

November 4, 2020

The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, N.W., Suite 504
Washington, DC 20004

Subject: MOU with Greater Washington Community Foundation (Agreement
No. SO-21-004-0002012)

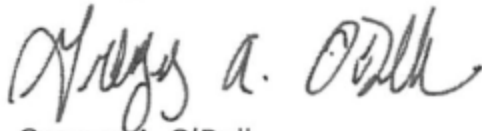
Dear Chairman Mendelson:

Pursuant to D.C. Official Code § 2-352.02a, enclosed for consideration and approval by the Council of the District of Columbia is the proposed emergency legislation, "Greater Washington Community Foundation Excluded Worker Relief Emergency Act of 2020" and accompanying declaration resolution, to approve a proposed Memorandum of Understanding ("MOU") among Events DC, the Executive Office of the Mayor and the Greater Washington Community Foundation ("Community Foundation") for the Community Foundation to help implement Phase Two of the DC CARES program. The DC CARES program will provide critically needed financial assistance to workers in the District of Columbia who have been excluded from federal stimulus efforts and are experiencing financial hardship due to the COVID-19 pandemic. The parties have negotiated this MOU pursuant to the "Excluded Workers Emergency Amendment Act of 2020", A23-407, Title VII, Subtitle S, as amended. The not-to exceed cost set forth in the MOU is \$9,000,000.

The DC CARES program will include distribution of pre-paid debit cards of \$1,000 each to eligible excluded DC families who do not have access to other COVID-19 related public relief programs. We have included a full contract summary for your review.

As always, I am available to discuss any questions you may have.

Sincerely,



Gregory A. O'Dell
President and CEO

cc: Erin Oliver, Director, Contracts and Procurement Services, Events DC
Nicole B. Jackson, Esq., General Counsel, Events DC

Enclosures



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Chairman Phil Mendelson at
the request of the Washington
Convention and Sports Authority

A BILL

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve, on an emergency basis, the Washington Convention and Sports Authority (“Authority”) Contract No. SO-21-004-0002012 with the Greater Washington Community Foundation (“Community Foundation”) to administer the DC CARES excluded worker COVID-19 relief program.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the “Greater Washington Community Foundation Excluded Worker Relief Emergency Act of 2020”.

Sec. 2. (a) The Washington Convention and Sports Authority, t/a Events DC, proposes to enter into a memorandum of understanding (“MOU”) with the Community Foundation to administer phase two of the DC CARES Program to provide critical, immediate financial relief to District of Columbia-based workers who do not have access to other COVID-19 related public relief funds.

(b) This MOU with the Community Foundation is for a not-to-exceed amount of \$9,000,000.00; with a term commencing on the date of full execution of the MOU and continuing through September 30, 2021.

1 Sec. 3. Pursuant to section 451(c)(3) of the District of Columbia Home Rule Act (D.C.
2 Official Code §1-204.51(c)(3)), the Council of the District of Columbia hereby approves
3 Contract No. SO-21-004-0002012.

4 Sec. 4. The Council hereby adopts the fiscal impact statement provided by the Chief
5 Financial Officer as the fiscal impact statement required by section 602(c)(3) of the District of
6 Columbia Home Rule Act (D.C. Official Code §1-206.02 (c)(3)).

7 Sec. 5. This Act shall take effect following Approval by the Mayor (or in the event of a
8 veto by the Mayor, action by the Council to override the veto), and shall remain in effect no
9 longer than 90 days, as provided for emergency acts of the Council of the District of Columbia in
10 section 412(a) of the District of Columbia Home Rule Act (D.C. Official Code § 1-204.12(a)).

CONTRACT SUMMARY
GREATER WASHINGTON COMMUNITY FOUNDATION
Excluded Worker Relief Program

(A) Contract Number:

Proposed Contractor:	Greater Washington Community Foundation
Contract Number:	SO-21-004-0002012
Contract Amount:	\$9,000,000
Unit/Method of Compensation:	Lump sum payment
Contract Term:	Contract execution through September 30, 2021
Contract Type:	Memorandum of Understanding (MOU)
Source Selection Method:	Negotiated agreement

(B) The Contract amount for the base period and for each option period:

The funding for Phase Two of the DC CARES excluded worker relief program (described below) to be administered by the Greater Washington Community Foundation pursuant to the MOU is a not-to-exceed amount of \$9,000,000.00, including \$8.1 million in funding for the program and \$900,000 for administrative costs.

(C) The goods or services to be provided, including a description of the economic impact of the proposed contract, the social impact of the proposed contract, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:

- Goods and services to be provided: In accordance with the “*Excluded Workers Emergency Amendment Act of 2020*”, A23-407, Title VII, Subtitle S, as amended (the “Excluded Workers Act”), the Executive Office of the Mayor (“EOM”), Events DC and the Greater Washington Community Foundation (“Community Foundation”) have agreed to work collaboratively to implement Phase Two the DC CARES program to provide financial assistance to District of Columbia workers who by reason of their status do not have access to other COVID-19 related public relief programs. EOM serves as program manager for the DC CARES program and provides overall strategy, direction and coordination for the program. Events DC serves as a funding partner for the DC CARES program.¹ The DC CARES program funds will be administered by the Community Foundation.

To implement Phase Two of the DC CARES program Events DC will provide the Community Foundation Nine Million Dollars (\$9,000,000), which funding the Community

¹ Pursuant to the “*Fiscal Year 2020 Revised Local Budget Adjustment Emergency Act of 2020*” (A23-351), the District of Columbia has transferred \$9 million in local funds to Events DC for Events DC to issue grants to aid excluded workers.

Foundation will use to purchase (through a vendor) pre-paid debit cards of One Thousand Dollars (\$1,000) per card. The Community Foundation and/or its vendor will then distribute the pre-paid debit cards to designated community-based organizations (“CBOs”). The CBOs shall be responsible for outreach to and recruitment of excluded workers, intake and processing of applications, and distribution of the pre-paid debit cards to eligible excluded workers.

- Economic and Social Impact: The coronavirus pandemic has had a devastating effect on the local economy and has upended the hospitality and tourism industry. Particularly hard hit are undocumented residents in the District of Columbia, many of whom work in service industry sectors including construction, restaurants, transportation, and hospitality. As a result of the COVID-19 pandemic, many faced lost wages, a shrinking financial safety net and ineligibility for unemployment compensation or the federal stimulus programs.

The DC CARES program will provide critically needed financial assistance to workers in the District of Columbia who have been excluded from federal stimulus efforts and are experiencing financial hardship due to the COVID-19 pandemic.

- Method of Delivering Goods and Services: The services will be provided in accordance with the terms and conditions of the MOU.
- Significant Program Changes: None.

(D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:

- Selection process: The contract was negotiated among EOM, Events DC and the Community Foundation.
- Number of Offerors: N/A
- Evaluation Criteria: N/A
- Evaluation Results: N/A

(E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:

None.

(F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:

Established in 1973, the Community Foundation is a tax-exempt public charity that manages hundreds of charitable giving funds on behalf of generous individuals, families, and businesses in

the Washington, DC metro area. As the region's largest local funder, the Community Foundation has invested more than \$1.2 billion since its founding to build more equitable, just, and enriching communities where all residents can live, work, and thrive. In FY2019, the Community Foundation received more than \$66 million in donor contributions and granted out more than \$64 million to a diverse range of causes including human services, education, the environment, health, the arts and economic development. The Community Foundation is accredited by the Council on Foundations for meeting its national standards for community foundations and maintains a four-star Charity Navigator rating and GuideStar Silver Seal of Transparency. In June 2020, the Community Foundation, EOM and Events DC previously entered into a MOU, approved by the Council, to implement Phase One of the DC CARES program, resulting in successful distribution of pre-paid debit cards to 5,000 families.

- (G) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 et seq. ("Act"), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:**

As the funding provided to the Community Foundation will ultimately be granted out to eligible excluded DC workers, the provisions of the Act do not apply.

- (H) Performance standards and the expected outcome of the proposed contract:**

Specific performance standards for the Community Foundation are set forth in the MOU.

- (I) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:**

None.

- (J) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:**

Events DC's budget is separate from the financial plan and budget adopted by the District of Columbia in accordance with D.C. Code §§ 47-392.01 and 47-392.02. Pursuant to Public Law No. 105-227, Congress has exempted Events DC from the appropriation requirement set forth in the fourth sentence of Section 446 of the Home Rule Act (Public Law No. 105-227, 112 Stat. 1515 (August 12, 1998)). Events DC's Fiscal Year 2020 budget was adopted by its Board of Directors on March 14, 2019 and revised on April 9, 2020 and May 1, 2020. By signature below, Events DC's Chief Financial Officer certifies that pursuant to the "*Fiscal Year 2020 Revised Local Budget Adjustment Emergency Act of 2020*" (A23-351), funding for the MOU was transferred from the District of Columbia to Events DC and has been accrued for purposes of distribution in accordance with the Excluded Workers Act and the terms of the MOU.

- (K) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:**

As an independent corporate authority with a legal existence separate from the District, Events DC is represented by its own General Counsel who serves as Assistant Secretary to its Board of Directors. See D.C. Code § 10-1202(a); see also D.C. Mun. Regs. tit. 19, § 110.3. By signature below, the General Counsel certifies that the MOU with EOM and the Community Foundation is legally sufficient, that the Community Foundation has no pending claims against Events DC, and that Events DC is unaware of any pending claims the Community Foundation has against the District.

- (L) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):**

The Community Foundation is current with its tax obligations. See “Tab 4”.

- (M) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:**

The Community Foundation is current with its tax obligations. See “Tab 4”.

- (N) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended; D.C. Official Code § 2-218.01 *et seq.*:**

The Community Foundation is not a Certified Business Enterprise (CBE).

- (O) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**

None.

- (P) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**

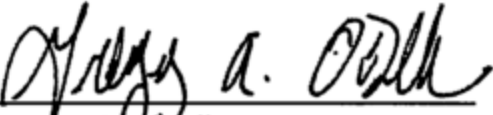
As of October 30, 2020, the Community Foundation was not found on the District or Federal Excluded Parties Lists.

- (Q) Any determination and findings issues relating to the contract’s formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**

None.

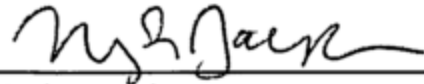
Submitted on behalf of the Authority by:

**President and
Chief Executive Officer**



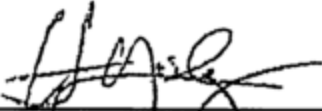
Gregory A. O'Dell

General Counsel



Nicole B. Jackson, Esq.

Chief Financial Officer



Henry W. Mosley, CPA



Date of Notice: June 2, 2020

Notice Number: L0004207730

GREATER WASHINGTON COMMUNITY FOUNDATION
1325 G ST NW STE 480
WASHINGTON DC 20005-3121

FEIN: **-***3119
Case ID: 491854

CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.


TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Marc Aronin
Chief, Collection Division

To validate this certificate, please visit MyTax.DC.gov. On the MyTax homepage, click "Clean Hands" and then the "Validate a Certificate of Clean Hands" hyperlink.

MEMORANDUM

TO: Jennifer Budoff
Budget Director
Council of the District of Columbia

FROM: Henry W. Mosley, CPA 
Chief Financial Officer

DATE: November 4, 2020

RE: Funding Certification for MOU with Greater Washington Community Foundation (Contract No. SO-21-004-0002012)

The purpose of this memorandum is to provide funding certification for the Washington Convention and Sports Authority (t/a Events DC) Memorandum of Understanding (“MOU”) with the Greater Washington Community Foundation (“Community Foundation”) (Contract No. SO-21-004-0002012) for the Community Foundation to administer Phase Two of the DC CARES program, which will provide critically needed financial assistance to workers in the District of Columbia who have been excluded from federal stimulus efforts and are experiencing financial hardship due to the COVID-19 pandemic.

On behalf of Events DC, it is my certification that pursuant to the “*Fiscal Year 2020 Revised Local Budget Adjustment Emergency Act of 2020*” (A23-351), the District of Columbia has transferred **\$9,000,000** in local funds to Events DC for purposes of excluded worker relief and that such funding has been accrued by Events DC for purposes of distribution in accordance with the “*Excluded Workers Emergency Amendment Act of 2020*” (A23-407, Title VII, Subtitle S, as amended) and the terms of the MOU.

Please feel free to contact me if you have any questions.

cc: Gregory A. O’Dell, President and CEO, Events DC
Nicole B. Jackson, Esq., General Counsel, Events DC



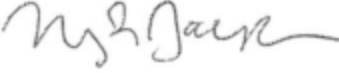
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eventsdc.com

MEMORANDUM

TO: Gregory A. O'Dell
President and Chief Executive Officer

FROM: Nicole B. Jackson, Esq. 
General Counsel

DATE: November 4, 2020

RE: Certification of Legal Sufficiency for MOU with the Greater Washington Community Foundation (Contract No. SO-21-004-0002012)

I. Description of Proposed Contract

The proposed Memorandum of Understanding (“MOU”) with the Greater Washington Community Foundation (the “Community Foundation”) (Contract No. SO-21-004-0002012) is for the Community Foundation to help implement Phase Two of the DC CARES program, which provides critically needed financial assistance to workers in the District of Columbia who have been excluded from federal stimulus efforts and are experiencing financial hardship due to the COVID-19 pandemic. The Executive Office of the Mayor (“EOM”), Events DC and Community Foundation have agreed to work collaboratively to implement Phase Two of the DC CARES program. EOM serves as program manager for the DC CARES program and provides overall strategy, direction and coordination for the program. Events DC serves as a funding partner for the DC CARES program. The DC CARES program funds will be administered by the Community Foundation.

II. Procurement Overview

The Chief Contracting Officer has determined that: (i) the MOU is in the best interest of Events DC; (ii) the DC CARES excluded worker relief program will benefit the District as will provide critical financial assistance to workers in DC that have an immediate need for funding due to the impact of the coronavirus and their exclusion from federal stimulus efforts; and (iii) the requirements covered by the MOU fulfill an existing need for the District and the hospitality industry. Based on the foregoing, the Chief Contracting Officer proposes to enter into the MOU with EOM and the Community Foundation.

III. Legal Review

The Office of General Counsel has reviewed the proposed MOU and finds it to be legally sufficient.



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The Contract package includes:

- (1) Council Transmittal Letter
- (2) Contract Summary
- (3) Tax Compliance Certifications
- (4) Certification of Funding Availability
- (5) Board Resolution Memo
- (6) MOU - vendor signed only
- (7) Resolution

This MOU requires District of Columbia Council approval.



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) outlines terms of the agreement between the District of Columbia Executive Office of the Mayor, through the Mayor’s Office of Talent and Appointments (“EOM”), the Washington Convention and Sports Authority t/a Events DC, (“Events DC”) and the Greater Washington Community Foundation (“The Community Foundation”) regarding the implementation of Phase Two of the DC CARES program which was created to provide direct financial assistance to workers in the District of Columbia who have been excluded from federal stimulus efforts and are experiencing financial hardship due to the COVID-19 pandemic. EOM, Events DC and The Community Foundation shall each be referred to herein as a “Party” and collectively as the “Parties”.

I. BACKGROUND

By Memorandum of Understanding dated June 8, 2020 (“Original MOU”), EOM, Events DC and The Community Foundation agreed to work collaboratively to implement the DC CARES program for the benefit of excluded DC workers. The purpose of the DC CARES program is to provide immediate financial assistance to excluded workers who by reason of their status do not have access to other COVID-19 related public relief programs. EOM serves as program manager for the DC CARES program and provides overall strategy, direction and coordination for the program. Events DC serves as a funding partner for the DC CARES program and The Community Foundation serves as program administrator.

Pursuant to the Original MOU Events DC provided The Community Foundation Five Million Dollars (\$5,000,000), to contract with a vendor who purchased and distributed pre-paid debit cards of One Thousand Dollars (\$1,000) per card to a designated group of community-based organizations (“CBOs”) who were vetted and selected by EOM. The CBOs distributed the pre-paid debit cards they received to eligible excluded workers. As of the date of this MOU, Phase One of the DC CARES program is nearing completion.

Pursuant to the “*Excluded Workers Emergency Amendment Act of 2020*”, A23-407, Title VII, Subtitle S, as amended (the “Act”)¹, the District of Columbia has transferred Nine Million Dollars (\$9,000,000) of local funds to Events DC for Events DC to issue grants to provide cash assistance to District residents who are otherwise excluded from District and federal aid related to COVID-19. In light of this funding and in accordance with the Act, the Parties desire to implement Phase Two of the DC CARES program under the terms and conditions set forth herein.

¹ The Act, which is currently under Congressional review, was amended by the Fiscal Year 2021 Budget Support Clarification Emergency Amendment Act of 2020 (A23-0416).



II. DC CARES PROGRAM DESCRIPTION – PHASE TWO

As set forth in this MOU, Events DC will provide The Community Foundation Nine Million Dollars (\$9,000,000) to fund Phase Two of the DC CARES program. As with Phase One, The Community Foundation will contract with a vendor who will purchase and distribute pre-paid debit cards of One Thousand Dollars (\$1,000) per card to a designated group of CBOs who have been vetted and selected by EOM to serve as the core agencies for this program (“Core Agencies”). The Core Agencies shall be solely responsible for (i) outreach to the excluded worker communities; (ii) intake management for DC CARES program applicants and recipients (including creation and management of a central database); (iii) processing DC CARES program applications; (iv) determining which applicants are eligible to receive the pre-paid debit cards; and (v) distribution of the pre-paid debit cards to eligible excluded workers. EOM and The Community Foundation shall work with the Core Agencies to determine the timeline(s) for distribution of the pre-paid debit cards. The Community Foundation will execute grant agreements with each of the Core Agencies setting forth each Core Agency’s responsibilities and any reporting and tracking requirements.

The eligibility requirements for the pre-paid debit cards shall be as set forth in the Act. The Parties understand and acknowledge that the Act expands the pool of eligible excluded workers beyond the requirements set forth in Phase One of the program to include returning citizens and other cash/gig economy workers. The Parties shall mutually agree, in consultation with the Core Agencies, on the numbers of pre-paid cards that will be distributed to each group of eligible excluded workers.

The CBOs who will serve as the Core Agencies to implement Phase Two of the DC CARES program, along with their core responsibility, are as follows:

- Bread for the City -- Distribution;
- The Central American Resource Center (CARECEN) -- Processing and Intake;
- CentroNía -- Processing;
- Latin American Youth Center (LAYC) -- Processing;
- Mary’s Center -- Intake; and
- Far Southeast Family Strengthening Collaborative -- Outreach

DC Jobs with Justice will serve as a convener and facilitator for the Core Agencies and assist with certain administrative tasks. Further, the Core Agencies will identify and utilize the services of other community organizations (“Partner Organizations”) to assist with community outreach, referrals of potential excluded workers to the DC CARES program, and distribution of the pre-paid debit cards.

III. SCOPE OF WORK

- A. EOM shall:
 - i. Approve the framework for Phase Two of the DC Cares program including designation of the Core Agencies and Partner Organizations that will be involved.



- ii. Review and approve the proposed floors or minimum number of pre-paid debit cards allocated for each category of excluded worker eligible for assistance in Phase Two (returning citizens, undocumented, cash/gig economy).
 - iii. Manage the DC CARES program overall.
- B. Events DC will:
- i. Contribute Nine Million Dollars (\$9,000,000) to The Community Foundation for the DC CARES program as set forth in Section V.
- C. The Community Foundation will:
- i. Receive Nine Million Dollars (\$9,000,000) from Events DC for the DC CARES program as set forth in Section V;
 - ii. Provide managerial, administrative and budget related services in connection with the funds identified in this MOU for the DC CARES program;
 - iii. Identify, contract and monitor the vendor from whom the pre-paid debit cards will be purchased using the DC CARES Contribution and who will be responsible for administering and distributing the pre-paid cards to the Core Agencies responsible for distribution to the ultimate recipients;
 - iv. Execute grant agreements with each of the six Core Agencies as well as DC Jobs with Justice (who will convene both the Core Agencies and the Partner Organizations), which grant agreements will outline specific responsibilities of the CBOs as part of the DC CARES program;
 - v. Provide the reports and data about the DC CARES program in accordance with Section VI hereof;
 - vi. Monitor the distribution of the pre-paid cards to the Core Agencies and provide reports about their distribution; and
 - vii. Pay directly from its administrator fee any costs related to the purchase and delivery of the pre-paid cards to the Core Agencies including any cards that will need to be re-issued throughout the program year.

IV. DURATION OF MOU

This MOU shall be effective the date of the date of later signature below and will remain in force through September 30, 2021, unless earlier terminated as set forth herein ("Term"). The Parties may mutually agree to extend the Term of this MOU by written amendment.

V. FUNDING PROVISIONS

A. To fund Phase Two of the DC CARES program Events DC shall pay to The Community Foundation the sum of Nine Million Dollars (\$9,000,000) (the "DC CARES Contribution"). The DC CARES Contribution shall be paid to The Community Foundation in one lump sum within ten (10) days of execution of this MOU.



B. The DC CARES Contribution shall only be used for the DC CARES program described herein. Specifically, the DC CARES Contribution shall be allocated as follows:

DC CARES pre-paid debit cards	\$8,100,000
The Community Foundation Administrative Fee (including cost of pre-paid debit cards)	\$100,000
Core Agency Administrative Fee (6 Core Agencies @ \$100,000 each)	\$600,000
Facilitator Administrative Fee (DC Jobs with Justice)	\$20,000
Partner Organization Administrative Fee (6 Partner Organizations @ \$25,000 each)	\$150,000
DC CARES excluded worker database	\$30,000
Total DC CARES Contribution	\$9,000,000

C. The Community Foundation will administer the DC CARES Contribution for the DC CARES program in accordance with the provisions of this MOU, The Community Foundation’s applicable policies and procedures, and any applicable laws. The Community Foundation will exercise the same care in the discharge of its functions under this MOU as it exercises with respect to the administration and management of resources from other donors (including safeguarding of personal/financial information).

D. The DC CARES Contribution will be accounted for separately from The Community Foundation’s assets and will be administered separately from other funding/contributions received by The Community Foundation.

E. Any unforeseen costs related to the management of the DC CARES program will be paid from The Community Foundation’s administration fee.

F. If any amount of the DC CARES Contribution remains unspent and/or undistributed upon conclusion of the DC CARES program, The Community Foundation shall promptly return such funds to Events DC within ten days of conclusion of the DC CARES program.

VI. REPORTING/MAINTENANCE AND REVIEW OF RECORDS

A. Within thirty (30) days of The Community Foundation’s receipt of the DC CARES Contribution (or other mutually agreed upon timeframe) and continuing every month thereafter until all pre-paid debit cards have been distributed, The Community Foundation shall provide to EOM and Events DC a report on the DC CARES program which shall contain the following information(by month and cumulatively):

- i. For each category of excluded workers (e.g., undocumented workers, returning citizens, cash/gig economy workers, etc.), a list and description of the outreach activities that the CBOs have conducted to advertise the DC CARES program and recruit excluded workers;
- ii. For each category of excluded workers, the total number that were determined to be eligible under the program, and the total number that were determined to be ineligible under the program, including the reason for disqualification; and



- iii. For each category of excluded workers, the total number of pre-paid debit cards distributed.

B. The Community Foundation shall retain all records relating to the DC CARES program for a period of not less than three (3) years. At any time until three (3) years following the Term, EOM and/or Events DC may audit The Community Foundation's expenditure of the DC CARES Contribution and/or audit and/or examine any of The Community Foundation's books, documents, papers and/or records involving transactions in connection with the DC CARES program. Such audit may be conducted by EOM, Events DC or any agent acting at the request of EOM or Events DC, including, but not limited to, another governmental entity.

VII. INDEMNIFICATION

The Community Foundation hereby releases and shall indemnify, defend, and save harmless Events DC, its Board of Directors, officers, agents and employees and the District of Columbia from any and all claims, demands, payments (including attorney's fees) suits, actions, damages, losses, costs, liabilities, expenses and judgments of every nature and description collectively "Claims" made, brought or recovered by any person by reason of, arising out of, or in consequence of, this MOU, including the The Community Foundation's failure to comply with the terms and conditions of this MOU or its enforcement. However, The Community Foundation shall have no obligation to provide any indemnification to any person with respect to Claims arising out of the negligence or willful misconduct of the District of Columbia or Events DC.

VIII. POINT OF CONTACT

Dawnn Leary, Senior Community Investment Officer (dleary@thecommunityfoundation.org or 202-973-2519) shall serve as the primary points of contact for The Community Foundation. Gregory A. O'Dell, President and CEO (godell@eventsdc.com or 202-249-3000) shall serve as the primary point of contact for Events DC. Steven L. Walker, Director, Mayor's Office of Talent and Appointments (steven.walker@dc.gov or 202-727-6101) shall serve as the primary point of contact for EOM.

IX. MISCELLANEOUS

A. This MOU and the rights and obligations under it may not be modified, amended or waived, whether in whole or in part, except by express written agreement by authorized representatives of all Parties.

B. If any part, term or provision of this MOU shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this MOU, the validity of the remaining portions or provisions shall not be affected thereby.



C. This MOU, which includes all attachments, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understanding or agreement, oral or written, with respect to matters herein.

D. The Community Foundation is an independent contractor, and is not an agent, representative, or partner of EOM or Events DC. Nothing in this MOU shall be construed to mean that a partnership, joint venture or similar association exists between the Parties.

E. This MOU has been executed and delivered in the District of Columbia, and its interpretation, validity and performance shall be governed, construed and enforced in accordance with the laws of the District of Columbia.

F. The Parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim, or cross-claim against the other arising out of or connected in any way to this MOU, because the Parties hereto, all of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

G. Sections V.F, VI, VII, and IX shall survive the termination or expiration of this MOU.

SIGNATURE PAGE FOLLOWS



Gregory A. O'Dell
President and Chief Executive Officer
Events DC

Date

Steven L. Walker
Director, Mayor's Office of Talent and
Appointments, Executive Office of the Mayor

Date


Tonia Wellons (Nov 2, 2020 19:15 EST)

Tonia Wellons
President & CEO
Greater Washington Community Foundation

Nov 2, 2020

Date