

GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF DISABILITY RIGHTS

ODR's FY24 performance plan

Strategic Objectives

- 1. Be a model city of structural, programmatic, and social accessibility for people with disabilities.
- 2. Improve the responsiveness of government systems and employees to the needs of people with disabilities.
- 3. Increase employment of people with disabilities in DC government.
- 4. Expand opportunities for people with disabilities to live in integrated community settings.
- 5. Create and maintain a highly efficient, transparent, and responsive District government.

KPI measures

1. Percent of Complaints, Information, Technical Assistance and Reasonable Accommodations (CITAs) requests addressed within 30 days of request

Target: 90%

2. Percent of Sign Language Interpretation scheduled within four (4) days of the request

Target: 96%

3. Percent of District-owned buildings assessments within 20 days of the request

Target: 90%

4. Number of DC Employees, contractors, and grantees receiving ADA training

Target: 1200

5. Percent of accessibility reports which are completed within 30 days of the request

Target: 90%

6. Employment focused outreach events

Target: 6

7. Age Friendly: Number of participants in the ODR sponsored ADA Community Training on Housing

Target: 100

Workload measures (no goals needed)

- 1. Surveys Conducted and Reports Submitted to Determine Accessibility of District-owned Buildings
- 2. The Number of Complaints, Requests for Information and Requests for Technical Assistance (CITA) from residents, employees and visitors to the District
- 3. The Effective Communication Program (ECP): The Number of Requests Received for Sign Language Interpretation
- 4. The Number of attendees at ODR-sponsored events

Initiatives:



GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF DISABILITY RIGHTS

- 1. Website cultural competency: This 2-year project will provide more inclusive documents and translation into languages covered by Language Access Act, throughout the agency's government webpage.
- VRI training: In partnership with the new Mayor's Office of the Deaf, Deaf +Blind and Hard-of-Hearing, ODR will increase citywide agencies' effectiveness in Communication with the Deaf and Hard of Hearing Communities through training of the Video Remote Interpretation (VRI) services.
- 3. Work with DDS to include the Tech Fest in the Mayor's Disability Awareness Expo to make it one big event called Mayor's Tech Fest and Disability Awareness Expo. This event aims to make the best use of our limited resource to reach a broader audience and raise awareness on disability rights and share services for people with disabilities, while showcasing technological advancements that can significantly enhance the quality of life for individuals with disabilities and older adults, promoting greater autonomy and independence.
- 4. As part of the ODR's racial equity efforts, the agency will expand its reach to the hard to reach communities, including the African American community, African American Community, Asian American and Pacific Islander Community, and Latino Community to let people know of ODR and our services by attending outreach events specifically held for each community.

Q11. SCHEDULE A - ODR_JR0

As of 1/29/2025

Position Number	Title	Start date	Salary	Salary Dist%	Fringe
00008345	EXECUTIVE DIR	1/8/2018	117,129.12	117,129.12	28,930.89
00009477	Administrative Support Spec.	5/11/2020	98,322.00	98,322.00	24,285.53
00024988	Program Support Specialist	1/9/2017	69,481.00	69,481.00	17,161.81
00026225	Program Analyst		65,285.00	65,285.00	16,125.40
00044560	Public Affairs Specialist	4/14/2008	85,794.00	85,794.00	21,191.12
00046099	Director	4/4/2010	150,803.74	150,803.74	37,248.52
00046267	Staff Assistant		65,285.00	65,285.00	16,125.40
00046268	ADA Comp. Spec. (Public Works)	1/7/2008	119,916.00	11,991.60	2,961.93
00046268	ADA Comp. Spec. (Public Works)	1/7/2008	119,916.00	107,924.40	26,657.33
00046274	Chief of Staff	10/17/2005	130,000.00	130,000.00	32,110.00
00046275	ADA Comp. Spec. (Employment)	5/28/2019	99,035.00	9,903.50	2,446.16
00046275	ADA Comp. Spec. (Employment)	5/28/2019	99,035.00	89,131.50	22,015.48
00046964	ADA Architect	5/17/2008	119,916.00	11,991.60	2,961.93
00046964	ADA Architect	5/18/2008	119,916.00	35,974.80	8,885.78
00046964	ADA Architect	5/19/2008	119,916.00	71,949.60	17,771.55
00092013	Program Support Asst (OA)	1/9/2017	51,091.00	51,091.00	12,619.48
00105306	Interpreter (Sign Language)	9/11/2023	85,794.00	85,794.00	21,191.12
00105307	Interpreter (Sign Language)	12/30/2024	83,289.00	83,289.00	20,572.38
00108261	Program Support Assistant	8/15/2022	52,399.00	52,399.00	12,942.55
00109322	Attorney Advisor	1/2/2024	116,259.00	116,259.00	28,715.97
00115189	Administrative Support Special	10/23/2023	85,794.00	22,306.44	5,509.69
00115189	Administrative Support Special	10/24/2023	85,794.00	63,487.56	15,681.43

NOTE: No positions is required to be filled to comply with Federal or Local law.

Total Salary+Fringe	FTE x Dist	Fund Name	Program
146,060.01	100.0%	FEDERAL GRANTS	Compliance
122,607.53	100.0%	FEDERAL GRANTS	Compliance
86,642.81	100.0%	FEDERAL GRANTS	Compliance
81,410.40	100.0%	LOCAL FUNDS	Training and Development
106,985.12	100.0%	LOCAL FUNDS	Evaluation and Compliance
188,052.26	100.0%	LOCAL FUNDS	Evaluation and Compliance
04 440 40	100.000	LOCAL FUNDS	English and Organition as
81,410.40	100.0%	LOCAL FUNDS	Evaluation and Compliance
122,877.93	10.0%	LOCAL FUNDS	Evaluation and Compliance
146,573.33	90.0%	LOCAL FUNDS	Evaluation and Compliance
162,110.00	100.0%	LOCAL FUNDS	Evaluation and Compliance
101,481.16	10.0%	LOCAL FUNDS	Evaluation and Compliance
121,050.48	90.0%	LOCAL FUNDS	Evaluation and Compliance
122,877.93	10.0%	LOCAL FUNDS	Evaluation and Compliance
128,801.78	30.0%	LOCAL FUNDS	Evaluation and Compliance
137,687.55	60.0%	LOCAL FUNDS	Training and Development
63,710.48	100.0%	LOCAL FUNDS	Evaluation and Compliance
106,985.12	100.0%	LOCAL FUNDS	Evaluation and Compliance
103,861.38	100.0%	LOCAL FUNDS	Evaluation and Compliance
65,341.55	100.0%	FEDERAL GRANTS	Compliance
144,974.97	100.0%	LOCAL FUNDS	Evaluation and Compliance
91,303.69	26.0%	FEDERAL GRANTS	Compliance
101,475.43	74.0%	LOCAL FUNDS	Evaluation and Compliance

Activity	Continuing/Temp/ Term
District Legal/Regulatory Compliance	Continuing
District Legal/Regulatory Compliance	Continuing
District Legal/Regulatory Compliance	Continuing
Training and Development	Freeze
Evaluation and Compliance	Continuing
Evaluation and Compliance	Continuing
Evaluation and Compliance	Not filled because the duties are covered by PON#00115189
Evaluation and Compliance	Continuing
Training and Development	Continuing
Evaluation and Compliance	Continuing
Evaluation and Compliance	Continuing
Evaluation and Compliance	Continuing
District Legal/Regulatory Compliance	Continuing
Evaluation and Compliance	Continuing
District Legal/Regulatory Compliance	Term
Evaluation and Compliance	Term

THE OFFICE OF DISABILITY RIGHTS





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INTRODUCTION



The Office of Disability Rights (ODR) was created to advance the civil rights of people with disabilities by coordinating the District's ADA Compliance Program and by ensuring and overseeing District-wide compliance with the ADA and related disability rights laws. This report summarizes ODR's 2024 activities in fulfilling these duties.

ADA COMPLIANCE PLANS

ODR is required to coordinate and oversee the District's ADA Compliance program, and all District agencies are required to complete and submit an annual ADA self-evaluation and implementation plan for approval to ODR. D.C. Code § 2-1431.02(a); Mayor's Order 2017-010 (Mayor's Order).

In order to ensure proper alignment with the regulations in the ADA, the self-evaluations has five sections including:

Section 1 - Employment

Section 2 - Programs and Services

Section 3 - Communications and Digital Accessibility

Section 4 - Architectural

Section 5 - Barrier Removal Strategic Plan

Summarized aspects of the agency reports and ODR's work in these areas will be highlighted throughout this report.

To help agencies complete these annual plans, ODR held four training sessions, provided tutorial videos as well as a detailed written user guide to agencies this year. ODR also provided technical assistance, support, and hands-on assistance to all agencies in completing their plans throughout the process.

In addition, ODR worked with the Office of the Chief Technology Officer (OCTO) to create a QuickBase application for ease in managing the submissions. The Quickbase app streamlines the process of the ADA accessibility self-assessments and creates a centralized database for ODR review of plans and longitudinal analysis of agencies' progress towards ADA compliance.

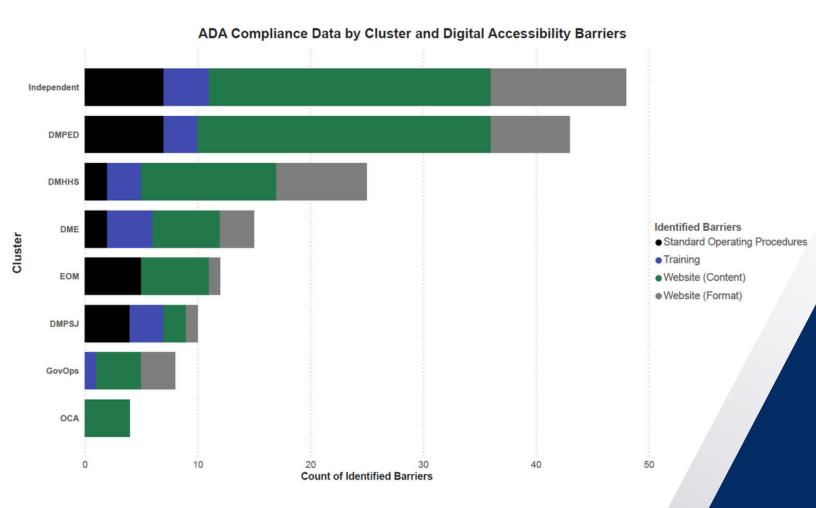
74 Agencies Required to Submit A9 Agencies completed Plan Agencies Started Submissions 13 Did Not Submit

ADA PLANS SUBMISSION STATS

ADA COMPLIANCE: DIGITAL ACCESSIBILITY

In light of the digital accessibility regulation promulgated pursuant to Title II of the ADA this year by DOJ, ODR stepped up its technical assistance with agencies to improve website and application accessibility for users with disabilities. ODR worked with the Office of Tax and Revenue to provide accommodations for its tax forms, and with the Office of Unified Communication to improve the accessibility of its web 311 platform. ODR consulted with DHS on ensuring equal access to its paper notices for Medicaid, TANF, and SNAP beneficiaries through its online website. Finally, ODR developed a digital accessibility checklist for Districtwide communications.

Additionally, Section 3 of the ADA Compliance Assessment highlights communication elements within an agency to ensure they are effective for people with disabilities. These include analyses agency outreach, messaging, and overall digital accessibility. The chart below shows the barriers across each cluster specific to Communications and digital accessibility.

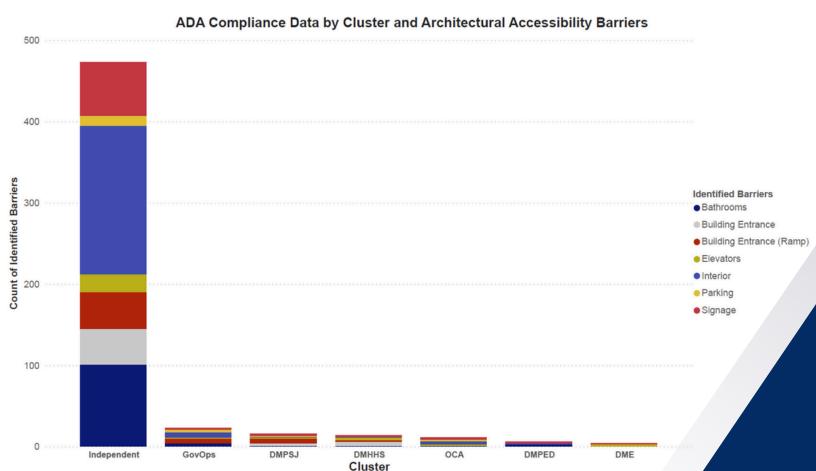


ADA COMPLIANCE: ARCHITECTURAL

A major part of ODR's work focuses on architectural assessments and analysis. Congruently, the largest section of the ADA Compliance Assessment for DC Government agencies are the archetecturial inspections. Agencies must assess physical space and facilities using 2010 ADA Standard for Accessible Designs. This is often the most time consuming and demands the most technical assistance from ODR to agencies.

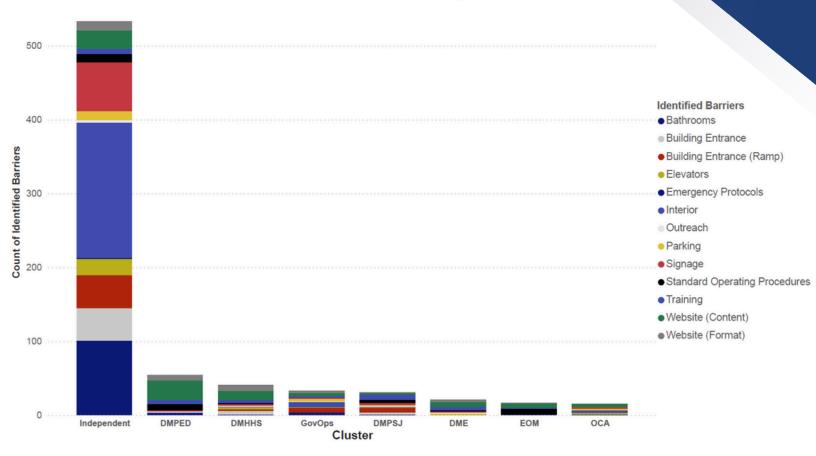
Technical assistance in 2024 included much architectural barrier survey work. ODR staff surveyed and collaborated with District agencies on many projects to ensure proper alignment and compliance with ADA standards. A few of the projects are listed below.

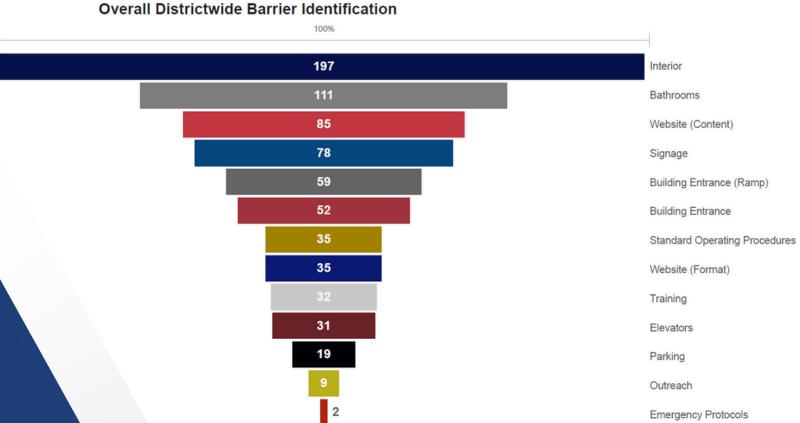
- Surveyed over **eighty (80)** DCPS schools
- Assessed **fifty-one (51)** DPR parks and recreation centers
- Collaborated with DOEE to survey and make recommendations on improving the accessibility of Kingman and Heritage Islands.
- Engaged BOE to review all new voting center sites for accessibility and helped BOE's ADA Coordinator with monitoring for accessibility during early voting and on election day for all elections in 2024
- Surveyed DHCD's new office building to ensure full accessibility for employees and visitors with disabilities
- Worked alongside MPD, DCPL, and DGS on various individual complaints of architectural barriers



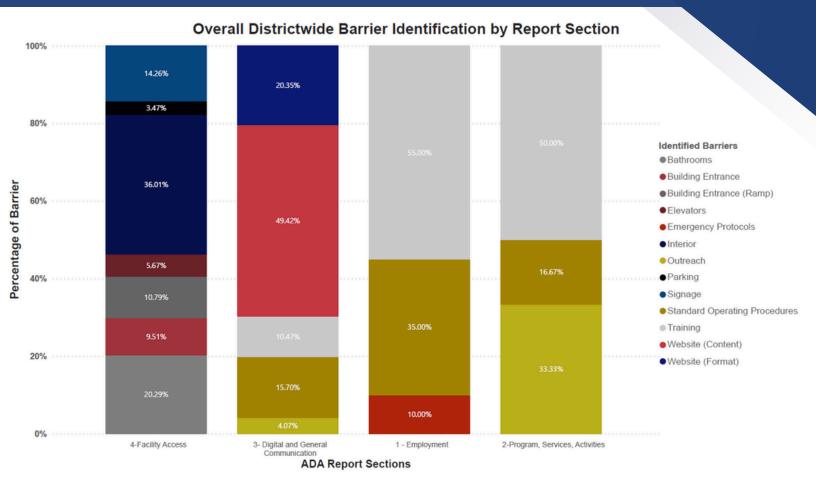
ADA COMPLIANCE BY THE NUMBERS



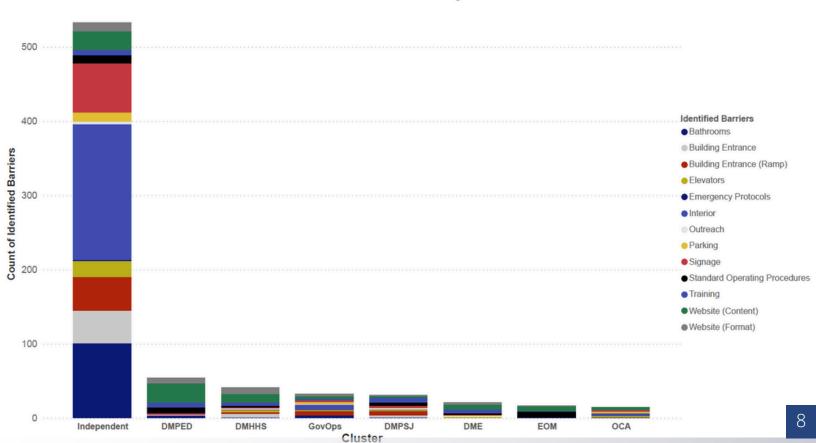




ADA COMPLIANCE BY THE NUMBERS



Overall ADA Barriers by Cluster



TRAINING AND OUTREACH

In 2024 ODR expanded its training to include a broader audience. ODR delivered 41 training eve to 3,779 individuals, which included District ADA coordinators, managers, grant administers, grantees, contractors, general counsels, risk managers, building managers, and members of public. Topics ranged from ADA rights and disability sensitivity to completing agency ADA Compliance Plans.

ODR also provided outreach in the community through events it organized and attended in collaboration with partner agencies. These events had a combined attendance of more than 19,889 individuals in places as diverse as DYRS carceral facilities, Chinatown Community Festival, DCHR hiring events, DPR senior events, and the Olmstead townhalls. ODR's robust community presence allowed it to connect with individuals with disabilities where they are at – in the community – with information, technical assistance, and resource referrals.



ODR took a leadership role in partnering with DDS, DCHR, DCPL, MODDHH, and DOES in organizing the Mayor's Disability Career Fair, partnered with DBH and the DD Council on the 25th Anniversary Olmstead Conference, and partnered with DD Council on its awards ceremony, talent show, LatinX conference, and Employment First Summit.



41 Trainings

3,779 Attendees **28**Community
Events

COMPLAINT, INFORMATION, AND TECHNICAL ASSISTANCE (CITA)



Pursuant to the Mayor's Order, agencies are required to enter all disability-related accommodation requests and complaints into ODR's centralized database for Complaint, Information, and Technical Assistance within three business days of receipt. The utilization of CITA promotes continuity in the handling of all requests and complaints as ADA coordinators turnover.

In 2024, ODR handled 529 requests for information, technical assistance, and/or referrals across a range of issues, involving 47 different agencies. In addition, ODR issued guidance on service animals, DYRS' ADA policy, and DOC's inmate disability and visitor accommodation policies.

ADA PLANS SUBMISSION STATS

47Agencies
Engaged

529Requests for Technical Assistance

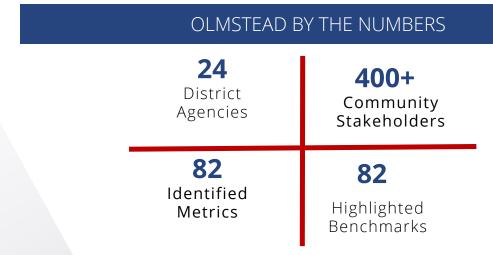
OLMSTEAD COMMUNITY INTEGRATION PLAN



During 2024, ODR spearheaded the development of the District's Olmstead Plan for the next three years. The new plan reflects the District of Columbia's ongoing commitment to advancing community integration for individuals with disabilities, ensuring access to services and support that allow them to live, work, and thrive in the community of their choice.

The District of Columbia is committed to ensuring that people with disabilities have access to services and programs in the most inclusive and integrated settings possible, as also required by the Americans with Disabilities Act (ADA). District law requires ODR to plan and implement a District Olmstead Plan. In addition to the three areas covered under the previous plans, i.e. Housing, Healthcare and Wellness, and Employment, the new plan also includes Transportation.

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THE OFFICE OF DISABILITY RIGHTS

Office Hours Monday to Friday, 8:45 am to 4:45 pm, except District holidays

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OFFICE OF DISABILITY RIGHTS

FY 2024 PERFORMANCE ACCOUNTABILITY REPORT

JANUARY 15, 2025



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1 OFFICE OF DISABILITY RIGHTS

Mission: The mission of the Office of Disability Rights (ODR) is to ensure that every program, service, benefit, and activity operated or funded by the District of Columbia is fully accessible to, and usable by, qualified people with disabilities with or without reasonable accommodations or modifications.

Services: ODR is responsible for oversight of the District's obligations under the Americans with Disabilities Act (ADA) as well as other federal and local disability rights laws. ODR provides technical assistance, training, informal dispute resolution, policy guidance, and expertise on disability rights issues to District agencies and the disability community. ODR coordinates the ADA compliance efforts of all District agencies and works with agency ADA coordinators to ensure that the District is responsive to the needs of the disability community and employees with disabilities.

2 2024 ACCOMPLISHMENTS

Accomplishment	Impact on Agency	Impact on Residents
In FY24, ODR trained 2807 individuals including District ADA coordinators, managers, grant administers, grantees, contractors, on ADA rights, Disability sensitivity, and ADA compliance. This is a 78% increase compared to FY23.	NA	More people are educated about ADA rights and the government's become more ADA accessible because of the increased awareness and understanding of agencies' obligations under the law.
ODR finished assessing the ADA accessibility of 82 DCPS schools to help DCPS identified barrier to remove.	NA	Barriers were identified and after they are addressed by DGS and DPR, schools will become more accessible to all students.
ODR cohosted the Mayor's first Disability Career Fair with DDS. 50 employers and 500 job seekers participated. The event was one of the many resources the District offers to people with disability to help level the playing field for a fair shot for all residents including people with disabilities.	NA	The event helped create career opportunities for community with disabilities.
ODR finished the first phase of developing a new ADA self-assessment app for agencies to develop and submit their ADA compliance plan digitally. The app streamlines the process of ADA accessibility assessment for agencies and create a centralized record for longitudinal data collection that shows agencies' progress in ADA compliance. This project helped District agencies identify barriers to ADA compliance and help them form a compliance plan which when implemented will provide better access to all DC residents including people with disabilities.	The app makes collecting agencies ADA compliance plans and monitoring their progress much easier for ODR.	NA

3 2024 OBJECTIVES

Strategic Objective

Be a Model City of Structural, Programmatic and Social Accessibility for People with Disabilities.

Improve the responsiveness of government systems and employees to the needs of people with disabilities.

Increase employment of people with disabilities in DC government.

Expand opportunties for people with disabilities to live in integrated community settings.

Create and maintain a highly efficient, transparent, and responsive District government.

4 2024 OPERATIONS

Operation Title	Operation Description
Be a Model City of Structural,	Programmatic and Social Accessibility for People with Disabilities.
Assess District-owned Buildings: Daily Service Complaints, Information, Technical Assistance: Daily Service	Survey and evaluate District-owned building for accessibility to persons with disabilities and the aging population. Provide information and technical assistance to residents, employees and visitors of the District, as related to the (American with Disabilities Act) ADA laws.
Improve the responsiveness of	government systems and employees to the needs of people with disabilities.
Agency Database Compliance: Daily Service	ODR requests that all agency ADA Coordinators input all requests for reasonable accommodations and allegations of disability discrimination into Quickbase for ODR review and recommendations.
Increase employment of peopl	e with disabilities in DC government.
ADA Training: Daily Service Reasonable	Provide training's focused on the American's with Disabilities Act (ADA) and other law related to the District's disability population.
Accommodations Oversight: Daily Service	Provide technical assistance and oversight to District Government agencies providing reasonable accommodations to its employee.
Expand opportunties for peop	le with disabilities to live in integrated community settings.
Olmstead Initiative: Key Project	Manage the implementation of the city-wide Olmstead Initiative (oversight of reporting and outreach).
Outreach and Wellness	Provide outreach, education and information to constituents related to disability
Events: Daily Service	issues.
Create and maintain a highly e	fficient, transparent, and responsive District government.
Emergency Preparedness: Key Project	Partnering various agencies to develop and implement effective emergency plans and initiatives in accordance with the Americans with Disabilities Act (ADA).

5 2024 STRATEGIC INITIATIVES

In FY 2024, Office of Disability Rights had 2 Strategic Initiatives and completed 100%.

Title	Description	Update
Tech Fest and Disability Expo	3. Work with DDS to include the Tech Fest in the Mayor's Disability Awareness Expo to make it one big event called Mayor's Tech Fest and Disability Awareness Expo. This event aims to make the best use of our limited resource to reach a broader audience and raise awareness on disability rights and share services for people with disabilities, while showcasing technological advancements that can significantly enhance the quality of life for individuals with disabilities and older adults, promoting greater autonomy and independence.	Completed to date: Complete In October 2023, at the request of the Department on Disability Services (DDS) to maximize the District's resources and expand its impacts, ODR collaborated with DDS to combine the Mayor's Disability Awareness Expo with the DDS' Tech Fest and named the event, The Mayor's Tech Fest Summit. The event received about 400 participants, including technology enthusiasts, communities with disabilities, advocates, and caretakers. Attendees had the chance to explore a diverse range of services available for people with disabilities and older adults, from support networks to educational resources. Participants also had hands-on experience of cutting-edge technological advancements designed to significantly improve the lives and trajectory of individuals with disabilities.
Expand ODR Outreach	4. As part of the ODR's racial equity efforts, the agency will expand its reach to the hard to reach communities, including the African American community, African American Community, Asian American and Pacific Islander Community, and Latino Community to let people know of ODR and our services by attending outreach events specifically held for each community.	Completed to date: Complete In the fourth quarter of FY24, ODR provided outreach to underserved groups including African American, Asian American and Pacific Islander, and Latino communities. ODR participated in six events specifically focused on engaging these communities.

6 2024 KEY PERFORMANCE INDICATORS AND WORKLOAD MEASURES

Key Performance Indicators

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Be a Model City of Structural, Progran	nmatic and	Social Acce	sibility for I	People with	Disabilities.						
Percent of Complaints, Information,Technical Assistance and Reasonable Accommodations (CITAs) requests addressed within 30 days of request	Up is Better	99.2%	98.7%	93.9%	91.3%	97.8%	97.9%	95.3%	90%	Met	
Percent of District-owned buildings assessments within 20 days of the request	Up is Better	100%	100%	Annual Mea- sure	Annual Mea- sure	Annual Mea- sure	Annual Mea- sure	100%	90%	Met	
Improve the responsiveness of govern	ment syste	ms and emp	lovees to th	e needs of p	eople with d	isabilities.					
Number of DC Employees, contractors, and grantees receiving ADA training	Up is Better	1,516	1,580	100	1,383	534	790	2807	1200	Met	
Percent of accessibility reports which are completed within 30 days of the request	Up is Better	100%	100%	100%	100%	100%	100%	100%	90%	Met	
Increase employment of people with d	lisabilities i	n DC goverr	ment.								
Employment focused outreach events	Up is Better	6	11	2	3	19	6	30	8	Met	
Expand opportunties for people with o	disabilities [†]	to live in inte	egrated com	munity setti	ngs.						
Age Friendly: Number of participants in the ODR sponsored ADA Community Training on Housing	Up is Better	60	711	Semi- Annual Mea- sure	0	Semi- Annual Mea- sure	Semi- Annual Mea- sure	105	100	Met	
Create and maintain a highly efficient,	transparen	t, and respo	nsive Distri	ct governme	nt.						
Percent of new hires that are District residents	Up is Better	New in 2023	100%	Annual Mea- sure	Annual Mea- sure	Annual Mea- sure	Annual Mea- sure	66.7%	-	-	

theature.	Directionality	4 2022	£ ⁷ 2023	6 ² 20 ² 40°	67 202ª Or	c ⁷ 20 ²⁴ 0 ³	< 1202A OA	< 1202A	£7,2074,284	Mas 2024 All Mess.	Explanation of Unnet MO
Percent of new hires that are current District residents and received a high school diploma from a DCPS or a District Public Charter School, or received an equivalent credential from the District of Columbia	Up is Better	New in 2023	33.3%	Annual Mea- sure	Annual Mea- sure	Annual Mea- sure	Annual Mea- sure	0%	-		
Percent of employees that are District residents	Up is Better	New in 2023	78.6%	Annual Mea- sure	Annual Mea- sure	Annual Mea- sure	Annual Mea- sure	85.7%	-	-	
Percent of required contractor evaluations submitted to the Office of Contracting and Procurement on time.	Up is Better	New in 2023	New in 2023	Annual Mea- sure	Annual Mea- sure	Annual Mea- sure	Annual Mea- sure	No ap- plicable inci- dents	-	-	
Percent of agency staff who were employed as Management Supervisory Service (MSS) employees prior to 4/1 of the fiscal year that had completed an Advancing Racial Equity (AE204) training facilitated by ORE within the past two years.	Up is Better	New in 2023	New in 2023	Annual Mea- sure	Annual Mea- sure	Annual Mea- sure	Annual Mea- sure	100%	-	-	

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Assess District-owned Buildings							
Surveys Conducted and Reports Submitted to Determine Accessibility of District-owned Buildings	238	132	Annual Measure	Annual Measure	Annual Measure	Annual Measure	141
Complaints, Information, Technical Assista	nce						
The Number of Complaints, Requests for Information and Requests for Technical Assistance (CITA) from residents, employees and visitors to the District	544	670	66	161	136	143	506
Outreach and Wellness Events							
The Number of attendees at ODR-sponsored events	266	673	400	126	78	300	904

Transaction Date	Transaction Amount	Cardholder Last Name	Cardholder First Name		
10/16/2023	230.14	MCCASKILL	CARLA		
10/20/2023	4,892.50	JANUARY	IKEYA		
10/21/2023	218.00	JANUARY	IKEYA		
10/21/2023	109.00	JANUARY	IKEYA		
10/25/2023	950.00	JANUARY	IKEYA		
10/25/2023	40.00	JANUARY	IKEYA		
10/25/2023	40.00	JANUARY	IKEYA		
10/26/2023	3,074.00	JANUARY	IKEYA		
10/30/2023	473.75	JANUARY	IKEYA		
11/01/2023	595.36	JANUARY	IKEYA		
11/14/2023	15.00	JANUARY	IKEYA		
11/15/2023	495.00	JANUARY	IKEYA		
11/16/2023	30.01	JANUARY	IKEYA		
11/20/2023	4,055.00	JANUARY	IKEYA		
11/27/2023	745.00	JANUARY	IKEYA		
11/27/2023	310.00	JANUARY	IKEYA		
11/27/2023	162.45	JANUARY	IKEYA		
12/05/2023	48.57	JANUARY	IKEYA		
12/06/2023	500.00	MCCASKILL	CARLA		
12/11/2023	237.12	JANUARY	IKEYA		
12/12/2023	160.00	JANUARY	IKEYA		
12/13/2023	1,287.50	JANUARY	IKEYA		
12/13/2023	1,199.60	JANUARY	IKEYA		
12/19/2023	1,647.90	JANUARY	IKEYA		
01/05/2024	12.50	JANUARY	IKEYA		
01/08/2024	420.00	MCCASKILL	CARLA		
01/09/2024	19.77	JANUARY	IKEYA		
01/11/2024	772.60	JANUARY	IKEYA		
02/02/2024	170.50	JANUARY	IKEYA		
02/12/2024	279.27	JANUARY	IKEYA		
02/12/2024	132.32	JANUARY	IKEYA		
02/13/2024	1,674.27	JANUARY	IKEYA		
02/22/2024	831.60	JANUARY	IKEYA		
02/26/2024	110.00	JANUARY	IKEYA		
02/27/2024	202.07	JANUARY	IKEYA		
03/14/2024	226.79	JANUARY	IKEYA		
03/14/2024	139.40	JANUARY	IKEYA		
03/27/2024	1,750.00	MCCASKILL	CARLA		
03/29/2024	1,850.00	MCCASKILL	CARLA		
04/04/2024	520.00	JANUARY	IKEYA		
04/08/2024	779.77	JANUARY	IKEYA		
04/09/2024	1,480.00	JANUARY	IKEYA		
04/09/2024	432.22	JANUARY	IKEYA		
04/23/2024	86.87	JANUARY	IKEYA		
04/24/2024	150.00	MCCASKILL	CARLA		
04/25/2024	75.00	JANUARY	IKEYA		
05/03/2024	75.00	JANUARY	IKEYA		

05/08/2024	334.75	JANUARY	IKEYA
03/06/2024	334.73	3711.071101	
05/09/2024	513.92	JANUARY	IKEYA
05/09/2024	334.75	JANUARY	IKEYA
05/14/2024	500.00	MCCASKILL	CARLA
05/15/2024	552.95	MCCASKILL	CARLA
05/20/2024	2,229.90	JANUARY	IKEYA
05/21/2024	355.88	JANUARY	IKEYA
05/21/2024	75.00	JANUARY	IKEYA
06/10/2024	205.38	MCCASKILL	CARLA
06/12/2024	628.43	MCCASKILL	CARLA
06/14/2024	930.00	MCCASKILL	CARLA
06/13/2024	102.00	MCCASKILL	CARLA
06/13/2024	102.00	MCCASKILL	CARLA
06/21/2024	65.00	MCCASKILL	CARLA
06/21/2024	980.00	MCCASKILL	CARLA
06/24/2024	425.00	MCCASKILL	CARLA
06/24/2024	425.00	MCCASKILL	CARLA
06/25/2024	425.00	MCCASKILL	CARLA
06/25/2024	425.00	MCCASKILL	CARLA
07/01/2024	425.00	MCCASKILL	CARLA
07/08/2024	170.00	MCCASKILL	CARLA
07/10/2024	483.95	MCCASKILL	CARLA
07/10/2024	483.95	MCCASKILL	CARLA
07/11/2024	49.87	MCCASKILL	CARLA
07/12/2024	1,095.00	MCCASKILL	CARLA
07/15/2024	305.59	MCCASKILL	CARLA
07/17/2024	601.06	MCCASKILL	CARLA
07/18/2024	135.35	MCCASKILL	CARLA
07/18/2024	580.82	MCCASKILL	CARLA
07/18/2024	150.00	MCCASKILL	CARLA
07/19/2024	4,755.00	MCCASKILL	CARLA
07/23/2024	300.00	MCCASKILL	CARLA
07/30/2024	2,000.00	MCCASKILL	CARLA
08/20/2024	3,200.00	MCCASKILL	CARLA
08/21/2024	1,355.00	MCCASKILL	CARLA
08/27/2024	323.20	MCCASKILL	CARLA
08/27/2024	4,675.00	MCCASKILL	CARLA
08/29/2024	200.00	MCCASKILL	CARLA
08/29/2024	100.00	MCCASKILL	CARLA
08/29/2024	1,464.73	MCCASKILL	CARLA
08/29/2024	1,464.73	MCCASKILL	CARLA
08/30/2024	1,813.63	MCCASKILL	CARLA
08/30/2024	500.14	MCCASKILL	CARLA

08/30/2024	128.00	MCCASKILL	CARLA
09/06/2024	736.70	MCCASKILL	CARLA
09/09/2024	4,219.03	MCCASKILL	CARLA
09/09/2024	884.95	MCCASKILL	CARLA
09/23/2024	3,636.00	MCCASKILL	CARLA
09/23/2024	328.03	MCCASKILL	CARLA
09/24/2024	4,519.39	MCCASKILL	CARLA
09/24/2024	180.40	SIMON	CLAIRE
09/25/2024	200.00	SIMON	CLAIRE
09/25/2024	200.00	SIMON	CLAIRE
09/25/2024	200.00	SIMON	CLAIRE
09/26/2024	375.00	SIMON	CLAIRE
09/26/2024	900.00	SIMON	CLAIRE
09/26/2024	137.50	SIMON	CLAIRE
09/26/2024	200.00	SIMON	CLAIRE
09/26/2024	200.00	SIMON	CLAIRE
09/26/2024	200.00	SIMON	CLAIRE
09/26/2024	249.20	SIMON	CLAIRE
09/27/2024	762.50	SIMON	CLAIRE
09/27/2024	450.00	SIMON	CLAIRE
10/03/2024	1,746.36	SIMON	CLAIRE
10/08/2024	1,718.98	MCCASKILL	CARLA
10/17/2024	2,515.00	MCCASKILL	CARLA
10/18/2024	242.40	MCCASKILL	CARLA
10/18/2024	484.80	MCCASKILL	CARLA
10/22/2024	300.00	SIMON	CLAIRE
10/31/2024	5,038.44	MCCASKILL	CARLA
10/31/2024	657.35	MCCASKILL	CARLA
11/05/2024	13.88	SIMON	CLAIRE
11/12/2024	517.95	MCCASKILL	CARLA
11/12/2024	770.00	MCCASKILL	CARLA
11/12/2024	770.00	MCCASKILL	CARLA
11/12/2024	770.00	MCCASKILL	CARLA
11/13/2024	464.96	MCCASKILL	CARLA
11/13/2024	479.96	MCCASKILL	CARLA
11/14/2024	31.40	SIMON	CLAIRE
11/14/2024	356.95	SIMON	CLAIRE
11/14/2024	745.00	SIMON	CLAIRE
11/25/2024	648.95	SIMON	CLAIRE
11/25/2024	335.00	SIMON	CLAIRE
11/25/2024	390.00	SIMON	CLAIRE
11/25/2024	778.96	SIMON	CLAIRE
11/28/2024	58 00	SIMON	CLAIDE
11/28/2024	58.00	SIMON	CLAIRE
12/03/2024	35.00	SIMON	CLAIRE

12/03/2024	240.24	SIMON	CLAIRE
12/04/2024	880.12	SIMON	CLAIRE
12/08/2024	35.00	SIMON	CLAIRE
12/07/2024	620.04	SIMON	CLAIRE
12/07/2024	880.12	SIMON	CLAIRE
12/08/2024	826.72	MCCASKILL	CARLA
12/08/2024	873.16	MCCASKILL	CARLA
12/11/2024	220.00	SIMON	CLAIRE
12/11/2024	(240.24)	SIMON	CLAIRE
12/16/2024	1,199.60	MCCASKILL	CARLA
12/15/2024	577.58	SIMON	CLAIRE
01/27/2025			

Transaction Notes		
language line services		
Vouchers for Disability Tech Summit		
Electric for Disability Tech Summit		
Electric for Disability Tech Summit		
Mandarin Onsite Interpreting for Disability Tech Summit		
PROWAG Event Registration		
PROWAG Event Registration		
ASL & CART services for Disability Tech Summit		
DDC Employment First Summit Catering		
Brochure Translation		
Replacement Metro Card for ASL		
Mathew McCollough TASH conference Registration		
Office Support		
Printing - ODR's Resource Guide booklet		
DDC Director TASH conference Registration		
DDC Staff TASH conference Registration		
DDC Staff Scooter at TASH conference		
Office Support		
EDLS 2023 \$500.00		
ODR Office Supplies		
Office Support		
Tech Summit Vaccine Station		
DDC Zoom Account		
Ink for agency printer		
Office Support - ASL		
Blueboy purchase business cards		
Office Supplies		
Tech Summit flyer translation and Spanish interps		
Partial payment for Olmstead Meeting venue in October		
IT Supplies		
Office Supplies		
GW Medical Services for Tech Summit		
Westlaw Registration for ODR attorney advisor		
SmartTrip Cards for Staff		
Backdrop for mayor interpreters		
Office Support - ASL		
Office Supplies - Name Plates		
AV support for Developmental Disabilities Awareness Awards Celebration March 27th		
Developmental Disabilities Awareness Talent Show and Dance Party Celebration AV support		
Interpreters for interviews		
Office Support - Interpretation services		
Printing of ODR Resource Guide Booklets		
Office supplies		
Business cards for staff		
Olmstead marketing support.		
Reload of funds for ASL usage		
Conference registration for student intern		

egistration for 2024 National Disability Rights Conference			
Office Support - Interpretation services			
gistration for 2024 National Disability Rights Conference			
nseen documentary			
rd Annual Aging with Developmental Disabilities Conference May 20-21, 2024			
anslation of Brochure (1 Lang) & Complaint form (4 Lang)			
anslation of Brochure (1 Lang) & Complaint form (4 Lang)			
lded funds to metro card for CDI			
fice Supplies for DD Council			
tering for public health listening session. Food wavier was approved in PASS.			
repretation and CART service for Olmstead townhall 2			
dipletation and CART service for Omisteau townnan 2			
etro Smart trip for staff.			
nart trip card for staff			
mstead Townhall translation			
ART services for May 29th and June 5th DD Council family support activities.			
24 NACDD Conference Registration - Luz Collazo			
24 NACDD Conference Registration - Claire Simon			
24 NACDD Conference Registration - Carla McCaskill			
24 NACDD Conference Registration - Kevin Wright			
24 NACDD Conference Registration - Alison Whyte			
SL interpretation for Staff meeting on 7/9			
te Learning Community for Person Centered Practices Conference - Flight to Norfolk, VA for Kevin Wright			
O Councilmember Bernard Crawford conference travel - The Learning Community for Person Centered Practices Annual onference			
ebinar training for ODR staff, Susie McFadden-Resper			
DR expense - Video for grantee training on the ADA			
O Council member hotel travel for conference			
O Council staff hotel for conference - 1st charge			
O Council staff hotel for conference - 2nd charge			
O Councilmember hotel for conference			
O Council staff conference hotel - 3rd payment			
ree laptops for staff.			
O Council - non-government employee, community member NACDD conference fee.			
DR - office chairs			
leo			
ochure printing			
andarin translation for FHA presentation			
omo			
DR - smarttrip for staff			
DR - smarttrip for staff			
DR - Training for staff			
DR - staff training			
DR - office supply			
OR - office supply			

ODR - engraved award Braille software ODR - For promotional items CBE is more than 12% higher than vendor's quote ODR - ADOBE creative cloud ODR - interpretation for the Latinx conference ODR - FHA presentation translation DD Council - Latine Conference Catering - preferred vendor for cultural competency Interpretation for Quarterly DD Council Public Meeting Metro Card for ODR staff to go between work meetings and events. Metro Card for ODR staff to go between work meetings and events. Metro Card for ODR staff to go between work meetings and events. ASL Interpretation for VRI video/ Add ASL to VRI training video. Hearing ASL interpreter to interpret MMB televised announcements on Sept 25. Metro Card for ODR staff to go between work meetings and events. Metro Card for ODR staff to go between work meetings and events. Metro Card for ODR staff to go between work meetings and events. Office Supplies CART services for DD Council Quarterly Public Meeting on June 20th, 2024 CART services for DD Council Quarterly Public Meeting September 19, 2024. Westlaw subscription for law search Language Line services - Invoice for \$1671.10 plus a credit card service charge of \$47.88 for a total of \$1718.98. Catering for October 2024 Career Fair - partnership with ODR. Receipts indicate tax was NOT charged. See tax explanation attachment. Vamos DC Meeting 10/10/24 - Interpretation VRI Interpreter ASL - Employment First Summit Meeting - 10/10/2024 Payment of conference attendance fees for a DD Councilmember. Employment First Summit 2024 Catering - Vendor selected for cultural competency Amharic and Spanish Translation for Employment First Summit 2024 ODR payment for VRI Services through Language Line. There is no CBE that provides VRI services. Flight for TASH Conference for DD Council staff, Kevin Wright. TASH conference registration for DD Council staff - Kevin Wright. TASH Conference Registration for DD Council Staff - Claire Simon. TASH conference registration for DD Council staff, Carla McCaskill TASH Conference Flight for DD Council staff, Carla McCaskill. Travel Flight TASH Conference - DD Council Staff, Claire Simon. ODR - payment for airline to TASH Conference in New Orleans. No available CBE. ODR - payment for airline to TASH conference in New Orleans. No available CBE. ODR - TASH conference registration fee. No CBE is available. This is a purchase of an airline ticket for an out-of-state professional conference for a DD Councilmember. No available CBE. This is a conference fee for a professional conference for a DD Councilmember - no available CBE. Receipt indicates tax was NOT charged. This is a conference registration fee for a DD Councilmember, there is no CBE available. This is a purchase of a flight to an out-of-state conference, no available CBE. Payment is for DD Councilmember, Berta Mata. ODR - This is a purchase of office supplies from a CBE. This is a purchase of a checked bag on a flight, no available CBE. Payment is for DD Councilmember, Anjanette Shelby.

This is a rental of a mobility aid for a DD Councilmember to participate in DD Council activities at an out-of-state conference. No available CBE. This purchase will be refunded because it erroneously charged tax when it should have been tax exempt.

This is payment for a hotel room for an out-of-state conference. No available CBE. Payment is for DD Councilmember, Anjanette Shelby.

This is a purchase of a bag on an airline for out of state travel for the TASH conference. No CBE available. Payment is for DD Councilmember, Anjanette Shelby.

ODR - This is a payment for a hotel room for the TASH Conference in New Orleans (out-of-state). No available CBE.

This is a payment for a hotel room for the TASH conference in New Orleans (out-of-state). Payment is for DD Councilmember, Berta Mata.

Hotel for TASH Conference for DD Council staff, Claire Simon.

Hotel for TASH Conference for DD Council staff, Kevin Wright.

This charge is related to the other Mr. Wheelchair charges. This is a re-charge for a mobility aid rental for a DD Councilmember to participate in DD Council activities at an out-of-state conference. No available CBE. This charge is the correct amount, where the company honored our tax-exempt status.

This refunded purchase is related to the other Mr. Wheelchair charges. This is a refunded purchase of a rental of a mobility aid for a DD Councilmember to participate in DD Council activities at an out-of-state conference. No available CBE. This purchase was refunded because it erroneously charged tax when it should have been tax exempt.

1-year Zoom Subscription

ODR - this is a purchase of office supplies from a CBE.



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 Developmental Disabilities Council ("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, New	
	Books (accommodation for Auditorium), and	
	Conference Center Rooms 401.A, 401.D, 401.E, 401.F	
Date & Time ¹ of Occupancy Friday, October 25, 2024 8:30 AM – 4:30 PM		
Event	Employment First Summit	
Capacity Allowance	5 th Floor Event Space – 300 New Books – 175	
	Conference Center Rooms - 50	
Total Facility Use Cost	\$1,280	

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

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

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.

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 2024 Employment First Summit welcomes people with disabilities of all ages, family members, service providers, advocates, educators, policy makers, employers, District government staff, and community leaders. This free Summit will include a networking breakfast served by Mecho's Dominican Kitchen, resource fair, engaging learning sessions, and the Employment Champions Awards luncheon. The Agency expects to have approximately 175 attendees of various ages and 25-30 staff and volunteers. There will be no alcohol served at this event.

4. EXCLUSIVE USE

DCPL limits access and use to the **5th Floor Event Space**, **New Books** (*accommodation for Auditorium*), and **Conference Center Rooms 401.A**, **401.D**, **401.E**, **401.F** 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 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 At-Cost Rate)	\$1,100 for up to 6 hours	1	\$1,100
Auditorium Add-On Fee (<i>New Books is an accommodation for Auditorium</i>) (D.C. Government At-Cost Rate)	\$100	1	\$100
Conference Center Room Add-On Fee (D.C. Government At-Cost Rate)	\$20 per room	4	\$80
TOTAL			\$1,280

8. DEPOSIT AND COST OF SERVICES

Agency agrees to pay DCPL **\$1,280.00** 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: Tenikka Greene	Representative: Alison Whyte
Title: Events Manager	Title: Executive Director
Address: 901 G Street NW, Washington, DC	Address: 441 4th St NW Ste 729N
20001	Washington DC 20001
Telephone No.: 202-442.6070	Telephone No.: 202-340-85-63
Email Address: Tenikka.Greene@dc.gov	Email Address: alison.whyte@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	n of thei	ir p	ermi	tted f	acilit	y 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.

40100104

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 Julinoir (Oct 23, 202412:18 EDT)	
Barbara Jumper	
Chief Business Officer	
By:	Date:
Richard Reyes-Gavilan	
Executive Director	
(Signature is only required for Events	s where Alcohol is served.)

AGENCY

By:	10/23/24 Date:
Alison Whyte	
Executive Director	

ATTACHMENT A

Event Schedule

Employment First Summit Friday, October 25, 2024

5th Floor Event Space, New Books, Conference Center Rooms 401.A, 401.D, 401.E | 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	POINT OF CONTACT	Loading Dock Access Needed?	NOTES
Caterer	Mecho's Dominican Kitchen	Aris Compres acompres@yahoo.com	Yes	
Photographer	School Talk	School Talk will provide a photographer as a work based learning experience for a high school student	No	
AV	TBD	TBD	Yes	

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
Friday, October 25, 2024	7:30 AM	LoadIn	Loading Dock
Friday, October 25, 2024	8:30 AM	Set-Up	New Books, Conference Center Rooms 401.A. 401.D, 401.E, 401.F
Friday, October 25, 2024	9:00 AM	Attendee Arrival	MLK Main Entrance. The library is closed at this time and the doors are locked therefore; you will need a greeter at the entrance to open the doors for your guests until the library opens at 9:30 AM.
Friday, October 25, 2024	9:30 AM	Event Start Time	New Books
Friday, October 25, 2024	9:30 AM – 10:30 AM	Morning Plenary Session	New Books
Friday, October 25, 2024	10:30 AM	5 th Floor Event Space Set-Up	5 th Floor Event Space

Friday, October 25, 2024	10:45 AM – 11:45 AM	Morning Breakout Sessions	Conference Center Rooms 401.A. 401.D, 401.E, 401.F
Friday, October 25, 2024	12:00 PM – 1:30 PM	Employment Champion Awards Luncheon	5 th Floor Event Space
Friday, October 25, 2024	1:45 AM – 2:45 PM	Afternoon Breakout Sessions	Conference Center Rooms 401.A. 401.D, 401.E, 401.F
Friday, October 25, 2024	3:00 PM – 4:00 PM	Afternoon Plenary Session	New Books
Friday, October 25, 2024	4:00 PM	Event End Time	5 th Floor Event Space, New Books, Conference Center Rooms 401.A. 401.D, 401.E, 401.F
Friday, October 25, 2024	4:00 PM	Breakdown	5 th Floor Event Space, New Books, Conference Center Rooms 401.A. 401.D, 401.E, 401.F
Friday, October 25, 2024	4:30 PM	Load-Out	Loading Dock
Friday, October 25, 2024	5:30 PM	Breakdown and Load-Out Complete	Loading Dock

ATTACHMENT B

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

MEMORANDUM

Funding Amount Agreed Upon:

TO:	Cherylle Pacana Agency Fiscal Officer DC Public Library							
FROM:	Name of Licensee Agency AFO Agenc Agency	Agency AFO Agency Fiscal Officer						
DATE:								
SUBJECT:	Agency Transfer Ac Costs	count Information for DC Public Library Events Rental						
Space Desc	eription:	MLK. Jr. Memorial Library 5 th Floor Event Space, New Books, Conference Center Rooms 401.A, 401.D, 401.E, 401.F						
Date & Time	e :	Friday, October 25, 2024 8:30 AM – 4:30 PM						
Event:		Employment First Summit						
Capacity Al	lowance:	5 th Floor Event Space- 300, New Books-175,						
		Conference Center Rooms - 50						
Total Facilit	ry Use Cost:	\$1,280						
(above info	rmation pulled directl	ly off of contract)						
Licensee Ag	gency Account Inform	ation:						
Buyer Agend	cy Code:							
Buyer Progr	am:							
Buyer Cost	Center:							
Buyer Fund:	•							
Buyer Proje	ct Number:							
Assigned to	Seller:							
Project Nan	ne:							
Project #:								
Award #:								
Task #:								
Account#:								
Cost Canta	r#•							

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

Date Issued: 09/29/2023 Category: 9313

License#: 931319000194

License Period: 08/01/2023 - 07/31/2025

BASIC BUSINESS LICENSE

Billing Name and Address:

Premise/Application's Name and Address:

Registered Agent's Name and Address:

Mechos Dominican Kitchen Of Dakota Crossing

1426 Park Rd, NW

Mechos Dominican Kitchen Of Dakota Crossing

ARIS COMPRESS

1426 Park Rd, NW Washington DC 20010

Washington DC 20010

Owner's Name:

Corp. Name: Mechos Dominican Kitchen Of Dakota Crossing Llc

Trade Name: MECHOS DOMINICAN KITCHEN

CofO/HOP# : CO190337	0 SSL: 4327 1161	Zone : MU-5	Ward :	ANC: 5C	PERM NO.:
Class D		UNITS : 113			

Public Health: Retail Food Establishment - Restaurant

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

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

Interim Director :

Shirley Kwan-Hui

Date: 10/2/2023 10:41:03 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2024

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).

PRODUCER		CONTACT NAME:		
Foundation Insurance Group In 3190 Fairview Park Dr. Ste 104		PHONE (A/C, No, Ext): 703-527-8780	FAX (A/C, No): 703-53	2-8300
Falls Church VA 22042		E-MAIL ADDRESS: certificates@figva.com		
		INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A: Erie Insurance Company		26263
INSURED	MECHDOM-01	ınsurer в : Erie Insurance Exchange		26271
Mecho's Dominican Kitchen of 2450 Market St NE	Dakota Crossing LLC	INSURER C:		
Washington DC 20018		INSURER D:		
		INSURER E :		
		INSURER F:		
COVERACES	OFFICIONE NUMBER - 040400400	DEVICION NU	MDED.	

COVERAGES CERTIFICATE NUMBER: 243190130 REVISION NUMBER:

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.

INSR	ADDLISUBRI POLICY EFF POLICY EXP								
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY	Υ	Υ	Q61-0250773	1/10/2024	1/10/2025	EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000	
	OTHER:							\$	
Α	AUTOMOBILE LIABILITY			Q61-0250773	1/10/2024	1/10/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
В	X UMBRELLA LIAB X OCCUR	Υ	Υ	Q25-1070539	1/10/2024	1/10/2025	EACH OCCURRENCE	\$ 1,000,000	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 1,000,000	
	DED X RETENTION \$ 0							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	Q85-1001021	1/10/2024	1/10/2025	X PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					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	
A	Liquor Liability Liquor Liability	Υ	Υ	Q61-0250773	1/10/2024	1/10/2025	Each Common Cause Aggregate	\$1,000,000 \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 10/25/2024 EVENT AT MLK JR LIBRARY INSURANCE

The Government of the District of Columbia is included as additional insured on the General Liability and liquor liability as required by written contract. Coverage is primary and non-contributory. Umbrella is underlying for General Liability, Liquor liability, and Employers Liability. Certificate holder will receive 30 days notice of cancellation. A waiver of subrogation applies in favor of additional insured as required by written contract.

CERTIFICATE HOLDER	CANCELLATION

The Government of the District of Columbia DC Public Library 901 G Street, NW Washington DC 20001

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

Authorized REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ERIESECURE BUSINESS EXTRA LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Damage To Premises Rented To You - Fire Legal Liability

 Under Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement, the following is added:

Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

The last paragraph of Section I - Coverages Coverage A - Bodily Injury And Property Damage
 Liability - 2. Exclusions is deleted and replaced with
 the following:

Exclusions **2.c.** through **2.n.** do not apply to this coverage. A separate Limit of Insurance applies to this coverage as described in **Section III - Limits of Insurance**.

We do not cover liability assumed by the insured except in an "insured contract".

3. Under **Section V – Definitions**, Paragraph **9.a.** of "insured contract" is deleted and replaced by the following:

9.a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

B. Host Liquor Liability Coverage

Under Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions the following is added to Liquor Liability:

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the furnishing or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, serving, or furnishing of alcoholic beverages.

C. Non-Owned Watercraft

Under Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions - g. Aircraft, Auto or Watercraft, Paragraph 2)a) is deleted and replaced by the following:

This exclusion does not apply to a watercraft that you do not own that is less than 51 feet long.

D. Incidental Medical Malpractice

 Under Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement, the following is added to Paragraph 1.:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

 Under Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions, the following is added:

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident;
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

- The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- 4) Health or therapeutic service, treatment, advice, or instruction.
- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment:
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
 - The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - 4) Health or therapeutic service, treatment, advice, or instruction.

Under Section V – Definitions, the following is added:

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- Health or therapeutic service, treatment, advice, or instruction.

E. Volunteer Workers - Medical Payments

Under Section I – Coverages - Coverage C - Medical Payments - Insuring Agreement, the following is added to Paragraph 1.:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured operations.

F. Attorneys' Fees

Under Section I – Coverages - Supplementary Payments - Coverages A and B, the following is added:

All reasonable attorneys' fees up to \$250 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

G. Municipal Supervisors

The following is added to **Section II – Who Is An Insured**:

Supervisors, if you are a municipality.

H. Non-Owned and Hired Automobile Liability Insurance Coverage

1. Insuring Agreement - Non-Owned and Hired Automobile Liability Insurance Coverage

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by Non-Owned and Hired Automobile Liability Insurance Coverage.

For Non-Owned Automobile Liability Insurance Coverage, the accident must arise out of the use of any "non-owned auto" in your business by any person other than you. However, this insurance would apply for an accident arising out of the use of a customer's auto by you or your "employees" in the course of your business.

For Hired Automobile Liability Insurance Coverage, the accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and
 - 2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

2. Exclusions

The following exclusions are added for Non-Owned and Hired Automobile Liability Insurance Coverage:

a. Damage To Property

"Property damage" to:

- 1) Property owned or transported by you; or
- Personal property in the care, custody, or control of the insured.

b. Handling of Property

"Bodily injury" or "property damage" that results from the handling of property:

- Before it is moved from the place where it is accepted by the insured for loading into or onto a "non-owned auto" or "hired auto"; or
- After it is unloaded from a "non-owned auto" or "hired auto" to the place it is finally delivered by the insured.

c. Fellow Employee

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

d. Racing

Any "auto" while being used in any prearranged or organized racing, speed, or demolition contest, stunting activity, or similar activities, or in practice for any such activities.

3. Section II - Who Is An Insured

For Non-Owned and Hired Automobile Liability Insurance Coverage - Who Is An Insured includes the following:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- With respect to a "non-owned auto", any partner, member of a limited liability company, or executive officer, but only while such "auto" is being used in your business; or
- d. Any other person or organization, but only with respect to liability because of acts or omissions of the insured under Paragraphs **a.**, **b.**, or **c.** above.

The following are not included under Section II -Who Is An Insured:

- a. Any person, member of a limited liability company, or executive officer with respect to an "auto" owned by such partner, member of a limited liability company, or executive officer or a member of their household;
- Any person engaged in the business of their employer, with respect to "bodily injury" to any fellow "employee" of such person injured in the cause of their employment;
- Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto", the owner of a "non-

- owned auto", or any agent or employer of such owner or lessee; or
- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company shown as a Named Insured in the Declarations.
- For Non-Owned and Hired Automobile Liability Insurance Coverage the following is added under Section IV - Commercial General Liability Conditions - 4. Other Insurance - b. Excess Insurance:

This insurance is excess over any other automobile insurance available to you.

6. The following are added to **Section V - Definitions**:

"Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".

"Hired auto" means any auto you lease, hire, or borrow.

This does not include any "auto" you lease, hire, or borrow from any of your "employees", any members of a limited liability company, any partner, "executive officer", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, or borrow which is used in connection with your business. This includes any "auto" owned by or registered in the name of:

- Your "employees" including members of their households;
- b. Partners, including members of their households, if you are a partnership; or
- Members of a limited liability company including members of their households;

but only while such "auto" is being used in connection with your business.

I. Additional Insured - Managers or Owners of Buildings

 The following is added under Section II - Who Is An Insured:

The person or organization who owns, maintains, or uses that part of the premises leased to you, but only with respect to their liability arising out of the premises leased to you.

 The following is added under Section I – Coverages – Coverage A - Bodily Injury And Property Damage – 2. Exclusions: This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant of the premises;
- Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization who is the additional insured; or
- "Bodily injury" to "employees" of the person or organization arising out of and in the course of construction.
- Under Section III Limits Of Insurance, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

J. Additional Insured - Mortgagee, Assignee, or Receiver

 The following is added under Section II - Who Is An Insured:

Any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as a mortgagee, assignee, or receiver arising out of the ownership, maintenance, or use of the premises by you.

 The following is added under Section I – Coverages, Coverage A - Bodily Injury And Property Damage – 2. Exclusions:

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

K. Additional Insured – Lessor of Leased Equipment

 The following is added under Section II - Who Is An Insured:

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage", or "personal or advertising injury" caused, in whole or in part, by your maintenance, operation, or use of equipment leased to you by such person or organization. However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this coverage ends when their contract or agreement with you for such leased equipment ends.

The following is added under Section I – Coverages –
 Coverage A - Bodily Injury And Property Damage
 – 2. Exclusions as well as Section I – Coverages –
 Coverage B – Personal and Advertising Injury – 2.
 Exclusions:

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

L. Damage to Customers' Autos Coverage - Legal Liability

The following is added to Paragraph 1. under Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability - Insuring Agreement:

Insuring Agreement – Damage to Customers' Autos Coverage – Legal Liability

We will pay those sums that the insured is legally obligated to pay as damages because of "property damage" to customers "autos" and "mobile equipment" parked or stored on the "premises" described in the "Declarations". This coverage includes "property damage" from any cause including collision and upset and includes glass breakage and contact with persons, animals, birds, missiles, falling objects, or elevators. Elevator means an auto servicing hoist or jack.

Coverage also applies while a customer's "auto" or "mobile equipment" is temporarily away from "premises" (in connection with the insured's business) or while any insured has control of such "auto" or "mobile equipment".

 The following is added under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions, but only for Damage to Customers' Autos Coverage – Legal Liability:

a. Owned, Rented, or Demo Autos

This insurance does not apply to "property damage" to "autos" or "mobile equipment" owned, rented, or held for demonstration or sale by any insured under the policy.

b. Employee Dishonesty

This insurance does not apply to theft by you or your "employees", directors, trustees, authorized representatives, or any insured under this coverage.

c. Wear and Tear

This insurance does not apply to "property damage" to "autos" or "mobile equipment" caused by wear and tear, freezing, or mechanical or electrical breakdown or failure unless caused by another loss under these coverages.

d. Defective Parts or Faulty Work

This insurance does not apply to "property damage" to "your product" arising out of it or any part of it. This insurance also does not apply to "property damage" to "your work" arising out of it or any part of it.

e. Racing, Speed, or Demolition Contests

This insurance does not apply to "property damage" to an "auto" or piece of "mobile equipment" while operated or being prepared for any prearranged or organized racing, speed, or demolition contest, or stunting activity.

3. For Damage to Customers' Autos Coverage – Legal Liability, the following is added under Section IV – Commercial General Liability Conditions:

Deductible

We will only pay those damages in excess of \$200 for all damages sustained by any one person because of "property damage" to their "auto" or "mobile equipment" as a result of any one "occurrence". We may pay all or part of the \$200 deductible in order to settle any claim or "suit". If we do so, you must repay us the deductible amount we paid.

When only a windshield is damaged, the deductible does not apply if the windshield is repaired and not replaced.

Kentucky Only: Should only safety equipment be damaged, we will not apply the deductible. Safety equipment means the glass and plastic used in the windshield, doors, and windows; and the glass, plastic, or other material used in the lights.

 For Damage to Customers' Autos Coverage – Legal Liability, the following definition is added to Section V - Definitions:

"Premises" means the place where you conduct your operations shown in the Declarations, including the ways immediately adjoining. It does not include any portion of such premises where any other person or organization conducts operations.

M. Waiver of Subrogation

Section IV – Commercial General Liability Conditions – Transfer of Right of Recovery Against Others to Us is deleted and replaced by the following:

We waive any right of recovery against the Additional Insured because of payments we make under this Coverage Form. Such waiver by us applies only to the extent that the insured has waived its right of recovery against the Additional Insured prior to loss.

The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce these rights.

N. Primary and Non-Contributory Insurance

Under Section IV – Commercial General Liability Conditions - Other Insurance the following is added to Paragraph 4.:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- 1. The Additional Insured is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

O. Definitions

The following is added to the definition of "Products-completed operations hazard" under **Section V** - **Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SPECIFIED OPERATIONS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. **Section II Who Is An Insured** is amended to include as an additional insured:
 - 1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
 - 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above;

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
- b. Supervisory, inspection, architectural, or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering, or surveying services.

- 2. "Bodily injury" or "property damage" occurring after:
 - All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph A.1.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Q61-0250773

CANCELLATION NOTICE TO DESIGNATED ENTITY

If we cancel this policy before the expiration date, other than at the request of the Named Insured or for nonpayment of premium, we will mail advance notice to the persons or organizations who are designated on the Declarations as subject to this endorsement. We will mail such notice at least 30 days (IL -60 days) before the effective date of cancellation.

If we cancel due to nonpayment of premium, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 45 days after the effective date of cancellation.

If the Named Insured requests cancellation before the policy expiration date, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 30 days after the Named Insured's request to cancel.

Proof of mailing constitutes proof of notice.

In no event will coverage extend beyond the actual expiration, termination, or cancellation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"Organizations for which the Named Insured has agreed to by written contract executed prior to the loss to furnish waiver"

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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. Commercial Umbrella or Excess Liability 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. All 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.

DCDDC 10.25.24 MOU

Final Audit Report 2024-10-23

Created: 2024-10-23

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

Status: Signed

Transaction ID: CBJCHBCAABAAcQoH5IHblkQfs7ThvUR2ILjTXhsPnaED

"DCDDC 10.25.24 MOU" History

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Agreement completed.
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Interagency Standard Request Form (IASRF) Agreement

(Completed by Awarding Agency after approval of MOU and Setup a Project, Budget & Award in DIFS)

Agreement Title: Space Rental Employment First Summit Agreeme	ent Number
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Buyer Contact

	Program Management	Agency Budget	Agency Accountant
Name	Ngoc Trinh, Chief of Staff	Anthony Young, AFO	Paul Scotman, Accounting Officer
Phone	(202) 481-3877	(202) 730-1551	(202) 671-4230

Buyer Agency: Office of Disability Rights Signature Wichael Troyer 12/12/2024

Seller Contact

	Program Management	Agency Budget	Agency Accountant
Name	Tenikka Greene	Cherylle Pacana	Anieka Chisolm
Phone	202-442-6070	202-727-9114	202-306-1058

Seller Agency: DC Public Library Signature Cherylle Pacana 12/12/24

Description	Attributes	Attributes (additional if needed)	Attributes (additional if needed)
Seller Agency Code and Name	CEO – DC Public Library		
Buyer Agency Code and Name	JRO – Office of Disability Rights (ODR)		
Service Period	10/01/2024 – 09/30/2025		
Further Scope of Services or Conditions Attached (Y or N)			
Extension Amount (Y or N)			
Services GL –Buyers Program & Cost Center	100058 / 70371		
Buyers Fund	4020002		
Buyer Project # – Assigned to Seller	401610		
Project Name	JR0 - DCPL FACILITY		
	USAGE		
Project PATEO	401610, 2001925,		
(Project, Award, Task, Expense Type,	10.02, 7131009		
Organization)			
Funding Amount Agreed Upon	\$1,280		

Original Date 10/2/20; Rev. 8/2022

District Integrated Financial System

Interagency Standard Agreement v1

Government of The District of Columbia \mid Office of The Chief Financial Officer



THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EXECUTIVE OFFICE OF THE MAYOR



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

NOTIFICATION OF MULTI-AGENCY MOU FOR ADA ACCESSIBLE COMMUNICATION SERVICES

TO: Office of Disability Rights (ODR)

FROM: Mayor's Office of Deaf, DeafBlind, and Hard of Hearing (MODDHH)

DATE: November 28, 2023

RE: Notification of Multi-Agency MOU regarding ADA Accessible Communication Services-

Effective Communication Program (ECP)

This memorandum provides notification that MODDHH has requested that the City Administrator sign the attached multi-agency memorandum of understanding ("MOU") on behalf of your agency and other buyer agencies.

Under the MOU, MODDHH will provide ADA accessible communications services to your agency, and your agency will be responsible for the following:

- Payment to MODDHH of \$4,637.50, through the establishment of an Interagency Project in DIFS in that amount. The amount of the payment is based on the actual amount your agency used in FY 2022 for services provided by MODDHH to your agency;
- o Compliance with the conditions of use (Section II.A-C of the MOU) set out in Attachment A of this notification; and
- o Compliance with the payment terms and conditions (Section III.A, 1-4 of the MOU) set out in Attachment B of this notification.

The City Administrator intends to sign the MOU on or about Wednesday, December 19, 2023.

Therefore, by 5:00 p.m. on Friday, December 8, 2023, please sign and date the form below, and return the completed form to Kisha Gore, Chief of Staff at <u>kisha.gore@dc.gov</u>.

Agency Acknowledgment ☐ ODR understands and agrees to comply with the terms and conditions (including payment amount) of the MOU described above. ☐ For the following reason(s), ODR does not agree with the terms and conditions (or payment amount) of the MOU: Signature: Date: 12/18/2023 Printed name and title: Ngoc Trinh, ODR Chief of Staff ,for Director Mathew McCollough



THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EXECUTIVE OFFICE OF THE MAYOR



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

ATTACHMENT A

Conditions of Use

- A. ODDHH shall, upon each request of a Participating Agency, 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 translation ("CART")) for the Participating Agency 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 a Participating Agency, 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 a Participating Agency with at least five (5) 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 a Participating Agency cancels a request for a sign language interpreter or CART with less than three (3) days' notice, the Participating Agency shall be responsible for the full cost charged by the contract vendor for the cancellation.
- C. If a request for sign language interpretation, protactile specialists, or CART services from a Participating Agency 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 the Participating Agency's own cost. ODDHH can assist the Participating Agency with arranging for these services.



THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EXECUTIVE OFFICE OF THE MAYOR



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

ATTACHMENT B

Funding Provisions—Payment

- 1. Each Participating Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Attachment A of this MOU [i.e., the amount set forth in the notification]. The Interagency Project shall be established in a manner that allows ODDHH to directly charge the Project for the costs the ODDHH incurs in providing services to the Participating Agency under this MOU.
- 2. ODDHH shall charge the Interagency Project only for the actual cost of services provided under this MOU.
- 3. For each charge against the Interagency Project, 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 a Participating Agency may increase the relevant Interagency Project amount for FY 2024 listed for the Participating Agency in Attachment A by the mutual agreement of ODDHH and the Participating Agency. In addition, an agency not listed in Attachment A may participate in this MOU by the mutual agreement of ODDHH and the agency.



FACILITY USE AGREEMENT

This event rental Facilities Use Agreement ("<u>Agreement</u>") is entered into by and between the District of Columbia Public Library ("<u>DCPL</u>") and <u>DC Developmental Disabilities Council</u> ("<u>Licensee</u>"), collectively referred to as the "<u>Parties</u>" 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 Agreement which from time to time are available for rent; and

WHEREAS, Licensee desires to rent those premises described in Section 1, and for the purpose described in Section 2; 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, Licensee and DCPL hereby agree as follows:

1. GRANT

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

Space Description	MLK Jr. Memorial Library New Books Area (<i>accommodation for Auditorium</i>), Great Hall, 5 th Floor Event Space, and Conference Rooms 401.A, 401.D, 401.E, and 401.F	
Date & Time ¹	Tuesday, October 31, 2023 9:00 AM – 5:00 PM	
Event	2023 Achieving Employment First Summit	
Capacity Allowance	Conference Center Rooms: 55 New Books Area: 200 5th Floor Event Space: 300 Great Hall: 700	
Total Facility Use Cost	\$1,260	

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*.

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 client 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 client 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.

-

¹ See Event Schedule detailed in Attachment A

2. USAGE

Achieving Employment First is a conference that will bring together local and national experts in Employment First to share strategies for breaking down the barriers people face to achieving substantial, long-term employment as a result of their disabilities. The general plenary sessions will be held in the New Books Area to accommodate accessibility needs, breakout sessions will happen in the Conference Center, breakfast will be held at Marianne's Café before the library opens, and an awards luncheon provided by DC Central Kitchen will be in the 5th Floor Event Space. No alcohol will be served.

3. EXCLUSIVE USE

DCPL limits access and use to Event Space, New Books Area (accommodation for Auditorium), and Conference Center Rooms 401.A, 401.D, 401.E and 401.F 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.

4. NON-EXCLUSIVE USE

Licensee will have non-exclusive use of the **Great Hall**, unless otherwise specified in this Agreement.

5. ROOFTOP TERRACE & GARDEN ACCESS

Non-Exclusive Access to the 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.

6. DEPOSIT AND COST OF SERVICES

Licensee agrees to pay DCPL \$1,260 in the following manner: The full amount will be journalized from Licensee's Agency account to DCPL's Revenue Account. Please provide your Agency codes in the attached memo (see *Attachment B*). After the event, the client may be invoiced for nonroutine cleanup, damages, and time overages that occurred during the event. Price breakdown is as follows:

SERVICE	AMOUNT	QUANTITY	PRICE PER SERVICE
5 th Floor Event Space Rental Fee (D.C. Government At-Cost Rate)	\$1,100 for 6 hours or less	1	\$1,100
Auditorium (New Books serving as Accommodation) Add-On Rental Fee (D.C. At-Cost Government Rate)	\$100	1	\$100
Conference Center Rooms 401.A, 401.D. 401.E and 401.F (D.C. Government At-Cost Rate)	\$40 per room	4	\$160
TOTAL			\$1,260.00

7. AGREEMENT REPRESENTATIVES

DCPL	LICENSEE	
Representative: Ayahna Hunter	Representative: Alison Whyte	
Title: Events Program Coordinator	Title: Executive Director	
Address: 901 G St NW, Washington, DC 20001	Address: 441 4th Street NW, Suite 729N, Washington,	
Telephone No.: 202-227-0768	DC 20001	
Email Address: Ayahna.hunter@dc.gov	Telephone No.: 202-340-8563	
	Email Address: alison.whyte@dc.gov	

8. ALCOHOL SELECTION

☑ Licensee elects to not have Alcohol served for the entire duration of their permitted facility use. Licensee understands that having Alcohol on the premises is a breach of the Agreement and can result in the termination of this Agreement and immediate closing or cancellation of the facilities use, and forfeiture of the facilities use fee.

□ Licensee elects to have Alcohol served during their permitted facility use. Licensee understands that the Alcohol can only be served and provided by Occasions Catering. Licensee understands that having Alcohol on the premises that is not provided and or served by Occasions is a breach of the Agreement and can result in the termination of this Agreement and immediate closing or cancellation of the facilities use, and possible forfeiture of the facilities use fee.

9. CATERING SELECTION

- ☐ Licensee elects to not have any food or beverages on the premises for the entire duration of their permitted facility use.
- □ Licensee 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 is may not be available for large parties.
- Licensee elects to have food and beverages supplied by DCPL's exclusive Caterer, DC Central Kitchen, on the premises for the entire duration of their permitted facility use. Licensee will enter into a separate agreement with Occasions for catering services.
- Licensee has received approval as detailed in *Attachment D*, to have food and beverage supplied by the caterer detailed in *Attachment D*. The Outside Caterer will remain on the premises for the entire duration of their permitted facility use. Licensee will enter into a separate agreement with the Outside Caterer for catering services.

10. ALCOHOL / TOBACCO / DRUG USE

All alcohol must be purchased through DCPL's exclusive caterer, unless a waiver for catering has been granted. 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.

11. CANCELLATION BY LICENSEE

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 clients to the best of its ability to reschedule events up until 90 days before the date of the event, if possible. Due to the ongoing COVID-19 pandemic, the initial 50% deposit fee due at the signing of this Agreement, will be refundable for cancellations made prior to 30 days before the event.

12. 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"). The client 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 client 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 Licensee.

13. ADHERENCE TO COVID-19 RULES, REGULATIONS, AND GUIDELINES

Licensee agrees to follow all rules, regulations, and guidelines set by DCPL and the District of Columbia as detailed in **https://coronavirus.dc.gov** and as provided prior to your program by the DCPL. The Licensee understands that due to the nature of the COVID-19 pandemic, health guidelines are updated on an ongoing basis.

The Licensee is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the District government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

The Licensee is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded. Licensee understands that proof of vaccination of attendees and identification checks may be required.

14. CERTIFICATIONS RELATED TO THE COVID-19 EMERGENCY

The Licensee certifies that it will comply with both Mayor's Order 2021-099 and City Administrator's Order 2021-04, and any applicable vaccine requirements issued by the District of Columbia government, federal government and DCPL.

15. FUNDRAISING

Donations may be directly or indirectly requested for any charitable purpose including philanthropic, social service, patriotic, welfare, benevolent, or educational so long as Licensee is in compliance with DC Code § 44-1701. Licensee must have current registrations for this activity, including the District's basic business license and valid certificate of registration authorizing charitable solicitations. Gambling of any kind is not permitted, including any gaming, bingo, casinos, raffles, auctions, or wagering of any kind as an element of an event.

16. 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. Clients 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. The 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.

17. 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, Board of Library Trustees, or the District of Columbia Government. DCPL, Board of Library Trustees, or the District of Columbia Government 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.

18. PROMOTIONAL DISPLAYS ON PREMISES

Licensee 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.

19. PROHIBITED ITEMS AND MATERIALS

Weapons of any kind. Helium balloons and machines producing bubbles, smoke or fog, glitter, 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. Anything that might stain or damage the floors. Low-adhesive tape to mark the floor may be approved by Event Services. 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. Animals, without prior written approval. Service animals under the ADA are allowed.

20. SECURITY

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

21. 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 the DCPL.

22. ASSIGNMENT

Licensee shall not assign or transfer this Facilities Use Agreement or any portion thereof.

23. ANTI-DEFICIENCY LIMITATION: AUTHORITY

Though no financial obligations on the part of the District are anticipated, Licensee acknowledges that the District is not authorized to make any obligations in advance or in the absence of lawfully available appropriations and that the District's authority to make such obligations is and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351; (ii) D.C. Official Code section 47-105; (iii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§47-355.01 – 355.08, as the foregoing statutes maybe amended from time to time; and (iv) §446 of the District of Columbia Home Rule Act.

24. NOTICE OF NON-DISCRIMINATION

In accordance with District and federal laws, the 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.

25. SEVERABILITY

This Agreement shall be deemed severable and any provision of this Agreement 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.

26. RELATIONSHIP OF THE PARTIES

For the purposes of this Agreement 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 Agreement does not constitute a partnership between the Parties.

27. ENTIRE AGREEMENT/AMENDMENT

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

28. AUTHORIZATION AND ACCEPTANCE

Executive Director

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

DISTRICT OF COLUMBIA PUBLIC LIBRARY

Bv:	Barbara Jumper (Oct 26, 2023 13:34 EDT)	Date: Oct 26, 2023
•	Barbara Jumper	
	Chief Business Officer	
By:		Date:
	Richard Reyes-Gavilan	
	Executive Director	
	(Signature is only required for Events where Alc	cohol is served.)
LIC	EENSEE	
By:	Mison Write	Date: Oct 24, 2023
•	Alison Whyte	

ATTACHMENT A

Event Schedule

Achieving Employment First Summit October 31, 2023

Conference Center Rooms 401.A, 401.D, 401.E, and 401.F,
New Books Area (accommodation for Auditorium), 5th Floor Event Space and Great Hall
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	POINT OF CONTACT	Loading Dock Access Needed?	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
Tuesday, October 31, 2023	8:00 AM	Set-Up	New Books Area, Great Hall, 5th Floor Event Space
Tuesday, October 31, 2023	8:30 AM	Attendee Arrival	MLK Front Entrance
Tuesday, October 31, 2023	9:00 AM	Resource Fair	Great Hall
Tuesday, October 31, 2023	9:00 AM – 9:30 AM	Networking Breakfast	Marianne's Cafe
Tuesday, October 31, 2023	9:30 AM – 10:30 AM	Opening Remarks	New Books Area
Tuesday, October 31, 2023	10:30 AM – 10:50 AM	Location Transition	
Tuesday, October 31, 2023	10:50 AM – 11:45 AM	Breakout Sessions	Conference Center Rooms 401.A, 401.D, 401.E, 401.F
Tuesday, October 31, 2023	11:45 AM – 12:00 PM	Location Transition	
Tuesday, October 31, 2023	12:00 PM – 1:30 PM	Awards Luncheon	5 th Floor Event Space
Tuesday, October 31, 2023	1:30 PM – 1:45 PM	Location Transition	
Tuesday, October 31, 2023	1:45 PM	Event Space Breakdown	5 th Floor Event Space
Tuesday, October 31, 2023	1:45 PM – 2:40 PM	Breakout Sessions	Conference Center Rooms 401.A, 401.D, 401.E, 401.F
Tuesday, October 31, 2023	2:40 PM- 3:00 PM	Location Transition	
Tuesday, October 31, 2023	3:00 PM – 4:00 PM	Afternoon Plenary	New Books Area
Tuesday, October 31, 2023	3:30 PM	Conference Room Breakdown	Conference Center Rooms 401.A, 401.D, 401.E, and 401.F

Tuesday, October 31, 2023	4:30 PM	Breakdown	New Books Area, Great Hall
Tuesday, October 31, 2023	6:30 PM	Breakdown and 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 Descri	
Date & Time	:
Event:	
Capacity Allo	owance:
Total Facility	
(above inform	nation pulled directly off of contract)
_	ncy Account Information:
Buyer Agency Buyer Progra	
Buyer Cost C	
Buyer Fund	
Buyer Projec	t Number
Assigned to	
Project Name	
•	
Project #	
Award #	
Task #	
Account#	
Cost Center#	
Funding Amou	ınt 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.

REV DCDDC 10.31.23 Facility Use Agreement

Final Audit Report 2023-10-26

Created: 2023-10-25

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

Status: Signed

Transaction ID: CBJCHBCAABAAxLR6nygt0c8JSCtWVmC5Eb2NvEEVmPNI

"REV DCDDC 10.31.23 Facility Use Agreement" History

Document created by Linnea Hegarty (linnea.hegarty@dc.gov) 2023-10-25 - 0:28:21 AM GMT- IP address: 108.31.157.92

- Document emailed to Alison Whyte (alison.whyte@dc.gov) for signature 2023-10-25 0:29:27 AM GMT
- Email viewed by Alison Whyte (alison.whyte@dc.gov)
- Document e-signed by Alison Whyte (alison.whyte@dc.gov)

 Signature Date: 2023-10-25 2:11:06 AM GMT Time Source: server- IP address: 73.250.22.110
- Document emailed to Barbara Jumper (barbara.jumper@dc.gov) for signature 2023-10-25 2:11:08 AM GMT
- Email viewed by Barbara Jumper (barbara.jumper@dc.gov) 2023-10-25 2:32:34 AM GMT- IP address: 104.28.39.162
- Email viewed by Barbara Jumper (barbara.jumper@dc.gov) 2023-10-26 3:21:52 AM GMT- IP address: 104.28.77.146
- Document e-signed by Barbara Jumper (barbara.jumper@dc.gov)

 Signature Date: 2023-10-26 5:34:13 PM GMT Time Source: server- IP address: 100.15.186.118
- Agreement completed. 2023-10-26 - 5:34:13 PM GMT



MEMORANDUM

TO: Cherylle Pacana

> Agency Fiscal Officer DC Public Library

FROM: Anthony Young Anthony Coung Agency Fiscal Officer

Office of Disability Rights/Developmental Disabilities Council

DATE: 10/27/23

SUBJECT: Agency Transfer Account Information for DC Public Library Events Rental Costs

Space Description: New Books, Great Hall, 4th Floor Conference Center, and 5th Floor Event Space

Date & Time: Tuesday, October 31, 2023, 9am – 5pm

Event: 2023 Employment First Summit

Capacity Allowance: Conference Center: 55, New Books: 200, 5th Floor Event Space: 300, Great Hall: 700

Total Facility Use Cost: \$1,260

(above information pulled directly off of contract)

Licensee Agency Account Information:

Buyer Agency Code: JR0

Buyer Program: 100158

Buyer Cost Center: 70371

Buyer Fund: 4020002

Buyer Project Number

Assigned to Seller: 401610

Project Name: JRO - DCPL Facility Usage

Project #: 401610

Award #: 2000821

Task #: 10.02

Account #: 7132001

Cost Center #: 70371

Funding Amount Agreed Upon: \$1,260

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.

BILATERAL MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF DEAF, DEAFBLIND, AND HARD OF HEARING AND THE OFFICE OF DISABILITY RIGHTS

TO

MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF DEAF, DEAFBLIND, AND HARD OF HEARING AND THE OFFICE OF THE CITY ADMINISTRATOR

FOR

ADA ACCESSIBLE COMMUNICATION SERVICES FOR PARTICIPATING AGENCIES (INTERAGENCY PROJECT FUNDING) 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 Disability Rights ("ODR") (the "Buyer Agency") and is a bilateral to the MOU for the ADA Accessible Communication Services for Participating Agencies (Interagency Project Funding) FY24 entered into between ODDHH and the office of the City Administrator ("OCA") on behalf of the participating District government agencies listed as "Participating Agencies", including ODR. ODDHH and ODR 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 ODR 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. Participating Agencies are assessed the cost of communication services they will utilize, and those costs are included in a MOU entered into between ODDHH and the City Administrator on behalf of all Participating Agencies.

C. ODR is an included Participating Agency with an assessed cost of \$4,637.50 for FY 2024. ODR requests additional communication services from ODDHH in the amount of \$405.50 due to increased demand for services in the agency and enters into a bilateral MOU to pay for these services.

II. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) and Section III.C. of the MOU for ADA Accessible Communication Services for Participating Agencies (Interagency Project Funding) FY 2024

III. FUNDING PROVISION

- A. Pursuant to Section III.C. of the MOU for ADA Accessible Communication Services for Participating Agencies (Interagency Project Funding) FY 2024, DCPS increases the relevant Interagency Project amount for FY 2024 by an additional \$405.50.
- B. 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>INCORPORATION</u>

Upon the full execution of this MOU all remaining terms and conditions of the MOU for ADA Accessible Communication Services for Participating Agencies (Interagency Project Funding) FY 2024 shall remain in force and effect and are hereby incorporated.

V. DURATION OF THIS MOU

The period of this MOU shall be from October 1, 2023 {the "effective date"} through September 30, 2024, unless early termination occurs in writing by the Parties.

VI. NOTICE

The following individual 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 ODR

Ngoc Trinh Chief of Staff Office of Disability Rights 441 4th Street NW, Suite 729N Washington, DC 20001

Cell: 202-744-2768

Email: Ngoc.Trinh@dc.gov

VII. <u>MODIFICATIONS</u>

The terms and conditions of this MOU as of the dates written below:

Office of Disability Rights MADMe Collough	
	7/22/2024
Mathew McCollough Director	Date
Office of the Deaf, DeafBlind, and Hard of Hearing	
Kari Cooke Director	Date



Interagency Standard Request Form (IASRF) Agreement

(Completed by Awarding Agency after approval of MOU and Setup a Project, Budget & Award in DIFS)

Agreement Title: MOU FOR THE OFFICE OF DISABILITY RIGHTS	Agreement Number
--	------------------

Buyer Contact

	Program Management	Agency Budget	Agency Accountant
Name	Ngoc Trinh	Anthony Young	Antwan Gupta
Phone	MS Teams	MS Teams	MS Teams

Buyer Agency: Office of Disability Rights (ODR) Michael Troyer for All

Seller Contact

	Program Management	Agency Budget	Agency Accountant
Name	Howard Etwaroo	Dominiquica Higginbotham	Hugo Figueredo
Phone	202-727-2925	202-727-8879	240-491-2603

Seller Agency: <u>Mayor's Office of Talent and Appointments (MOTA)</u>

Description	Attributes	Attributes (additional if needed)	Attributes (additional if needed)
Seller Agency Code and Name	•		
Buyer Agency Code and Name	JR0 - Offic of Disability Rights		
Service Period	10/01/23 - 9/30/24		
Further Scope of Services or Conditions Attached (Y or N)			
Extension Amount (Y or N)			
Services GL –Buyers Program & Cost Center	700227-70368		
Buyers Fund	1010001		
Buyer Project # – Assigned to Seller	401533		
Project Name	EOM Support Services	S	
Project PATEO			
(Project, Award, Task, Expense Type, Organization)	401533-1000522-10.01 7131029-70368		
Funding Amount Agreed Upon	6,000.00		

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

MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF DISABILITY RIGHTS AND

THE EXECUTIVE OFFICE OF THE MAYOR'S SUPPORT SERVICES FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between The Office of Disability Rights (ODR) and The Office of Support Services (EOM), 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".

The Office of Disability Rights (ODR) has requested the services of The Executive Office of the Mayor's Support Services to provide transportation, courier, and associated, general administrative services under the agreed upon terms and conditions outlined within the following Statement of work.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The primary purpose for this interagency collaboration is for Support Services to facilitate the efforts of The Office of Disability Rights (ODR) overall agency goals and objectives by providing transportation, courier, procurement, and associated administrative services that shall benefit the District in various facets of operation.

The Office of Support Services' specific performance obligations in providing services to ODR shall be governed by the Statement of Work which may be revised by the parties by mutual agreement from time to time without otherwise changing the terms of this MOU.

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 EOM SUPPORT SERVICES

"Support Services" entails services deemed appropriate and necessary in order to maintain and support viable aspects of transportation and courier services.

- 1. Provide transportation to ODR staff to and from desired destination upon request pursuant to driver and vehicle availability.
- 2. Provide interagency courier services upon request and pursuant to driver and vehicle availability.
- 3. Create and submit requests for credentialing that will allow staff access to the appropriate buildings and work sites.
- 4. Create and process "new hire" requests as well as "exiting" employees leaving or transferring within District agencies.
- 5. Provide general administrative services pertinent to the execution of the functions outlined within the Scope of Services.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from October 1, 2023, through September 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 one hundred-twenty days (120) of October 1, 2023, through September 30, 2024, 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 one hundred-twenty days (120) 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 \$6,000.00 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Parties' estimate of the actual cost of the goods and/or services that will be provided under this MOU.

In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

- 1. Payment for the goods and services shall be made through an Intra-District advance by the Buyer (ODR) to the Seller (Support Services) based on the total amount of this MOU, 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.
- 2. The Buyer Agency shall transmit to the Seller Agency shall submit a payment in the amount set forth in Section VI.A of this MOU, as an advance payment for the goods and/or services to be provided by the Seller Agency under 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 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.
- C. 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.

XII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency

Mathew McCollough, Director Office of Disability Rights (ODR) 441 4th Street, NW Suite 729 North Washington, DC 20001 Phone: (202) 724-5055 (Office)

Seller Agency

Howard Etwaroo Associate Director of Budget & Performance Mayor's Office of Talent and Appointments (MOTA) 1350 Pennsylvania Avenue, NW – 6th Floor Washington, DC 20004 (202) 727-2925 (Office)

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Mathew McCollough, Director and Howard Etwaroo for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the relevant Deputy Mayor(s) 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:

The Office of Disability Rights

MAOMe Collough	October 25, 2023	
Mathew McCollough	Date	
Director, ODR		
The Executive Office of the Mayor		
Whar	Sept 25, 2023	
Lindsey Parker	Date	
Chief of Staff, EOM		