.06% | \$41,288.76 | 40.75% |
| 5A | \$23,314.98 | 2.55% | \$0.00 | 0% |
| 5B | \$18,603.38 | 2.03% | \$0.00 | 0% |
| 5C | \$19,390.86 | 2.12% | \$0.00 | 0% |
| 5D | \$22,652.35 | 2.47% | \$0.00 | 0% |
| 5E | \$16,234.30 | 1.77% | \$0.00 | 0% |
| 5F | \$18,811.88 | 2.05% | \$0.00 | 0% |
| Ward 5 Total | \$119,007.75 | 13% | \$0.00 | 0% |
| 6A | \$18,499.82 | 2.02% | \$3,420.86 | 18.49% |
| 6B | \$24,220.65 | 2.65% | \$0.00 | 0% |
| 6C | \$19,181.06 | 2.09% | \$5,720.63 | 29.82% |
| 6D | \$21,856.90 | 2.39% | \$0.00 | 0% |
| 6E | \$22,445.19 | 2.45% | \$0.00 | 0% |
| Ward 6 Total | \$106,203.62 | 11.6% | \$9,141.49 | 8.61% |
| 7B | \$23,211.42 | 2.53% | \$8,146.94 | 35.1% |
| 7C | \$25,247.17 | 2.76% | \$0.00 | 0% |
| 7D | \$26,123.61 | 2.85% | \$0.00 | 0% |
| 7E | \$18,106.74 | 1.98% | \$4,526.70 | 25% |
| 7F | \$21,097.31 | 2.3% | \$5,408.89 | 25.64% |
| Ward 7 Total | \$113,786.25 | 12.43% | \$18,082.53 | 15.89% |
| 8A | \$18,972.56 | 2.07% | \$5,243.14 | 27.64% |
| 8B | \$18,312.56 | 2% | \$4,755.28 | 25.97% |
| 8C | \$21,344.31 | 2.33% | \$597.94 | 2.8% |
| 8D | \$21,685.57 | 2.37% | \$444.48 | 2.05% |
| 8E | \$23,947.10 | 2.62% | \$1,327.57 | 5.54% |
| 6/8F | \$14,639.42 | 1.6% | \$3,659.86 | 25% |
| Ward 8 Total | \$118,901.52 | 12.98% | \$16,028.27 | 13.48% |
| | | | \$113,410.24 | |
| TOTAL | \$915,688 | 100% | | 12.39% |

¹ Amounts contain allotment deduction and/or forfeiture. Source: District of Columbia Office of the Chief Financial Officer

Appendix C

FY 2023 and FY 2024 ANC Allotments and Amounts Withheld by Ward



About OANC

The OANC provides support for 46 total Commissions and 345 total Commissioners who consider a wide range of policies and programs affecting their neighborhoods. These include traffic, parking, recreation, street improvements, liquor licenses, zoning, economic development, police protection, sanitation and trash collection, and the District's annual budget.

The OANC's mission is to provide technical, administrative, and financial reporting assistance to the Advisory Neighborhood Commissions and to be the primary source of advice for Commissioners with respect to their official statutory responsibilities. The OANC does this by developing, implementing, and providing programming and services; advising ANCs on land use and zoning issues; providing resources, guidance, and support upon request; and providing centralized support related to model documents, email accounts, services, and training.

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Visit us: www.anc.dc.gov



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Attachment Question 42

X



Language Access Resources

The Office of Advisory Neighborhood Commissions provides support to ANCs' in need of communications access services, including sign language interpretation, through partnerships with executive branch agencies.

Sign Language Interpretation

Sign language services are handled by the Mayor's Office of Deaf, DeafBlind, and Hard of Hearing: Mayor's Office of Deaf, DeafBlind and Hard of Hearing. Mayor's Office of Community Affairs (dc.gov)

To request sign language services, please use this form: Sign language Interpreter Request Form

Translation Services

The <u>Language Access Program</u> is managed by the Office of Human Rights (OHR). Under the <u>Advisory Neighborhood Commissions Omnibus Act of 2016</u>, ANCs can be reimbursed by the OHR for costs related to translation and interpretation services, and purchase or rental of assistive listening systems ensuring full participation for residents and Commissioners with limited or no English proficiency.

Language Reimbursement is available for:

- Interpretation of Meetings/Proceedings: Includes in-person and video remote interpretation.
- Document Translation: Covers agendas, minutes, outreach materials, and more.
- Assistive Listening Systems: For hearing-impaired participants.

Reimbursement Forms, training information, and instructions for reimbursement requests are available on the OHR's website here.