



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF HOUSING & COMMUNITY  
DEVELOPMENT  
AND  
D.C. DEPARTMENT OF HUMAN RESOURCES  
FOR FISCAL YEAR 2015**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between the DHCD ("Buyer Agency") and the D.C. Department of Human Resources ("Seller Agency"), collectively the "Parties."

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k) (2010 Supp.).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Mayor has delegated to the Buyer Agency personnel management responsibilities for its day-to-day operations, but Buyer Agency lacks human resources processing infrastructure. Accordingly, Buyer Agency has requested that Seller Agency provide its human resources support services.

**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**

Pursuant to the provisions of the Comprehensive Merit Personnel Act and the District Personnel Manual, the Seller Agency will provide the following services to the Buyer Agency;

1. Recruitment and Staffing Services;

## **B. RESPONSIBILITIES OF BUYER AGENCY**

In support of the above services, the Buyer Agency shall:

1. Provide the Seller Agency, or ensure its employees provide, all documentation reasonably necessary to carry out its responsibilities under this Agreement;
2. Ensure that its employees are actively enrolled in Employee Self Services;
3. Designate individuals on Buyer Agency's staff to serve as a Human Resources Authority and an Alternate Human Resources Authority (HRA and AHRA, respectively), who will coordinate with Seller Agency personnel to facilitate the agreed upon services.
4. Coordinate, in good faith, with the Seller Agency before engaging in any corrective or adverse action procedure; non-union dispute resolution or mediation; or non-union grievance process;
5. Ensure that all its managers are properly trained in performance management concepts and PeopleSoft's ePerformance application. The HRA and AHRA shall be responsible for agency level ePerformance training and administration, once they have received initial training from the Seller Agency; and
6. Conform to the Comprehensive Merit Personnel Act, as implemented by the District Personnel Manual and E-DPM Instructions.

#### **IV. DURATION OF MOU**

The period of this MOU shall be from **October 1, 2014**, through **September 30, 2015**, unless terminated in writing by the Parties pursuant to Section XI of this MOU.

#### **VI. FUNDING PROVISIONS**

##### **A. COST OF SERVICES**

Total cost for goods and services under this MOU shall not exceed **\$40,000** for Fiscal Year 2015. Funding for goods and services shall not exceed the actual cost of the goods and services provided, including labor, materials and overhead. The estimated cost of the goods and services is outlined in Attachment A.

##### **B. PAYMENT**

1. Payment for the goods and services shall be made through an Intra-District advance by Buyer Agency to Seller Agency based on the total amount of this MOU.
2. Buyer Agency shall report all services received under this MOU in its monthly Financial Review Process (RFP) report to the Office of Budget and Planning.
3. Advances to Seller Agency for the services to be performed and goods to be provided shall not exceed the amount of this MOU **\$40,000**.
4. Seller Agency shall receive the advance and bill Buyer Agency through the Intra-District process only for those goods and services actually provided pursuant to the terms of this MOU. Seller Agency shall notify Buyer Agency within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. Seller Agency shall return any excess advance to Buyer Agency within thirty (30) days of the end of the current fiscal year.



### **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 conditioned.

### **VII. AMENDMENTS AND MODIFICATIONS**

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

### **VIII. CONSISTENCY WITH LAW**

The Parties shall comply with all applicable laws, rules and regulations whether now in effect or subsequently enacted or promulgated, and agree to be governed by the Comprehensive Merit Personnel Act, as implemented by the District Personnel Manual.

### **IX. COMPLIANCE AND MONITORING**

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

### **X. RECORDS AND REPORTS**

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 years from the date of expiration or termination of this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of Buyer Agency and other officials as may be specified by the District of Columbia in its sole discretion.

## **XI. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### **SANYA CADE**

Department of Housing & Community Development  
1800 MLK Avenue, SE  
Washington, DC 20020  
202-442-7242

### **KARLA KIRBY**

Department of Human Resource  
441 4<sup>th</sup> St., NW Ste 354N  
Washington, DC 20001  
202-442-9680

## **XIII. PROCUREMENT PRACTICES ACT**

If a District of Columbia agency of instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01, *et. seq.*) to procure the goods or services.

## **XIV. RESOLUTION OF DISPUTES**

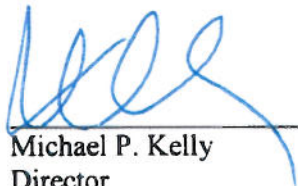
The Directors for the respective agencies, or their designees, shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

## **XV. 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 and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Buyer Agency.

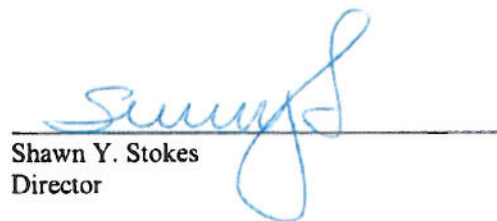
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

**DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT**

  
\_\_\_\_\_  
Michael P. Kelly  
Director

9/29/14  
Date

**D.C. DEPARTMENT OF HUMAN RESOURCES**

  
\_\_\_\_\_  
Shawn Y. Stokes  
Director

9/26/14  
Date

**INTRA DISTRICT STANDARD REQUEST FORM**

Government of the District of Columbia

**PART I**

MOU NUMBER \_\_\_\_\_

DATE OF MOU \_\_\_\_\_

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AGENCY: \_\_\_\_\_ AGENCY CODE: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE (202) \_\_\_\_\_

FAX (202) \_\_\_\_\_

AUTHORIZING OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

=====

AGENCY: \_DEPT. HOUSING &amp; COMMUNITY DEVELOPMENT\_ AGENCY CODE: DB0\_

NAME OF CONTACT: \_DOUGLAS A. KEMP, INTERIM AFO\_

ADDRESS: \_1800 MLK AVE SE WASHINGTON DC 20020\_

TELEPHONE (202) \_442 7173\_

FAX (202) \_645 5884\_

AUTHORIZING OFFICER: \_\_\_\_\_ DATE: 10/2/14

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.



