Office of Resident Services 1133 North Capitol Street, NE Suite 147 Washington, DC 20002-7599 (202) 535-1517

Tyrone Garrett, Executive Director

### DISTRICT OF COLUMBIA HOUSING AUTHORITY NON-DWELLING UNIT LICENSE FOR SERVICE PROVIDERS

**SERVICE PROVIDER:** Beyond Light, Inc.

**CONTACT PERSON(S):** <u>Tywania Fletcher-Langley Executive Director/Founder</u>

ADDRESS: <u>2834 R Street SE Suite 5</u>

Washington, DC 20020

**TELEPHONE NUMBER: (202) 236-4852** 

EMAIL: Beyondlight5@aol.com

WEB: WWW.BEYOND.ORG

The District of Columbia Housing Authority ("DCHA") hereby grants to <u>Beyond Light, Inc.,</u> a non-profit ("Service Provider") (DCHA and Service Provider sometimes referred to herein as "Parties"), permission to use ("License"), on a non-exclusive basis, the following property as the licensed premises ("Licensed Premises") this day of: June 1, 2018.

#### **LICENSED PREMISES DESCRIPTION:**

The Service Provider shall have access to the Park Morton Apartments' Community Center as the primary program location at Park Morton Apartments. The addresses for the Licensed Premises are as follows:

Park Morton Apartments Community Center 615 Morton St. NW Washington, DC 20010

Office of Resident Services
1133 North Capitol Street, NE
Suite 147
Washington, DC 20002-7599
(202) 535-1517

Tyrone Garrett, Executive Director

#### LICENSED PREMISES TERMS OF USE:

A. Service Provider will use Park Morton Apartments' Community Center as the primary program location at Park Morton Apartments. Service Provider with share use of the Park Morton Apartments' Community Center with Resident Council and other Service Providers Monday through Sunday during the hours of 8:00 AM – 8:00 PM. The Service Provider, Resident Council and DCHA will have possession of keys to this space.

Service Provider should note that **DCHA reserves the right to use** the Licensed Premises for resident programming, inclusive of Resident Council meetings, community meetings, DCHA programs, and miscellaneous community activities. The Service Provider should work to ensure that there are no conflicts with scheduling by adhering to Item D below in a timely fashion.

- B. Service Provider will display and maintain a sign-in sheet to track all persons who enter the Licensed Premises for Licensee's services and programs. The sign-in sheet should separately track public housing residents, Housing Choice Voucher Program (HCVP) participants, and other general customers.
- C. Service Provider will provide DCHA Office of Resident Services, the Resident Council, and any other service provider with a minimum of <u>30 days' notice</u> for all outdoor activities held for the community.
- D. Service Provider will submit to the DCHA Office of Resident Service a list of its hours of operation and any special activities for inclusion on a shared monthly Calendar of Events displaying DCHA, Resident Council and Service Provider programs and activities.
- E. Service Provider will post standard operating hours.
- F. Service Provider staff should note that DCHA adheres to a policy that community spaces are smoke free environments.

#### **TERM**

1.0 This License shall commence on the 1<sup>st</sup> day of June 2018 and continue through the 30<sup>th</sup> day of September, 2018.

Office of Resident Services
1133 North Capitol Street, NE
Suite 147
Washington, DC 20002-7599
(202) 535-1517

Tyrone Garrett, Executive Director

#### **LICENSE FEES**

- 2.0 Service Provider shall pay to DCHA a monthly fee in the amount of **ZERO Dollars** (\$0) for the use of such Licensed Premises ("License Fee"), including the rights to ingress and egress of the Licensed Premises, monthly maintenance and repair by DCHA, utilities, and any other such uses permitted hereunder.
- 2.1 Reserved.

#### **PERMITTED USES**

- 3.0 The Licensed Premises under the License will be used by the Service Provider for no other purposes except the following, unless the Service Provider obtains express written approval from DCHA:
  - Strengthening relationships
  - Building self-esteem
  - Promoting academic achievement
  - Encouraging community and cultural activity participation
  - Substance abuse prevention
  - Mental health support
  - Decreasing gang involvement and delinquency
- 3.1 With seven (7) days' notice to DCHA, the Service Provider may install, at its sole expense, any additional phone lines, cable wires, equipment, and/or network modems necessary to conduct such activities specified herein, provided that Service Provider remove any such installation of additional phone lines, wires, equipment and/or network modems upon expiration or termination of this License and restore said Licensed Premises to the same condition prior to such installation.

### **PROHIBITED USES**

4.0 Service Provider is expressly prohibited from gambling or conducting any gambling activities in or around the Licensed Premises.

Office of Resident Services
1133 North Capitol Street, NE
Suite 147
Washington, DC 20002-7599
(202) 535-1517

Tyrone Garrett, Executive Director

- 4.1 Service Provider is expressly prohibited from using the Licensed Premises as a residence and shall not occupy, operate or reside in Leased Premises unit overnight (i.e., beyond 11:59 p.m.).
- 4.2 Service Provider is expressly prohibited from consuming, selling or permitting invitees to consume or sell alcoholic beverages, drugs and/or any controlled substances in the Licensed Premises.

#### **COMPLIANCE**

- 5.0 Service Provider shall be subject to and comply with all the laws, regulations and policies of the District of Columbia, DCHA, the U.S. Department of Housing and Urban Development ("HUD") and the Federal government in the operation and conduct of its business services on the Licensed Premises.
- 5.1 Service Provider shall submit quarterly reports and a final report to DCHA's Office of Resident Services during the term of the Agreement. The report should detail:
  - The activities conducted:
  - The number of public housing residents, HCVP participants and other general customers served during the reporting period; and
  - Outcomes or impact data in such format as may be prescribed by the DCHA Office of Resident Services.
- 5.2 Service Provider, from the licensed premises, shall serve only the residents of Park Morton Apartments'
- 5.3 Service Provider agrees to, and hereby certifies that it will comply with, the following provisions on background checks:
  - A. Prior to the provision of services, Service Provider shall conduct background checks, at its own expense, on all of its employees and volunteers who work on the DCHA Licensed Premises or who have contact with participants/families under this License (the "Employees and Volunteers"). Service Provider shall retain in its personnel files all pertinent information with respect to such Employees' and Volunteers' background checks. Service Provider shall make good faith efforts to obtain background checks from any other state in which any of the Employees or Volunteers may have resided during the three (3) years prior to commencement of work on the Licensed Premises. Service Provider shall also obtain a Federal Background Check (national fingerprint-based criminal history check as indicated in <a href="http://www.doj.state.wi.us/dles/CIB/forms/">http://www.doj.state.wi.us/dles/CIB/forms/</a> for any

Office of Resident Services
1133 North Capitol Street, NE
Suite 147
Washington, DC 20002-7599
(202) 535-1517

Tyrone Garrett, Executive Director

of the Employees and Volunteers who have lived outside the District of Columbia during the previous three (3) years. Notwithstanding the above, for Employees and Volunteers who are students, temporary and/or seasonal, and whose principal residence is not the District of Columbia, Service Provider may obtain a Criminal Background Check from such Employees' and Volunteers' (or any of their) principal state of residence.

- B. After the initial background check, Service Provider shall be required to conduct a new background check every **year** or at any time within that period when Service Provider has reason to believe a new check should be obtained. Service Provider shall maintain the results of background checks on its own premises for a period of at least **four (4) years** following the termination of this License. DCHA may audit Service Provider's personnel files to assure compliance with all laws of the District of Columbia. Service Provider shall immediately forward to DCHA any background check, investigation and/or criminal history, upon request by DCHA.
- C. Service Provider must notify DCHA within **one** (1) **business day** upon discovery of information that an existing Employee has been charged with or convicted of a violation of any local, state or federal law.
- 5.4 In its sole discretion, DCHA reserves the right to deny access (and/or to require Service Provider to deny access) to the Licensed Premises, to any person, at any time, for any criminal violation or any other reason that DCHA deems a suitable justification. At no time shall anyone registered on the National Sex Offender Registry be permitted access to the Licensed Premises.

#### **MAINTENANCE and REPAIR**

Routine Maintenance: DCHA shall perform routine maintenance of the Licensed Premises to maintain the same in a safe, decent, and sanitary condition such as: (1) sweeping and mopping of the floors and hallways, and (2) general upkeep, including replacing light bulbs. Service Provider shall keep the Licensed Premises in good condition and shall properly dispose of all trash in plastic bags. During the winter season, DCHA shall remove all snow and ice from sidewalks and the immediate vicinity of the Licensed Premises. The costs of supplies, equipment, and materials needed for lawn care and snow and ice removal shall be at the expense of DCHA. Supplies, equipment, and materials needed for the daily upkeep of the Licensed Premises shall be provided and maintained by DCHA.

<u>Service Provider's Responsibility</u>: While DCHA custodial staff is responsible for general cleaning of the grounds, it is also the responsibility of the Service Provider to respect and take care of the grounds by taking care of areas used, clean-up after use of any space after

Office of Resident Services
1133 North Capitol Street, NE
Suite 147
Washington, DC 20002-7599
(202) 535-1517

Tyrone Garrett, Executive Director

each session (as applicable: sweeping, trash removal), and report any problems to the onsite DCHA personnel and DCHA's Office of Resident Services.

- 6.1 <u>Minor Repairs</u>: Minor repairs shall be the responsibility of DCHA and such repairs shall be performed at DCHA's expense, provided that such minor repairs are not the result of the negligence or willful conduct of Service Provider, its Employees or invitees, in the event of which, Service Provider shall be responsible for such repairs. Should Service Provider perform any minor repairs, Service Provider need not give notice to the on-site DCHA personnel to perform such repair. Minor repairs include any repairs required to assure that the Licensed Premises stay in a safe, decent and sanitary condition, but which do not present any immediate threat to the life, health, safety of Employees or invitees of the Service Provider or to the property, or related to fire safety.
- Major Repair: Major repairs shall be the responsibility of DCHA, and Service Provider must promptly notify DCHA Office of Resident Services within twenty-four (24) hours of becoming aware of any condition requiring major repairs. For purposes of this License, "major repairs" means repairs required to return the Licensed Premises to a safe, decent, and sanitary condition, and include, but are not limited to repairs required to address: (1) broken locks on entrance doors; (2) leaks, (3) faucet dripping, (4) drain pipe leaking, (5) toilet and sink stop-ups; and (6) broken window panes.
- 6.3 Emergency Repair: Emergency repairs shall be the responsibility of the DCHA. Service Provider shall inform DCHA Office of Resident Services immediately of any condition that requires emergency repairs. For purposes of this License, "emergency repairs" means repairs required to return the Licensed Premises to a safe, decent, and sanitary condition, and include, but are not limited to repairs required to address: (1) fire; (2) flooding and broken water lines; (3) gas leaks; (4) loss of electrical power; (5) faucets running full force without the reasonable ability of the Service Provider to correct the problem; (6) falling plaster from ceiling or wall; (7) water leaking through ceiling or wall; (8) no heat; (9) no running water; and (10) no cooling system (senior buildings only during A/C season).
- 6.4 Service Provider shall not be responsible for the maintenance of the heating and air conditioning equipment. Any such maintenance required for heating and air conditioning equipment shall be performed by DCHA.

#### **SECURITY** (as applicable)

7.0 DCHA shall not warrant security of the Licensed Premises or Service Provider's Employees, guests, or invitees.

Office of Resident Services
1133 North Capitol Street, NE
Suite 147
Washington, DC 20002-7599
(202) 535-1517

Tyrone Garrett, Executive Director

7.1 Service Provider shall observe all DCHA parking rules and restrictions. DCHA shall not be responsible for any of the Service Provider's employees, contractors, guests, invitees or for their vehicles parked on the Licensed Premises nor for any injury, loss, or damage associated therewith.

### **UTILITIES, ACCESS, and PARKING**

- 8.0 Service Provider shall be responsible for the installation of telephone service or equipment installed thereon and shall make payment of any and all costs associated therewith. Service Provider shall also, at its sole expense, pay for the installation of additional internet or networking services installed on the Licensed Premises for Service Provider's sole use and shall make payment of any and all costs associated therewith. Any cost for other utilities such as gas, water, and electricity will be the responsibility of the DCHA.
- 8.1 DCHA reserves the right to erect, use, connect to, maintain and repair pipes, ducts, conduits, cables, plumbing, vents, wires in, to, and through the Licensed Premises and to the extent that the DCHA deems necessary or appropriate for the proper operation and maintenance of the Licensed Premises and the right at all times to transmit water, heat, air-conditioning and electrical current through such pipes, ducts, conduits, cables, plumbing, vents, and wires. DCHA reserves the right to enter the Licensed Premises for inspections with or without notice.
- 8.2 Service Provider shall not misuse or waste utilities furnished by the DCHA. Service Provider shall be subject to charges for any excess use of such utilities.
- 8.3 Service Provider shall allow DCHA, its agents, representatives, and other contractors access to the Licensed Premises at all times, with or without notice. Service Provider shall not change any locks without the permission of the DCHA. If Service Provider is permitted or otherwise changes any locks or codes on the Licensed Premises, Service Provider shall furnish DCHA with any and all keys or security access codes not provided by DCHA, as well as any new keys or codes within twenty-four (24) hours of installation thereof.

#### **ALTERATIONS**

9.0 Service Provider shall make no alterations on or in the Licensed Premises without express prior written approval from DCHA.

District of Colur

Office of Resident Services
1133 North Capitol Street, NE
Suite 147
Washington, DC 20002-7599
(202) 535-1517

Tyrone Garrett, Executive Director

9.1 Service Provider shall also furnish DCHA with as-built drawings upon completion of any alterations permitted under the above paragraph.

#### **INSURANCE**

- 10.0 Prior to the execution of this License and at all times during the term of this License, as applicable, the Service Provider shall carry, pay for, and show proof of the following:
  - (i) Commercial General Liability Insurance covering bodily injury, personal injury, contractual liability and property damage, with a minimum coverage limit of **ONE MILLION Dollars** (\$1,000,000) per occurrence; **THREE MILLION dollars** (\$3,000,000) in the aggregate; and a deductible no greater than **TWENTY-FIVE THOUSAND Dollars** (\$25,000);
  - (ii) Commercial Auto Liability Insurance covering bodily injury and property damage with a minimum coverage limit of **ONE MILLION Dollars** (\$1,000,000) per occurrence for vehicles owned and hired by the Service Provider as well as non-owned autos (this insurance is required only if the Service Provider will be using automobiles to carry out the purposes listed in Section 3.0 above);
  - (iii) Child Molestation Coverage with a minimum coverage of **ONE MILLION Dollars** (\$1,000,000) per occurrence and **THREE MILLION Dollars** (\$3,000,000) in the aggregate, applicable if working with youth under the age of 18, within the coverage limits of the General Liability coverage; and
  - (iv) Worker's Compensation and Employer's Liability Insurance providing statutory worker's compensation coverage and minimum limits based on the number of employees and salaries of each and underwriting and statutory standards.
- A. With respect to provisions (i) and (iii), these policies shall be endorsed to name the DCHA as an additional insured.
- B. With respect to each type of coverage above, the following conditions must be met:

Office of Resident Services
1133 North Capitol Street, NE
Suite 147
Washington, DC 20002-7599
(202) 535-1517

Tyrone Garrett, Executive Director

- (1) The policies must be in place before the execution of the License and exist at all times during the term of the License;
- (2) The Service Provider shall provide DCHA with a Certificate of Insurance annually, as evidence of the limits and coverage;
- (3) The Service Provider shall provide DCHA with copies of renewal certificates <u>thirty</u> (30) <u>days prior to the expiration</u> <u>date of the expiring coverage</u>, where coverage expires during the term of the License;
- (4) The insurance contract shall contain a provision requiring the insurance company to notify DCHA in the event of a substantial change in coverage or cancellation or refusal to renew during the policy term; and
- (5) The insurance contract shall be placed with such companies, on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to the DCHA.
- C. DCHA reserves the right to require additional coverage depending upon the circumstances. Any request for variation in coverage must be in writing and expressly approved in writing by the DCHA Office of Risk Management (ORM). Please direct all inquiries to the DCHA Risk Manager, 1133 North Capitol Street, NE, Ste. 317, Washington, DC 20002; phone 202-535-1883.
- D. The Service Provider shall promptly notify DCHA's Office of Resident Services and the Office of Risk management in the event a claim occurs as a consequence relating to the activities of the Service Provider. In addition, the Service Provider will investigate and furnish reports to the ORM of all accidents, claims and potential claims for damage or injury to same. The Service Provider shall cooperate with its insurers and those of DCHA.

#### **INDEMNIFICATION**

11.0 To the extent allowable by applicable District and/or Federal law, the Service Provider shall indemnify, defend and hold harmless and continue to indemnify, defend and hold harmless HUD, DCHA, and their respective commissioners, agents, employees and representatives from any loss, cost, penalty, damage, claim, demand, suit, liability, judgment, and expense (including any reasonable attorney's fees and other costs of

Office of Resident Services
1133 North Capitol Street, NE
Suite 147
Washington, DC 20002-7599
(202) 535-1517

Tyrone Garrett, Executive Director

litigation) resulting from the Service Provider's use/misuse or occupancy in the Licensed Premises and in the conduct of its business on said Licensed Premises. It is expressly understood and agreed that the DCHA, its employees, agents and representatives shall not be liable to the Service Provider or to any person for any accident, injury, loss or damage to any person or property while in, upon or about or entering or leaving said Licensed Premises at any time during the term of this License or any renewal or extension hereof, resulting from any cause whatsoever.

11.1 The Service Provider's liability shall not be limited by any provisions or limits of insurance set forth in this License.

### **LICENSE TERMINATION**

- 12.0 The Service Provider shall remove all equipment, materials, supplies, and debris from the Licensed Premises upon expiration or termination of this License. If the Service Provider fails to do so, the DCHA may either remove any such remaining items at the expense of the Service Provider or consider any remaining items abandoned and may dispose of the property without any liability to the DCHA.
- 12.1 The Service Provider shall return the Licensed Premises to the original condition upon expiration or termination of this License at its sole expense. If the Service Provider fails to do so, DCHA may restore the Licensed Premises to its original condition and Service Provider shall pay for any and all related expenses for the restoration of the Licensed Premises.
- 12.2 In the event of any breach of any covenant or condition by the Service Provider, this License will automatically terminate without any further notice. The Service Provider hereby expressly waives notice of termination of the License based on any breach of a covenant herein.
- 12.3 This License may be terminated by either party for convenience after giving thirty (30) days written notice. Notice shall be provided as follows:

### (A) If to the DCHA:

District of Columbia Housing Authority Office of General Counsel 1133 North Capitol Street, NE, Suite 210 Washington, DC 20002-7599

**Attn: Ken Slaughter, General Counsel** 

And

Office of Resident Services 1133 North Capitol Street, NE Suite 147 Washington, DC 20002-7599 (202) 535-1517

Tyrone Garrett, Executive Director

District of Columbia Housing Authority Office of Resident Services 1133 N. Capitol Street NE, Suite 147 Washington, DC 20002-7599 Attn: Larry Williams, Director

(B) If to the Service Provider:

Beyond Light, Inc. 2834 R Street SE Suite 5 Washington, DC 20020

**Attn: Tywania Fletcher-Langley** 

#### **INDEPENDENT CONTRACTOR STATUS**

- 13.0 It is expressly acknowledged by the Parties hereto that Service Provider, in performing its duties and obligations under this License, is an "independent contractor" and nothing herein is intended to nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship.
- 13.1 Service Provider understands and agrees that Service Provider is a licensee hereunder and has no rights to receive any payments from DCHA for any services provided hereunder on the Licensed Premises.

#### **DISPUTES**

14.0 All disputes arising under or relating to this License, including any claims for payments or damages for the alleged breach thereof, which are not disposed of by agreement, shall be resolved under this Article. In the event a claim for payment or dispute arises out of or relating to this License, Service Provider shall first exhaust all administrative remedies regarding any claim for payment against DCHA. Service Provider shall promptly notify DCHA's Contracting Officer of the claim and shall include any relevant facts and/or supporting documentation to substantiate Service Provider's claim for payment. In the event of a subcontractor's claim for payment, Service Provider shall investigate and furnish DCHA with any relevant facts and/or supporting documentation, including any reports of accidents, claims and potential claims for damage or injury related to its work for Service Provider and/or DCHA and shall fully cooperate with any and all third parties necessary to bring resolution to such claim.

Office of Resident Services 1133 North Capitol Street, NE Suite 147 Washington, DC 20002-7599 (202) 535-1517

Tyrone Garrett, Executive Director

- 14.1 All claims by Service Provider shall be made in writing and submitted to the DCHA's Contracting Officer for a written decision. A claim for payment shall include, at a minimum, the following information:
  - (a) Name, address, and phone number(s) of Service Provider;
  - (b) Contract number, if any, and project title;
  - (c) A detailed statement of the basis for the contract dispute;
  - (d) Supporting evidence or documents to substantiate any arguments; and
  - (e) The form of relief requested.
- 14.2 The Contracting Officer shall issue a written decision within thirty (30) calendar days receipt thereof, unless the complexity of the issues requires additional time. The written decision shall include the following:
  - (a) A description of the claim;
  - (b) A reference to the pertinent contract clauses and or applicable statute(s) or regulation(s);
  - (c) A statement of the factual areas of agreement or disagreement;
  - (d) The basis of the Contracting Officer's decision; and
  - (e) A statement of the Service Provider's right to appeal.
- 14.3 The Contracting Officer may submit claims in excess of \$100,000 or complex claims to the DCHA Office of Audit and Compliance for review and audit before issuing a written decision. When additional time is necessary for review or audit, the Contracting Officer shall advise Service Provider in writing when a written decision will be issued.
- 14.4 The Contracting Officer's decision may be appealed to the DCHA Executive Director. Any such appeal shall be filed by Service Provider within ten (10) calendar days' receipt of the Contracting Officer's decision. Such time period for appeal shall be calculated from the date of the Contracting Officer's decision, plus three (3) days for first-class mail deposit with the U.S. Postal Service. The Executive Director shall issue a written decision on any appeal within thirty (30) calendar days receipt thereof, unless the complexity of the issues requires additional time, in which event the Executive Director will advise the Contractor when a written decision will issue.

District of Colur
Office of Resident Services
1133 North Capitol Street, NE
Suite 147
Washington, DC 20002-7599
(202) 535-1517

Tyrone Garrett, Executive Director

- 14.5 The Executive Director's decision may be appealed to the District of Columbia Contract Appeals Board in accordance with Chapters 1 and 2 of Title 27 of the District of Columbia Municipal Regulations.
- 14.6 Service Provider shall proceed diligently with the performance of its duties until final resolution of any claim for payment, relief, appeal, or action provided hereunder. Final resolution shall mean when the claims or disputes arising in or out of such agreement with DCHA have been resolved administratively or adjudicated by a court of competent jurisdiction in the District of Columbia.

### **NON-WAIVER CLAUSE**

15.0 Failure of the Service Provider to comply with any covenants of the License shall not create a waiver by the DCHA of the covenant or the breach. A waiver of any breach of any covenant or condition, or any subsequent breach thereof, and the failure or omission of the DCHA at any time to terminate the License and require possession of the Licensed Premises for such breach shall not constitute a waiver of the DCHA's right to do so later for the same, similar, or other breach.

#### **ASSIGNMENT/SUBLETTING**

16.0 Service Provider is expressly prohibited from assigning, transferring, or encumbering this License or subletting the Licensed Premises without having first obtained the express written approval of the DCHA.

#### **SURVIVAL CLAUSE**

17.0 In the event that this License terminates as provided by the provisions herein or by the ejectment of the Service Provider through legal proceedings or by any other manner not heretofore listed, the Service Provider shall remain liable and shall pay any costs or damages associated with the breach of the covenants contained herein.

### **INTEGRATION CLAUSE**

18.0 It is expressly understood and agreed that this License contains the entire agreement between the parties and shall not be modified except through writing, signed by the

Office of Resident Services
1133 North Capitol Street, NE
Suite 147
Washington, DC 20002-7599
(202) 535-1517

Tyrone Garrett, Executive Director

parties to this License. The Service Provider and the DCHA expressly agree that there are no implied warranties of merchantability, habitability, fitness for a particular purpose, or any other kind arising out of this License, and there are no warranties which extend beyond those expressly set forth in this License.

### **AUTHORITY TO EXECUTE**

19.0	and warrants that he/she is expressly and	who executes on behalf of an entity represenduly authorized by any such entity to execute to the terms and provisions as set forth in the	te
IN WITNESS WHEREOF, the Parties have executed this License as of the first date written above.			
Chery DCH.	yl Moore, Contracting Officer A	Date	
•	nia Fletcher-Langley	Date	

Beyond Light, Inc.