

GOVERNMENT OF THE DISTRICT OF COLUMBIA

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

MAYOR'S OFFICE ON ASIAN AND PACIFIC ISLANDER AFFAIRS

AND THE

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

I. INTRODUCTION

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the Mayor's Office on Asian and Pacific Islander Affairs ("OAPIA") and the District of Columbia Department of Housing and Community Development ("DHCD"). OAPIA and DHCD are each referred to as "Party" and collectively referred to herein as the "Parties".

II. OVERVIEW/PROGRAM GOALS AND OBJECTIVES

DHCD provides programs and activities that support and preserve affordable housing, increase homeownership opportunities and promote neighborhood revitalization for the benefit of low- and moderate-income households in the District of Columbia. Through its Residential and Community Services Division ("RCS"), DHCD funds and administers Neighborhood Based Activities ("NBA") programs that provide, among other things, housing counseling, tenant education, eviction and foreclosure counseling, and small business support services in targeted commercial areas.

OAPIA's mission is to improve the quality of life for District Asian Americans and Pacific Islanders ("AAPI") through advocacy and engagement. OAPIA advises the Mayor, the Council, and District agencies on the views, needs, and concerns of the AAPI community. OAPIA provides recommendations on District programs and initiatives affecting the AAPI community, and helps coordinate programs and initiatives within the District government that promote the overall welfare of the AAPI community.

The MOU establishes a collaborative agreement between the Parties to provide community education and outreach on DHCD programs and services to limited or non-English proficient (LEP/NEP) District residents or persons who desire to reside in the District and to provide funding to OAPIA that will support translation, interpretation, printing, and other related outreach services.

III. 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 do hereby agree:

RESPONSIBILITIES OF DHCD

DHCD shall:

1. Transfer to OAPIA in Fiscal YEAR 2015 through the Intra-District process Fifty Thousand Dollars (\$50,000.00) in Appropriated Funds to cover the costs of services provided under this MOU.
2. Work closely with OAPIA to ensure that DHCD programs materials and content are available for outreach and education.
3. Provide technical assistance to OAPIA regarding NBA program administrative and program requirements.
4. Facilitate meetings, as necessary, between OAPIA staff and DHCD Residential Community Services.
5. Monitor the project performance of OAPIA against the goals and performance standards stated in the MOU.
6. Approve all eligible NBA activities and costs associated with the MOU.

RESPONSIBILITIES OF OAPIA

A. Services

OAPIA shall identify partners and resources to conduct education and outreach efforts concerning DHCD programs and initiatives. OAPIA shall:

1. Hire qualified staff (equivalent to 1 FTE) that will carry out responsibilities of OAPIA under the MOU.
2. Ensure that the approved activities under this Agreement are carried out according to the Activity Work plan, attached hereto as Schedule B-2.
3. Provide services to include translation and interpretation for DHCD housing counseling clients. In addition, provide marketing and outreach of DHCD housing counseling programs.
4. Provide services to Small Businesses to include, among other things, promoting DHCD's Façade Improvement Program and technical assistance on facades.
5. Inspect work performed under the MOU for quality, timeliness, and compliance prior to submission of final report to DHCD.
6. Submit to DHCD a final report that details the MOU project accomplishments, activities and milestones as defined in the work plan section of the Statement of Work and provide an explanation for unmet deadlines and give a revised completion date. The description of accomplishments should include the number of contacts with individuals and businesses and indicate the type of services provided.
7. Notify DHCD in writing of any change(s) to the Project deliverables, activities or services and provide an explanation for the change(s).

8. Notify DHCD in writing of any change(s) in the Project budget, attached hereto as Form A (1). Any amendment to the budget (change in the amounts specified in the individual cost categories) must be prior approved by DHCD. All budget modification requests must be accompanied by supporting documentation.
9. Ensure that the Appropriated funds are expended solely for eligible NBA activities and costs specified in the MOU.
10. Respond to requests for Project information, records or inspections from DHCD within the time frames established by the requestor.

B. Target Population

Asian Americans and Pacific Islanders who are District of Columbia residents or are seeking to reside in the District of Columbia and AAPI merchants who own or operate small businesses in the District of Columbia, particularly those AAPI merchants with limited English proficiency and face linguistic and cultural barriers.

C. Duration of Services

OAPIA shall specify, as part of its project plan within the Statement of Work, a timeline for the completion of outreach efforts and other deliverables under the MOU.

IV. DURATION OF MOU

This MOU shall be effective as of the date the last Party to the MOU executes this Agreement through September 30, 2015, unless terminated in writing by the Parties prior to the expiration date. Notwithstanding the foregoing provision, the MOU may be extended to cover any additional time period during which OAPIA remains in control of funds under this MOU.

V. AUTHORITY FOR MOU

D.C. Official Code 1-301.01 (k); the District of Columbia Community Development Act of 1975 (D.C. Official Code 6-1002 *et seq.*); the District of Columbia Reorganization Plan No. 3 of 1975, "Fiscal Year 2015 Budget Request Act of 2014, July 11, 2014, D.C. Act 20-0370; 61 DCR 7187; District of Columbia Five Year Consolidated Plan Fiscal Year 2011-2015; the District of Columbia Language Access Act of 2004, and any other authority under the Parties' programs.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed Fifty Thousand Dollars (\$50,000.00) in Fiscal Year 2015. Funding for the services shall not exceed the actual cost of services outlined in Form A (1).
2. In the event of termination of the MOU, re-payment of any remaining Appropriated monies to DHCD may be held in abeyance pending all required fiscal reconciliation, but no longer than September 30 of 2015.

FY 2015 MOU Between DHCD and OAPIA

B. PAYMENT

1. Payment for the goods and services shall be made through an Intra-District advance by DHCD to OAPIA based on the total amount of this MOU.
2. Advances to OAPIA for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
3. OAPIA shall maintain payment reconciliation records for all costs expended under this MOU.
4. DHCD is not obligated to reimburse OAPIA for costs incurred in excess of the cost ceiling specified in the MOU budget.
5. The Parties' Director or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.
6. DHCD will disburse Appropriated funds to OAPIA, subject to a determination by DHCD's Office of Program Monitoring that the proposed activities/services to be provided under this MOU meet eligibility requirements of DHCD's programs

C. ANTI-DEFICIENCY CONSIDERATIONS:

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code 47-355.01-355.08, (iii) D.C Official Code 47-105, and (iv) D.C. Official Code 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by appropriated funds, OAPIA will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable DHCD program requirements.

VIII. RECORDS AND REPORTS

- A. OAPIA shall retain all records pertinent to the activities funded under this Agreement for a period of three (3) years following expiration or termination of this MOU.
- B. Records to be maintained – OAPIA shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 1. Records providing a full description of each activity undertaken;
 2. Records required to determine the eligibility of MOU activities;
 3. Records documenting compliance with the District's equal opportunity requirements; and

4. Financial records.

- C. OAPIA shall make these documents available for inspection by duly authorized representatives of DHCD and other District officials as may be specified by DHCD.
- D. Upon final completion of the projects and activities for which Appropriated funds monies have been provided by DHCD, expiration of the term of the MOU, cancellation, or termination of the MOU, OAPIA shall transfer to DHCD any unspent, excess or surplus Appropriated funds, to include accounts receivable attributable to the use of the Appropriated funds.

OAPIA shall submit to DHCD a Close-Out Report within thirty (30) days after expiration of the MOU, termination of the MOU, or final payment for activities under this Agreement, whichever occurs later. The Close-Out Report shall, at a minimum, include a narrative of OAPIA's completed tasks based on the activities, performance measures and goals outlined in the Statement of Work. Attachments to the Close-Out Report shall include:

- i. Final Expenditure Report
- ii. Final Performance Report
- iii. Narrative Report, which summarizes the quantitative evidence of the MOU services and activities provided to beneficiaries in District communities and a narrative discussion of the qualitative impact of the MOU Project on District communities.

IX. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DHCD.

X. TERMINATION

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

XI. NOTICE

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

Lamont Lee
Supervisory Program Manager, Residential and
Community Services Division
Department of Housing and Community Development
1800 Martin Luther King Jr. Avenue, SE
Washington, DC 20020
(202) 442-7161

Dory Peters
Special Assistant
Government of the District of Columbia
Executive Office of the Mayor
Office on Asian and Pacific Islander Affairs
441 4th Street, NW, Room 721N
Washington, DC 20001

XII. MODIFICATIONS

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

XIII. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent of third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Law 18-371, 58 DCR 1185, April 8, 2011) to procure the goods or services of the agent or third party.

XIV. MISCELLANEOUS

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

SIGNATURE PAGE FOLLOWS


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

MAYOR'S OFFICE ON ASIAN AND PACIFIC ISLANDER AFFAIRS

Soohyun Koo
Executive Director

Date

**DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**




Michael P. Kelly
Director

10.23.14

Date

Approved for Legal Sufficiency



Office of General Counsel

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

MAYOR'S OFFICE ON ASIAN AND PACIFIC ISLANDER AFFAIRS

Soohyun Koo  Date 10/15/2014
Executive Director

DISTRICT OF COLUMBIA

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Michael P. Kelly Date
Director

Approved for Legal Sufficiency

Assistant Attorney General

INTRA DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART II

DATE: 10/01/15

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SERVICE INFORMATION AND FUNDING CODES

All fields must be completed in their entirety

Good/ Service	Advocacy and Community Outreach
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Total Value	\$50,000.00
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	Agy	Year	Org Code	Index	PCA	Object	Agy Obj	Grant/Phase	Project/Phase
Seller	AP0	2015	0100	APDB0	22000	4600	4600		AP0DB0/15
Buyer	DB0	2015	0300	PCDBG	03011	0506	0506	00CDBG/15	

Good/ Service

Total Value

[illegible]

Good/ Service

Total Value

[illegible]

Good/ Service

Total Value

[illegible]

INTRA DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I

MOU NUMBER _____

DATE OF MOU _____

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AGENCY: _Office on Asian and Pacific Islander Affairs_ AGENCY CODE: AP0

NAME OF CONTACT: _Mohammed Awan_

ADDRESS: _441 4th Street, NW Suite 890N_

Washington, DC 20001

TELEPHONE (202) _727-6503_

FAX (202) _727-2202_

AUTHORIZING OFFICER: _____ DATE: _____

=====

AGENCY: _DEPT. HOUSING & COMMUNITY DEVELOPMENT_ AGENCY CODE: DB0_

NAME OF CONTACT: _DOUGLAS A. KEMP, AFO_

ADDRESS: _1800 MLK AVE SE WASHINGTON DC 20020_

TELEPHONE (202) _442 7173_

FAX (202) _645-5884_

AUTHORIZING OFFICER:  DATE: 11/17/14

The authorizing officer represents that the funds are appropriated and lawfully available for the contemplated purpose or allowable and eligible under the grant agreement, if applicable.

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION