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 CAMPUS

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;

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:

RECEIVED
D.C. OFFICE OF ZONING
2002 MAY 29 PM 4: 18

ZONING COMMISSION
District of Columbia
Case 01-36C
Exhibit 46

ZONING COMMISSION
District of Columbia
CASE NO.01-36C
EXHIBIT NO.46

DRAFT

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

1. **ANCs will assist in establishing proactive programs to ensure that employment opportunities are made available to Ward 8 residents;**

2. **ANCs will assist in establishing proactive programs 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; monthly**

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 designated Summer Youth Employment Program; 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. **Inform the ANC's at least on a monthly basis, of daily environmental readings regarding the air quality and any other tests related to the Fly Ash.**

DRAFT

9. **ANCs will work with the Office of Planning and the Department of Mental Health in the St. E. campus planning effort to which the UCC project and the Department of Mental Health have contributed a total of $1M:**

10. **Work with OCTO to ensure that the UCC project remains consistent with the Mayor's goal of "building and sustaining healthy neighborhoods and economic development";**

11. **OCTO will develop a system for evaluating the status pertaining to all involved contractors as to their concurrence of hiring, maintaining and continuing commitment to minority businesses. This means specifically:**

    a. **No contractor will employ minority contractors for initial purposes of adhering to the terms and agreements set forth regarding the hiring of minority contractors and then discharge those worker's without proper cause relating to the quality of work;**

12. **OCTO will 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;**

13. **Should OCTO violate any conditions or obligations as agreed upon in this MOU, the ANC's will redress by petitioning the Zoning Commission for abeyance; and**

14. **No modification of any of the terms of this Agreement shall be valid unless in writing, and it must be fully executed and acknowledged by the parties to this Agreement.**

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

DRAFT