MEMORANDUM OF UNDERSTANDING

BETWEEN

DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD

AND

DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER

FOR FISCAL YEAR 2025

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 OFFICE OF THE CHIEF TECHNOLOGY OFFICER** ("OCTO" or "Seller Agency"), each of which is individually referred to in this MOU as a "Party" and both of which together are collectively referred to in this MOU as the "Parties".

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

This MOU covers support of the PERB CaseSearch application ("Application") for Fiscal Year 2025.

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.

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 **October 01, 2024** (the "effective date") through **September 30, 2025**, unless early terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of **four (4) 12-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 this MOU's initial or extended term. 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 2025. The total cost of the goods and/or services is based on the Buyer Agency and Seller Agency's estimate of the actual cost of the goods and/or services 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 to allow the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

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

3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable. [NOTE: THE PARTIES MAY AGREE TO A PROCESS FOR DOCUMENTING PERSONNEL COSTS IN THE PROJECT. IF SO, THE PHRASE "OTHER THAN PERSONNEL COSTS DOCUMENTED IN PEOPLESOFT" SHOULD BE REVISED TO "INCLUDING PERSONNEL COSTS. "]

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 or 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. The Buyer 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 the other Party thirty (30) calendar days advance written notice.

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
Royale Simms
899 North Capitol Street, NE, Suite 8600, Washington, DC 20002
Phone:202-727-1822
Email: royale.simms@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 Royale Simms and Mark McDermott for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of the **DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD** and the **DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER** 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 hereto have executed this MOU as follows:

FOR THE PUBLIC EMPLOYEE RELATIONS BOARD

Royale Simms

Royale Simms
Acting Executive Director

9/26/2024

Date

FOR THE OFFICE OF THE CHIEF TECHNOLOGY OFFICER

Stephen Miller
Acting Chief Technology Officer

Date