GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
GOVERNMENT OPERATIONS CLUSTER
OFFICE OF FINANCE AND RESOURCE MANAGEMENT

MEMORANDUM

TO: **Eric Cannady**
Deputy Chief Financial Officer
Office of the Chief Financial Officer

Thru: **Angelique Rice**
Associate Chief Financial Officer
Government Operations Cluster

FROM: **Paul Blake, Agency Fiscal Officer**
Government Operations Cluster Paul K. Blake

DATE: **March 22, 2024**

SUBJECT: FY24 Request to Establish Inter-Agency Budget Authority for the Public Employee Relations Board (CG0)

The Public Employee Relations Board (CG0) is requesting a budget authority increase for an interagency project to obtain DES Licenses. This interagency agreement is between the Public Employee Relations Board and the Department of Small and Local Business Development (EN0). Attached is documentation supporting this request which includes a copy of the R025 report, IASRF, journal entry and the signed MOU.

Fund Detail	Project#	Award#	Project Phase Year	Interagency Requested Amount	Current FY24 Budget	Revised Budget Amount
1010001	402175	1000906	FY24	$168.00	$0.00	$168.00

If you have any questions, please contact Paul Blake at 202-727-9833.

441 4th St, N.W. * Suite 890 North * Washington, D.C. 20001
Phone: (202) 727-0333 * Fax: (202) 727-0659

DIFS Journal Budget Entry (OPERATING BUDGET ONLY)

Government of the District of Columbia	Originating Agency Code and Name:	CG0- Public Employee Relations Board	DATE
			03.22.24

DOCUMENT INFORMATION

Fiscal Year:	24		Agency Director:		Budget Document Amount: $168.00
Period:			Agency CFO:	Paul K. Blake	
Effective Date:		3/22/24	Associate CFO:		

Approval Required for the Following (Check all that apply):				Approval Level:			
	Shift Between Agencies/Projects		Shift Between Responsibility Centers/Programs		Agency		DC Council
	Shift Between Control Centers/Activities	X	Shift Within Responsibility Centers/Programs	X	OBP		

FUND	AGENCY	PROGRAM	COST CENTER	ACCOUNT	PROJECT	AWARD	TASK	SUB-TASK	EXPENDITURE TYPE	CURRENT BUDGET AUTHORITY	AMT OF DECREASE	AMT OF INCREASE	REVISED BUDGET AUTHORITY
1010001	CG0	100092	50279	7132001	000000	0000000				89170.00	(168.00)		89002.00
1010001	CG0	100092	50279	7132001	402175	1000906	24.00	24.01		0.00		168.00	168.00
TOTAL										89,170.00	(168.00)	168.00	89170.00

DESCRIPTION: The Public Employee Relations Board(CG0) is requesting a reallocation of funding for an interagency agreement with the Department of Small and Local Business Development (EN0) for DES licenses

Interagency Standard Request Form (IASRF) Agreement

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

Agreement Title: Agreement Number_____

Buyer Contact

	Program Management	Agency Financial Manager	Agency Fiscal Officer
Name	**Crystal Davis**	**Selam kore**	**Paul Blake**
Phone	**202-669-9905**	**202.727.2720**	**202.727.9833**

Buyer Agency: Public Employee Relations Board **Signature** Paul K. Blake

Seller Contact

	Program Management	Agency Budget	Agency Fiscal Officer
Name	**Sirah Turner**	**Ana Reyes**	**Curtis Lewis**
Phone	**202-770-6283** **sirah.turner@dc.gov**	**202-724-8119** **ana.reyes@dc.gov**	**202-724-7206** **curtis.lewis3@dc.gov**

Seller Agency: Department of Small and Local Business Development **Signature** Curtis Lewis Digitally signed by Curtis Lewis Date: 2024.04.19 14:44:14 -04'00'

Description	Attributes	Attributes (additional if needed)	Attributes (additional if needed)
Seller Agency Code and Name	**EN0-DSLBD**		
Buyer Agency Code and Name	**CG0-PERB**		
Service Period	**10/1/23 – 9/30/24**		
Further Scope of Services or Conditions Attached (Y or N)	**Y**		
Extension Amount (Y or N)	**N**		
Services GL –Buyers Program & Cost Center	100092 & 50279		
Buyers Fund	1010001		
Buyer Project # – Assigned to Seller	402175		
Project Name	CG0. FY24 DES Licenses		
Project PATEO (Project, Award, Task, Expense Type, Organization)	402175, 1000906, 24, 7132001, CG0		
Funding Amount Agreed Upon	$168.00		

MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD
AND
DISTRICT OF COLUMBIA DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("**MOU**") is entered into between the District of Columbia Public Employee Relations Board ("PERB" or "**Buyer Agency**") and the District of Columbia Department of Small and Local Business Development ("**DSLBD**" or "**Seller Agency**"), collectively referred to herein as the "Parties" and individually as "Party."

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

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

IV. SCOPE OF SERVICES

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

A. RESPONSIBILITIES OF SELLER AGENCY

1. The Seller Agency must provide the projected costs of the goods/services under this MOU. This detail shall be provided in the table in Section VI.A.

2. The Seller Agency works with the Buyer agency to complete the Interagency funding process using District Integrated Financial System (DIFS) on, or before, June 16, 2024

B. RESPONSIBILITIES OF BUYER AGENCY

1. The Buyer Agency agrees to the terms, projected costs, and the funds' availability as associated with this MOU.

2. The Buyer Agency begins the Interagency funding process using DIFS within ten (10) days of the execution of the MOU.

3. The Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU.

4. The Buyer Agency works with the Seller Agency to complete the Interagency funding process using DIFS on, or before, June 16, 2024.

V. DURATION OF MOU

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

VI. FUNDING PROVISIONS

A. COST OF GOODS/ SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $168.00 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU listed herein:

LICENSE	UNIT PRICE	QTY	TOTAL
Lightning Platform Starter Unlimited Edition/Gov Cloud Access/Encryption Access	$168.00	1	$168.00

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

B. PAYMENT

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

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

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

C. ANTI-DEFICIENCY CONSIDERATIONS

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

VII. AMENDMENTS

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

VIII. COMPLIANCE WITH LAW

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

IX. COMPLIANCE MONITORING

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

X. RECORDS AND REPORTS

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

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

XI. TERMINATION

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

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

XII. NOTICES

The following individuals are the contact points for each Party:

PERB
Crystal Davis
Administrative Officer
100 4th Street, SW, Suite 630E
Washington, DC 20024
Phone: 202-669-9905
Email: crystal.davis2@dc.gov

DSLBD
Sirah Turner
Chief Administrative Officer
441 4th Street, NW, Suite 850N
Washington, DC 20001
Phone: (202) 770-6283
Email: sirah.turner@dc.gov

XIII. RESOLUTION OF DISPUTES

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

XIV. CONFIDENTIAL INFORMATION

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

Signatures to follow

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

BUYER AGENCY - PUBLIC EMPLOYEE RELATIONS BOARD

/s/ Royale Simms

Royale Simms
Acting Executive Director

Jan-10-2024

Date

SELLER AGENCY - DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT

Rosemary Suggs-Evans
Interim Director

02/01/2024

Date

Office of the Chief Financial Officer
District Integrated Financial System (DIFS)

R025 YTD Budgetary Control Analysis Report - DC Authority Reporting

Run date 03-21-2024 03:50:22

Control Budget	DC Authority Reporting
Fiscal Year	2024
Period	ALL
Agency	CG0
Fund	1010001
Account	7132001
Program	100092
Cost Center	50279
Project	ALL
Award	0000000

Agency	Agency Description	Appropriated Fund	Fund	Account Category Description (Parent Level 3)	Account Group (Parent Level 1)	Account Group (Parent Level 1) Description	Account	Account Description	Program	Cost Center	Cost Center Description	Project	Project Description	Award	Award Description	Initial Budget	Adjustment Budget	Total Budget	Commitment	Obligation	Expenditure	Other Consumption	Available Budget
CG0	PUBLIC EMPLOYEE RELATIONS BOARD	LOCAL FUND	1010001	NON-PERSONNEL SERVICES	713200C	CONTRACTUAL SERVICES - OTHER	7132001	CONTRACTUAL SERVICES - OTHER	100092	50279	EXECUTIVE DIRECTOR'S OFFICE - CG0	000000	NO PROJECT	0000000	NO AWARD	$89,170.00	-$10,828.00	$78,342.00	$0.00	$60,000.00	$3,200.00	$0.00	$15,142.00