DRAFT

MEMORANDUM OF AGREEMENT
BETWEEN
ADVISORY NEIGHBORHOOD COMMISSIONS 8A AND 8C
AND THE
OFFICE OF THE CHIEF TECHNOLOGY OFFICER
REGARDING
THE ESTABLISHMENT OF EMPLOYMENT OPPORTUNITIES (ST. E)
AND
THE HANDLING OF TOXIC CHEMICAL FLY ASH (ST. E)
LOCATED
ON THE GROUNDS OF ST. ELIZABETH'S (ST. E.) EAST WING

This MEMORANDUM OF agreement made the _____ day of _____, 2002, for the benefit of the residents of Ward 8 and specifically the residents within Advisory Neighborhood Commission 8A and 8C, is entered into by and between the Office of the Chief Technology Officer, hereinafter referred to as OCTO, and by Advisory Neighborhood Commission 8A and 8C, hereinafter referred to as the ANC's.

WHEREAS, OCTO intends to develop the Unified Communications Center on the east campus of St. Elizabeths including the consolidation of public safety and non-public safety communications functions of the District of Columbia, as well as the Emergency Management Agency, and the Mayor's Emergency Command Center;

WHEREAS, OCTO has filed a PUD application with the District of Columbia Zoning Commission seeking approval per the plans and hearing submissions on file with the District of Columbia Office of Zoning, case number 01-36C;

WHEREAS, OCTO intends to ensure that the community experiences tangible benefits as a result of the implementation of the UCC;

WHEREAS, the ANC's desire to ensure that the proposed PUD will provide economic opportunities for those persons who live within Ward 8

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

ZONING COMMISSION
District of Columbia
Case 01-36C
Exhibit 40

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ZONING COMMISSION
District of Columbia
CASE NO.01-36C
EXHIBIT NO.40

The Advisory Neighborhood Commission (ANC) along with community members, will accept this MOU in the following areas:

1. **OCTO will establish proactive programs to ensure that employment opportunities are made available to Ward 8 residents;**

2. **Establish programs and outreach to ensure that UCC contracting opportunities are made available to Ward 8 businesses.**

3. **OCTO will identify and recommend qualified minority companies or associations to serve as contractor/sub-contractors for the UCC project;**

4. **OCTO will provide the ANC's with documentation of the present percentage for their goal of achieving the 35% LSDBE for the UCC project;**

5. **OCTO will establish strategic partnerships with minority contracting organizations community development corporations, and other Ward 8 organizations;**

6. **OCTO will develop and effectively implement comprehensive apprenticeship and intern programs targeted to the Ward 8 community. Specifically:**

    a. **Create apprenticeship and intern programs targeted for Anacostia, and Ballou Senior High School students, as well as, adult Ward 8 residents;**
    b. **OCTO will earmark at least 6 positions for summer school students of Anacostia and Ballou High Schools; and**
    c. **At least 3 Ward 8 adult residents will be trained for positions.**

7. **OCTO will provide effective and timely dissemination of project information to the Ward 8 community;**

8. **OCTO will develop a comprehensive program to address community concerns related to disturbance of the "Fly Ash" located on the proposed development area of the UCC. Specifically;**

    a. **If the Fly Ash is found to be a risk to resident's health, the development of that area on St. E., will be halted until further studies are provided. This information will be given to the ANC's immediately upon notification to OCTO;**
    b. **b. Inform the ANC's at least on a quarterly basis, of daily environmental readings regarding the air quality and any other tests related to the Fly Ash.**

9. **OCTO will inform the ANC's of the status regarding their work with the Office of Planning and the Department of Mental Health in the St. E. campus planning effort;**

10. **OCTO will not enter into a First Source Agreement with the D.C. Department of Employment Services in order to publicize positions created by the proposed development of UCC, in relation to positions earmarked for Ward 8 residents;**

11. **Should OCTO fail to perform any of the conditions or obligations as agreed upon in this Agreement, the ANC's reserve the right to request that the construction of this project be halted. This request will be requested through the Office of Zoning and all other D.C. government agencies involved or deemed appropriate;**

12. **No modification of any of the terms of this Agreement shall be valid unless in writing, not more than 30-days after this agreement has been signed, and it must be fully executed and acknowledged by the parties to this Agreement.**

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IN WITNESS WHEREOF, the parties hereto have signed and delivered these presents as their own free act and deed as of the date and year first herein above written.

Advisory Neighborhood Commission 8A

_____ Date: _____

W. Diane Glover
Chairperson ANC 8A

Advisory Neighborhood Commission 8C

_____ Date: _____

Mary Cuthbert
Chairperson ANC 8C

Office of the Chief Technology Officer

_____ Date: _____

Suzanne Peck
Chief Technology Officer
Government of the District of Columbia