

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into as of this 9th day of January 2019, to be effective as of the last date contained in the signature blocks below (the “Effective Date”), by and among the District of Columbia, through the Department of General Services (“DGS”) and the Department of Human Services (“DHS”), Advisory Neighborhood Commission 3C (“ANC”), and Neighbors for Responsive Government (“NRG”) regarding the property located at 3320 Idaho Avenue NW (Lot 849, Square 1818) (the “Property”). DGS, DHS, the ANC and NRG may be referred to herein individually as a “Party” and collectively as the “Parties”.

### RECITALS

WHEREAS, on April 5, 2017, the Board of Zoning Adjustment approved the application of DGS in BZA Case No. 19450, allowing DGS to construct a Short-Term Family Housing Shelter building pursuant to BZA Case No. 19450 (the “Project”) at the Property; and

WHEREAS, during the building permit process for the Project, DGS made modifications to the architectural plans that had been approved in BZA Case No. 19450, among which was the creation of a proposed 1000 square foot deck (“Proposed Deck”) on the south end of the planned playground (the “Playground”), and on August 7, 2018, the Zoning Administrator for the District’s Department of Consumer and Regulatory Affairs approved DGS’ request for the modifications to the architectural plans in BZA Case No. 19450; and

WHEREAS, the ANC and NRG have appealed the decision of the Zoning Administrator to the Board of Zoning Adjustment in BZA Case Nos. 19877 and 19895 (the “Modification Appeals”); and

WHEREAS, the Parties desire to enter into this Memorandum of Understanding, as follows:

1. **Incorporation of Recitals:** The parties acknowledge the Recitals set forth above, which are adopted by reference and incorporated in their entirety as if set forth fully below.
2. **Conditions of the Proposed Deck:** As part of the Project, DGS shall incorporate the following design and use conditions:
  - A. DGS will reduce the size of the Proposed Deck by 20% from the current 40’ x 25’ (1,000 square feet) to 40’ x 20’ (800 square feet).
  - B. DGS will add trees and shrubs around the Proposed Deck in order to create an additional noise buffer. The trees and shrubs will be approximately 20’ in width on the south side of the deck and approximately 6’-8’ in width on the west side of the deck.

- C. The hours during which the Proposed Deck and Playground can be used will be limited to 7:00 a.m. to 9:00 p.m. in accordance with D.C. Code § 22-1321(d).
  - D. Amplified or unreasonably loud music from any device played outside the proposed shelter building will be prohibited. "Unreasonably loud" music means sound that is above 60 decibels, which is the level established by the D.C. Parks & Recreation Permit Policies and Regulations.
  - E. Flood lights on the Proposed Deck or Playground will be prohibited.
- 3. Compliance:** DHS shall ensure that the entity responsible for operating the Project (the "Provider") will comply with the conditions of the Proposed Deck listed above as Paragraphs 2.c. and 2.d.. The Family Services Administrator (the "FSA") at the Department of Human Services shall ensure that the agency responsible will comply with the conditions of the Proposed Deck listed above as Paragraphs 2.b and 2.e.. Any and all complaints concerning compliance with the conditions set forth under Paragraph 2.c. and 2.d. shall be directed to the Provider and those concerning Paragraph 2.b and 2.e. shall be directed to the FSA. Upon designation of a Provider, the contact information for the Provider shall be provided to the ANC and NRG in writing. The Provider or FSA, as applicable, shall address all complaints in an expedient fashion and review and respond to the complaint within twenty-four (24) hours of receipt of the complaint. During review of a complaint, if the Provider or FSA, as applicable, discovers or concludes that there has been noncompliance with a condition set forth under Paragraph 2.b, 2.c., 2.d., or 2.e., the Provider or FSA, as applicable, shall bring Project operation and use into compliance with such condition as soon as possible but no later than five (5) business days after receipt of the complaint, and to take all reasonable steps necessary to ensure that operation and use of the Project remain in compliance with such Paragraphs.
- 4. Complaint Resolution:** In the event the Provider or FSA, as applicable, does not reasonably comply with its obligations set forth in Paragraph 3, any Party may request, in writing, a dispute resolution meeting with DHS. A dispute resolution meeting request under this Paragraph shall be directed as follows: to the Family Services Administrator at the Department of Human Services. Attendance at a dispute resolution meeting shall be mandatory for the complainants, DHS, and the Provider, as applicable, and must occur within ten (10) business days of the written request.
- 5. Withdrawal of Appeal:** In exchange for DGS incorporating the design and use conditions of the deck set forth under Paragraph 2 and the undertakings of DHS as set forth herein, the ANC and NRG shall file withdrawals of the Modification Appeals no later than five (5) business days from the Effective Date of this Memorandum of Understanding.
- 6. No Objection:** Provided that DGS and DHS take all reasonable measures to

comply with Paragraphs 2, 3, and 4, the ANC (to the extent permitted by law) and NRG will not further sue, challenge, contest, or file any objection, whether administratively or judicially, in connection with the Board of Zoning Adjustments or the Department of Consumer and Regulatory Affairs with regards to approvals, building permits, and developing the Project, but excluding any new building or demolition permits. The ANC herein acknowledges and states its support of the Project and agrees to work in good faith through construction to the completion of the Project.

7. **All Terms:** This Memorandum of Understanding constitutes the entire understanding between the parties and supersedes any and all prior verbal or written understandings relating to the subject matter of this Memorandum.
  
8. **Authority:** Each Party acknowledges that it, he or she: (a) has read this and (b) understands the terms and consequences of this Memorandum of Understanding. Each person executing this has the legal authority to sign this Memorandum of Understanding and to bind the person or Party for which he or she is signing.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the dates indicated below.

D.C. Department of General Services



By: Michael Jelen

Title: Chief Project Delivery officer

Date: 10 January 2019

D.C. Department of Human Services



By: Laura Green Zeitlinger

Title: Director, DHS

Date: 1/9/19

Advisory Neighborhood Commission 3C

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By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Neighbors for Responsive Government

Patricia H. Wittie

By: PATRICIA H. WITTIE

Title: TREASURER

Date: Jan. 9, 2019

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ACKNOWLEDGE & WITNESS

Councilmember Mary Cheh

\_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGE & WITNESS

Nancy MacWood, SMD ANC 3C09, and Angela Bradbery, SMD ANC 3C06, herein acknowledge and support the above MOU in their individual capacity and attest that they will bring the above MOU to the full ANC at the January 23, 2019 ANC meeting for support, and a vote to ratify the MOU and withdraw the appeal.

Nancy MacWood

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Title: \_\_\_\_\_

Date: \_\_\_\_\_

Angela Bradbery

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Title: ANC3C06 Commissioner

Date: 1/9/19