OFFICE OF THE CHIEF TECHNOLOGY OFFICER GOVERNMENT OF THE DISTRICT OF COLUMBIA	**MOU Executive Brief OCTO Division**
OCTO Deputy/Executive: Carol Harrison	**Program Manager:** Mark McDermott
Agency: DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD (PERB)	**Dollar Amount:** $3,900.00
Date Submitted: Oct 4 2023 11:23AM	**eMOU#:** TO0CG0-2024-02060

Project Description:

This MOU covers production application support for the PERB CaseTrack/CaseSearch application ("Application") for Fiscal Year 2024.

Risks:

Challenges:

Urgency: [X] Normal [ ] Rush [ ] Expedite

MEMORANDUM OF UNDERSTANDING

BETWEEN

DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD

AND

DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER

FOR FISCAL YEAR 2024

MOU Number: TO0CG0-2024-02060

I. INTRODUCTION

This Memorandum of Understanding (**"MOU"**) is entered into between the **DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD** ("Buyer Agency") and the **OCTO** ("Seller Agency"), each of which is individually referred to in this MOU as a "Party" and both of which together are collectively referred to in this MOU as the "Parties".

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

This MOU represents services provided by OCTO to the Public Employee Relations Board to support the currently in production PERB CaseTrack application, which was developed by OCTO's Applications Development & Operations program.

IV. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF SELLER AGENCY

The Seller Agency shall provide a total of 160 hours of:

1. Application management and maintenance;

2. Monthly Application patching to address known vulnerabilities; and

3. Technical support.

4. Provide monthly status on expenses related to the funds provided in this MOU; Minor enhancements to the Application which:

(a). do not require underlying architecture change.

B. RESPONSIBILITIES OF BUYER AGENCY

The Buyer Agency shall:

1. Provide a Point of Contact ("POC") for PERB;

2. Verify from the PERB side that the Application is operating without issue after each patching cycle; and

3. Provide the funding described under the heading "Payment" in this MOU.

V. DURATION OF THIS MOU

A. PERIOD

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

B. EXTENSION

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

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **$3,900.00** for Fiscal Year 2024. The total cost of the goods and/or services is based on the [Buyer and] Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

B. PAYMENT

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

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

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

C. ANTI-DEFICIENCY CONSIDERATIONS

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

VII. AMENDMENTS

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

VIII. CONSISTENT WITH LAW

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

IX. COMPLIANCE AND MONITORING

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

X. RECORDS AND REPORTS

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

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

XI. TERMINATION

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

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

XII. NOTICES

The following individuals are the contact points for each Party:

PERB
Clarene P. Martin

717 14th Street NW
Washington, D.C.,
Phone: (202) 727-4990
Email : clarene.martin@dc.gov

OCTO
Mark McDermott

200 I ST SE, 5th Floor
Washington, D.C. 20003
Phone : (202) 727 5959
Email :mark.mcdermott@dc.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Clarene P. Martin and the Mark McDermott for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of **DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD** and **OCTO** for resolution.

XIV. CONFIDENTIAL INFORMATION

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

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

DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD, District of Columbia

Clarene Martin

Date: 11/17/2023

Executive Director
Clarene Martin

DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER

Stephen N Miller
boxSIGN 465ZZKY1-1R7LIX8W

Date: Nov 21, 2023

Acting Chief Technology Officer
Dr. Christopher R. Rodriguez

INTRA-DISTRICT STANDARD REQUEST FORM
Government of District of Columbia

MOU Number: TO0CG0-2024-02060 **Date of MOU:** 10/06/2023

Buyer Information

Agency Name: PERB
Agency Code: CG0
Name of Contact: Paul K. Blake
Address: 717 14th Street NW
Telephone #: (202) 727-4990
Fax #:

Paul K. Blake
Signature

Date: 11/20/2023

Seller Information

Agency Name: OCTO
Agency Code: TO0
Name of Contact:
Address: 200 I ST, SE WASHINGTON, DC 20003
Telephone #:
Fax #:

Signature

Date:

Service Information and Funding Codes

GOOD/ SERVICE:

Buyer

AGY	YR	ORG	FUND	INDEX	PCA	OBJ	AOBJ	GRANT	PROJ	AG1	AG2	AG3	AMOUNT

Seller

AGY	YR	ORG	FUND	INDEX	PCA	OBJ	AOBJ	GRANT	PROJ	AG1	AG2	AG3	AMOUNT

eMOU Approval History

11/21/2023 9:29:58 AM

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Step Name	Name	Status Name	Status Date	Comments
MOU Author Review	Juan Easley (OCTO)	Approved	10/4/2023 2:48:27 PM	
OCTO Program Manager Review	Mark McDermott (OCTO)	Approved	10/4/2023 4:17:59 PM	
OCTO General Counsel Review	Regal, Victor (OCTO) (OCTO)	Approved	10/6/2023 3:00:24 PM	
OCTO Executives Review	Carol Harrison (OCTO)	Approved	10/6/2023 3:26:18 PM	
Buyer Agency Final Review of MOU	Clarene P. Martin (PERB)	Approved	11/6/2023 10:28:29 AM	
MOU Signature - Buyer Agency	Clarene P. Martin (PERB)	Signed	11/17/2023 6:42:20 PM	
IDSR Form Signature - Buyer Agency	Paul Blake, AFO (OCFO)	Signed	11/20/2023 9:40:01 AM	