



# MEMORANDUM OF UNDERSTANDING

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This event rental Memorandum of Understanding (“**MOU**”) is entered into by and between the District of Columbia Public Library (“**DCPL**”) and **Government of the District of Columbia Executive Office of the Mayor – Office of Disability Rights** (“Agency” or “Renter”), collectively referred to as the “**Parties**,” to permit the use of space at the Martin Luther King Jr. Memorial Library, located at 901 G Street NW, Washington, DC 20001.

WHEREAS, DCPL owns certain facilities as described in this MOU which from time to time are available for rent; and

WHEREAS, Agency desires to rent those premises described in Section 2, and for the purpose described in Section 3; and

NOW, THEREFORE, in consideration of the payments of rents, fees, and other charges provided for herein and the covenants and conditions hereinafter set forth, Agency and DCPL hereby agree as follows:

## 1. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) authorizes the Parties to enter into this MOU.

## 2. RENTAL

This MOU confers use privileges only and does not create any tenancy or similar right in the User. DCPL hereby grants permission to Agency to use the following space, in the following manner described below:

<b>Space Description</b>	MLK Jr. Memorial Library 5 <sup>th</sup> Floor Event Space, Auditorium, and Conference Center Rooms 401.A, 401.C, 401.D, 401.E, and 401.F
<b>Date &amp; Time</b> <sup>1</sup>	Wednesday, October 30, 2024   8:00 AM – 5:00 PM
<b>Event</b>	Mayor Muriel Bowser presents: The Disability Career Fair
<b>Capacity Allowance</b>	5th Floor Event Space: 300   Auditorium: 291 Conference Center Rooms: 46
<b>Total Facility Use Cost</b>	\$1,840

Load-in, set-up and breakdown must be completed and all non-Library personnel must vacate the building by the end of the contracted time. DCPL reserves the right to charge penalty fees on events that exceed the contracted time as described in **Attachment A**. If

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<sup>1</sup> See Event Schedule detailed in **Attachment A**

there are amounts due in excess of the Total Facility Use Cost amount set forth in this MOU, the Parties shall, subject to Section 24, enter into a subsequent written agreement outlining all additional costs and amounts due to and from each Party.

Access to the loading dock and freight elevator is limited and must be scheduled with the Event Services team no later than fourteen (14) days in advance of the event. At that time, the Agency must provide the Event Services team with the dates, times, and names of individuals/vendors that will need access to the loading dock, freight elevator, and carts/dollies (if available). Load-in and load-out are the sole responsibility of the Agency and their vendors. Library employees are not available to help load-in and load-out for events. Public entrances and public elevators may not be used to deliver any equipment or other items for events. All staff working events using the service entrance must have proper identification (Driver's License, State ID, etc.) for building access.

### **3. USAGE**

The Renter will host a career fair for 300 persons with a disability, adults and teens. Box lunches will be served to exhibitors only from DC Central Kitchen. The 5<sup>th</sup> Floor Event Space and Pre-Function Space will host resource tables. The Renter will also be using five conference rooms for interviews or break-out sessions. No alcohol will be served during this event. No food or beverages, other than bottled water, will be allowed in the Auditorium.

### **4. EXCLUSIVE USE**

DCPL limits access and use to the **5th Floor Event Space, Auditorium, and Conference Center Rooms 401.A, 401.C, 401.D, 401.E, and 401.F** for the time period and stated purpose of the activity as defined and subject to additional limits or conditions on use as provided in this Agreement.

### **5. FUNDING PROVISIONS**

#### **A. Cost of Services**

Price breakdown is as follows:

SERVICE	AMOUNT	QUANTITY	PRICE PER SERVICE
5th Floor Event Space Base Rental Fee (D.C. Government At-Cost Rate)	\$1,100 for up to 6 hours	1	\$1,100
5th Floor Event Space Add'l Hours (D.C. Government At-Cost Rate)	\$180 per hour	3	\$540
Auditorium Add-on Rental Fee (D.C. Government At Cost Rate)	\$100 for up to 6 hours	1	\$100
Conference Center Room Add-On Rental Fee (D.C. Government Agency At Cost Rate)	\$20 per room	5	\$100
<b>TOTAL</b>			<b>\$1,840</b>

## 6. DEPOSIT AND COST OF SERVICES

Agency agrees to pay DCPL **\$1,840** in the following manner: The full amount will be journalized from Agency's Agency account to DCPL's Revenue Account. Please provide Agency codes in a Payment Memo (sample included as **Attachment B**) or in an MOU. D.C. Government Purchase Cards ("PCards") are NOT an acceptable form of payment.

## 9. MOU REPRESENTATIVES

DCPL	RENTER
<b>Representative:</b> Ayahna Hunter <b>Title:</b> Event Program Coordinator <b>Address:</b> 901 G Street NW, Washington, DC 20001 <b>Telephone No.:</b> 202-645-4425 <b>Email Address:</b> Ayahna.hunter@dc.gov	<b>Representative:</b> Mathew McCollough <b>Title:</b> Director <b>Address:</b> 441 4 <sup>th</sup> Street NW, Suite 729N, Washington, DC 20001 <b>Telephone No.:</b> 202-702-7213 <b>Email Address:</b> Mathew.mccollough@dc.gov cc: Ngoc.trinh@dc.gov

## 10. ALCOHOL SELECTION

- ☒ Agency elects to **NOT** have Alcohol served for the entire duration of their permitted facility use. Agency understands that having Alcohol on the premises is a breach of the MOU and can result in the termination of this MOU, immediate removal from the reserved space, and forfeiture of the rental fees.
- ☐ Agency elects to have Alcohol served during their permitted facility use. Agency understands that the Alcohol can only be served and provided by an authorized caterer who has submitted all necessary paperwork to DCPL as required by law. Agency understands that having Alcohol on the premises that is not provided and/or served by an authorized caterer is a breach of the Agreement.

Richard Reyes-Gavilan, Executive Director of DCPL, grants an exemption under 1

DCMR §1416.3 for alcohol to be served and used on DCPL property for this event, with the caterer as indicated in Section 3. Usage, above. . District government funds may not be used to purchase alcohol.

## 11. CATERING SELECTION

- ☐ Agency elects to not have any food or beverages on the premises for the entire duration of their permitted facility use.
- ☐ Agency elects to provide their own prepackaged snacks and beverages, the value of which cannot exceed \$250 on the premises for the entire duration of their permitted facility use. Note this selection may not be available for large parties.
- ☒ Agency elects to have food and beverages supplied by a DCPL-approved caterer. The caterer will be on the premises for the entire duration of their permitted facility use. Agency will enter into a separate agreement with caterer for catering services.

Except for rentals in the Conference Center, DCPL requires the following documentation for any caterer providing services at the MLK Library, which shall be included as **Attachment C**:

- Valid catering license
- Valid business license
- Insurance documentation as detailed in **Attachment D** (relevant clauses as identified with “FOR CATERERS”)

## 12. ALCOHOL / TOBACCO / DRUG USE

All alcohol must be purchased through DCPL’s approved caterers. The sale of drink tickets, the exchange of tickets for alcohol, self-service bars, and self- service alcohol at guest tables are all strictly prohibited. Alcohol is not allowed in non-event areas of DCPL at any time. Alcohol service must end thirty (30) minutes prior to the end of the event indicated on the contract. Water and food must be provided at events where alcohol is served.

Library policy and D.C. Official Code §7- 1703.04(a) prohibits individuals from using tobacco at any time on DCPL’s premises. This includes cigarettes, cigars, chewing tobacco, snuff, pipes, electronic smoking devices and any non-FDA approved nicotine delivery devices. DCPL’s premises include the inside of the building, parking lot and external grounds.

DCPL is a drug-free zone in accordance with DC ST § 48-904.07a. Anyone possessing drugs with the intent to distribute within 1000 feet from DCPL are subject to punishment and/or fines in accordance with DC law.

### **13. DCPL EVENT RENTAL POLICY AND GUIDELINES**

Agency must follow all DCPL Event Rental Policy and Guidelines as outlined at [dclibrary.org/eventrentals](http://dclibrary.org/eventrentals). Any violation of the policy and guidelines are subject to immediate removal and cancellation of the MOU.

### **14. CANCELLATION BY AGENCY**

All requests to cancel or reschedule must be made in writing to Events Services. The date of the cancellation request shall be the date the Events Services team receives written notification of the request. DCPL will work with Agency to the best of its ability to reschedule events up until 90 days before the date of the event, if possible. The initial 50% deposit fee due at the signing of this MOU, will be refundable for cancellations made prior to 30 days before the event.

### **15. CANCELLATION BY DCPL**

DCPL reserves the right to cancel or amend a reservation if necessary due to a cause that is not the fault of DCPL (i.e., inclement weather, furlough, states of emergency and/or “acts of God”). Agency may reschedule an event by negotiating with DCPL for a mutually agreeable time, with preference given to DCPL. If the event cannot be rescheduled, the Agency will receive a full refund of any payments made to date. DCPL may also cancel a reservation for changes in applicable law or policy affecting the services described herein. Cancellation by DCPL shall be in writing delivered by electronic mail, or certified mail to the Agency.

### **16. FUNDRAISING**

Donations may be directly or indirectly requested for any charitable purpose including philanthropic, social service, patriotic, welfare, benevolent, or educational so long as Agency is in compliance with DC Code § 44-1701. Any charitable organization requesting funds on DCPL property must have current registrations for this activity, including the District’s basic business license and valid certificate of registration authorizing charitable solicitations.

### **17. RECORDING AND PHOTOGRAPHY**

Photography and/or filming is allowed on the premises during the time period and in the areas of the building booked by clients for their private event. Agency must provide details about the individuals/groups participating in the photography or filming, a timeline and a list of specific locations for the photography and/or filming. Detailed requests must be submitted to Event Services at least seven (7) calendar days before the event. DC Public Library reserves the right to approve or deny any photography and/or filming requests that

fall outside of the rental time period or area of the building. Any pre-event walk-through for photographers and videographers must be scheduled in advance with Events.

## **18. NON-ENDORSEMENT**

Renting space at DCPL in no way constitutes an endorsement of a particular group or its policies, beliefs, or programs by the DC Public Library or Board of Library Trustees. DCPL or Board of Library Trustees shall not be listed as an event sponsor on any printed or electronic publications, advertisements, announcements, or tickets unless specific approval has been granted by Events staff. Use of DCPL's logo is not permitted unless a member of the Events team grants written approval.

## **19. PROMOTIONAL DISPLAYS ON PREMISES**

Agency agrees to adhere to the rules and agrees that promotional or advertising materials may not be posted, distributed or displayed on the premises of DCPL without the prior written consent of Event Services. Placement of any such materials must be determined by Event Services. Any permitted promotional or advertising materials **MUST** be removed at conclusion of event. Signage displays or other materials must not impede pedestrian or vehicular traffic or lead to visual clutter. Emergency exits may not be blocked.

## **20. RENTAL SPACE ALTERATIONS AND PROHIBITED ITEMS**

Decorations and venue alterations must be approved by DCPL Events Services. The following items and materials are prohibited:

- Helium balloons and machines producing bubbles, smoke or fog;
- Glitter, paint powder, bird seed, rice, beans, confetti and similar materials;
- Staples, tape, tacks, nails, or any material that attaches or adheres to Library furniture, fixtures, structures, walls, ceilings or floors, though low-adhesive tape to mark the floor including vinyl floor stickers and window clings, without prior written approval by DCPL Event Services;
- Anything that might stain or damage the floors;
- Water features, ice sculptures, or similar;
- Open flames, including but not limited to, real flame candles and sparklers. Chafing dish fuel is allowed only when handled by the caterer. Open flames are permitted for select appliances used outside (such as heaters and certain types of commercial-grade cooking tools used by the caterer), subject to written approval from DCPL Events Services;
- Animals, without prior written approval by DCPL Event Services. Service animals under the ADA are allowed; and
- Weapons of any kind.

## **21. SECURITY**

It is expressly agreed and understood that DCPL's Department of Public Safety is responsible for providing security for the event. Agency agrees that DCPL's Department of Public Safety, in its sole discretion, will determine the extent of security to be provided for the event.

## **22. FORCE MAJEURE**

DCPL shall not be liable for failure to perform if such failure is caused by or is because of acts or regulations of public authorities, labor disputes, civil tumult, strike, epidemic, weather or any other cause beyond the control of DCPL.

## **23. ASSIGNMENT**

Neither Party shall assign or transfer this Memorandum of Understanding or any portion thereof.

## **24. ANTI-DEFICIENCY LIMITATION: AUTHORITY**

Each Party's duty to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and D.C. Official Code § 1-204.46 (2001); as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOU shall create an obligation on either Party in anticipation of an appropriation by Congress for such purpose, and each Party's legal liability for any obligations under this MOU shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

## **25. NOTICE OF NON-DISCRIMINATION**

In accordance with District and federal laws, DCPL does not discriminate on the basis of actual or perceived race, color, disability, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an interfamily offense, or place of residence. Harassment based on any of the above protected categories is prohibited by law.

## 26. SEVERABILITY

This MOU shall be deemed severable and any provision of this MOU that violates any statute, rule, regulation of the District of Columbia or the United States or is otherwise invalid or unenforceable shall be deemed to be severed and shall not affect the enforceability of any other provision thereof.

## 27. RELATIONSHIP OF THE PARTIES

For the purposes of this MOU and other related agreements signed by the Parties, neither Party is the agent of the other nor has the right or authority to bind the other Party through its actions or any other agreements or communications. This MOU does not constitute a partnership between the Parties.


## 28. ENTIRE AGREEMENT/AMENDMENT

This MOU contains the entire MOU among the Parties. The Parties to this MOU agree that they shall have the opportunity to review and comment on all proposed addendums that shall become part of this MOU herein. Any addendums and modifications to this MOU, to be effective, must be in writing and signed by the Parties hereto. The Parties of this MOU also agree that the contracting between the Parties with another outside vendor/party does not obligate and/or bind any other Party of this MOU to the contract of the other.

## 29. AUTHORIZATION AND ACCEPTANCE

By signing below, the Parties agree to all terms and conditions of this MOU.

### DISTRICT OF COLUMBIA PUBLIC LIBRARY

By:   
Barbara Jumper  
Chief Business Officer

Date: 11/04/24

By: \_\_\_\_\_  
Richard Reyes-Gavilan Executive Director  
(Signature is only required for Events where Alcohol is served.)

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



**AGENCY**

By: Mathew McCollough Date: Nov 04, 2024  
Mathew McCollough  
Director

# ATTACHMENT A

**Event Schedule**  
**Mayor Bowser presents: The Disability Career Fair**  
**Wednesday, October 30, 2024**  
**5th Floor Event Space, Auditorium, and**  
**Conference Center Rooms 401.A, 401.C, 401.D, 401.E, and 401.F**  
**MLK Jr. Memorial Library**

**Vendors**

*Anticipated vendors at time of contract. Final vendor details and load-in & arrival schedule is due to DCPL no later than 14 days before the event.*

CATEGORY	COMPANY	POINT OF CONTACT	Loading Dock Access Needed?	NOTES
Caterer	DC Central Kitchen	Maurice Gilliam	No	

**Run of Show**

*At time of contract, load-in times are tentative. DCPL will work with Occasions and Licensee to confirm final load-in times, based on the loading dock schedule for the event date, no later than 14 days before the event.*

Date	Time	Activity	Location
Wednesday, October 30, 2024	7:30 AM	Load-In	MLK Front Entrance, Loading Dock
Wednesday, October 30, 2024	8:00 AM	Set-Up/Staff Breakfast	5th Floor Event Space, Auditorium, and Conference Center Rooms 401.A, 401.C, 401.D, 401.E, and 401.F
Wednesday, October 30, 2024	9:00 AM	Attendee Arrival	MLK Front Entrance
Wednesday, October 30, 2024	9:30 AM – 4:00 PM	Program	Auditorium, 5 <sup>th</sup> Floor Event Space
Wednesday, October 30, 2024	10:00 AM – 4:00 PM	Interviews	Conference Center Rooms 401.A, 401.C, 401.D, 401.E, and 401.F
Wednesday, October 30, 2024	4:15 PM	Breakdown	5th Floor Event Space, Auditorium, Conference Center Rooms 401.A, 401.C, 401.D, 401.E, and 401.F
Wednesday, October 30, 2024	5:00 PM	Load-Out	5th Floor Event Space, Auditorium, and Conference Center Rooms 401.A, 401.C, 401.D, 401.E, and 401.F
Wednesday, October 30, 2024	5:30 PM	Breakdown & Load-Out Complete	MLK Front Entrance, Loading Dock

# ATTACHMENT B

\*\*\* Memo should be written on Licensee Agency's Letterhead \*\*\*

**MEMORANDUM**

TO: Cherylle Pacana  
Agency Fiscal Officer  
DC Public Library

FROM: Name of Licensee  
Agency AFO Agency Fiscal Officer  
Agency

DATE:

SUBJECT: Agency Transfer Account Information for DC Public Library Events Rental  
Costs

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Space Description: \_\_\_\_\_  
Date & Time: \_\_\_\_\_  
Event: \_\_\_\_\_  
Capacity Allowance: \_\_\_\_\_  
Total Facility Use Cost: \_\_\_\_\_  
(above information pulled directly off of contract)

Licensee Agency Account Information:

Buyer Agency Code: \_\_\_\_\_  
Buyer Program: \_\_\_\_\_  
Buyer Cost Center: \_\_\_\_\_  
Buyer Fund: \_\_\_\_\_  
Buyer Project Number: \_\_\_\_\_  
Assigned to Seller: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project #: \_\_\_\_\_  
Award #: \_\_\_\_\_  
Task #: \_\_\_\_\_  
Account#: \_\_\_\_\_  
Cost Center#: \_\_\_\_\_  
Funding Amount Agreed Upon: \_\_\_\_\_

This memo allows the DC Public Library to charge the above project from the codes provided. D.C. Government Purchase Cards ("PCards") are NOT an acceptable form of payment.

# ATTACHMENT C



**GOVERNMENT  
OF THE  
DISTRICT OF COLUMBIA**  
Muriel Bowser, Mayor

**Department of Licensing and Consumer Protection**

**Business Licensing Division  
1100 4th Street S.W.  
Washington DC 20024**

Date Issued : 08/30/2023  
Category : 9305  
License# : 930522000001  
License Period : 09/01/2023 - 08/31/2025

**BASIC BUSINESS LICENSE**

<b>Billing Name and Address :</b> GLENDA COGNEVICH Dc Central Kitchen  425 2nd Street NW Washington DC 20001	<b>Premise/Application's Name and Address :</b> D.C. Central Kitchen, Inc. (The)  901 G ST NW, WASHINGTON, DC 20001	<b>Registered Agent's Name and Address :</b> Glenda Cognevich  425 Second St., N.W. Dc Central Kitchen Washington DC 20001
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Owner's Name :  
Corp. Name : D.C. Central Kitchen, Inc. (The)  
Trade Name :

CofO/HOP# : CO2001847	SSL : 0375 0128	Zone : D-7	Ward : 2	ANC : 2C	PERM NO. :
		UNITS : 1			

Public Health: Retail Food Establishment - Delicatessen

**--THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES--**

\*License Effective from the later of Issued or Start of License-Period Date

  
Interim Director :  
Shirley Kwan-Hui



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Andrew Agency Inc 4551 Cox Road Suite 100 Glen Allen VA 23060	<b>CONTACT NAME:</b> Chris Biamonte <b>PHONE (A/C, No, Ext):</b> (804) 320-2886 <b>E-MAIL ADDRESS:</b> chris@theandrewagency.com <b>FAX (A/C, No):</b> (804) 320-5750
<b>INSURED</b> The DC Central Kitchen, Inc. and DCKK Support Corporation DBA Fresh Start Catering & Contract Foods, DBA Marianne's, et-al 2121 First Street, SW WASHINGTON DC 20024	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Selective Insurance America <b>INSURER B:</b> Sequoia Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 12572 22985

**COVERAGES****CERTIFICATE NUMBER:** CL242207194**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		S 2407323	02/05/2024	02/05/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		S 2407323	02/05/2024	02/05/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		S 2407323	02/05/2024	02/05/2025	PROPERTY DAMAGE EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	QWC1301036	08/28/2023	08/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability and Abuse & Molestation			S 2407323	02/05/2024	02/05/2025	Each Occurrence Limit \$ 1,000,000 Annual Aggregate Limit \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

General Liability Policy includes form#CG 7300NY, CG7310NY which include Primary & Non-Contributory, Additional Insured & Waiver of Subrogation when required by written contract. Business Auto policy includes form #CA7809, CA7813 & CA7822 which include Primary & Non-Contributory, Additional Insured & Waiver of Subrogation when required by written contract. Umbrella policy also applies to Professional Liability coverage, and follows underlying coverage on General Liability, Auto Liability, Employers Liability, Employee Benefits E & O. Re: New location added 10-1-20: 901 G Street NW, Ground Floor, Washington DC 20001

**CERTIFICATE HOLDER****CANCELLATION**

The Government of the District of Columbia, DC Public Library  
Attn: Diane B. Wooden  
901 G Street, NW, 4th Floor  
Washington DC 20001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# ATTACHMENT D

**DCPL- EVENT AT MLK JR LIBRARY INSURANCE REQUIREMENTS TEMPLATE  
(good through March 31, 2025)**

**INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Licensee at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Licensee shall submit a Certificate of Insurance to the DCPL giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the DCPL.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Licensee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Licensee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Licensee or its subcontractors, and not the additional insured. The additional insured status under the Licensee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the DCPL in writing. All of the Licensee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Licensee or its subcontractors, or anyone for whom the Licensee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Licensee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee and subcontractors.

**B. INSURANCE REQUIREMENTS**

1. Commercial General Liability Insurance ("CGL") - The Licensee shall provide evidence satisfactory to the DCPL with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the DCPL in writing), covering liability for all ongoing and completed operations of the Licensee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an

**DCPL- EVENT AT MLK JR LIBRARY INSURANCE REQUIREMENTS TEMPLATE  
(good through March 31, 2025)**

Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Licensee shall provide evidence satisfactory to the DCPL of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the DCPL in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Licensee in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Licensee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Defense costs shall be in addition to and not erode the limits of liability
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

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**FOR CATERERS**

3. Workers' Compensation Insurance - The Licensee shall provide evidence satisfactory to the DCPL of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Licensee shall provide evidence satisfactory to the DCPL of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
- b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
- c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

**FOR CATERERS**

4. Liquor Liability Insurance - The Licensee shall provide evidence satisfactory to the DCPL of Liquor Liability Insurance naming The Government of the District of Columbia as an Additional Insured on a primary and non-contributory basis. A Waiver of Subrogation in favor of The Government of the District of Columbia must be included. The minimum limit required is \$1,000,000 per occurrence and \$2,000,000 in the aggregate. **FOR CATERERS**
5. Commercial Umbrella or Excess Liability - The Licensee shall provide evidence satisfactory to the DCPL of commercial umbrella or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion. **FOR CATERERS**

**C. SUBCONTRACTOR INSURANCE REQUIREMENTS**

Any and all subcontractors engaged by Licensee for work under this agreement shall be required to have the same insured required of Licensee. Should the Licensee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Licensee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Licensee. In either

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instance, the Licensee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

**D. PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

**E. DURATION.** The Licensee shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

**F. LIABILITY.** These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Licensee's liability under this contract.

**G. LICENSEE'S PROPERTY.** Licensee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.

**H. MEASURE OF PAYMENT.** The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Licensee shall include all of the costs of insurance and bonds in the contract price.

**I. NOTIFICATION.** The Licensee shall ensure that all policies provide that the DCPL shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Licensee no long complying with the above requirements. The Licensee shall provide the DCPL with ten (10) days prior written notice in the event of non-payment of premium. The Licensee will also provide the DCPL with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Licensee at least 30 days' notice of the change. Licensee must comply, at your expense, and deliver to the DCPL evidence of compliance before the change becomes effective.

**J. CERTIFICATES OF INSURANCE.** The Licensee must send to DCPL, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Licensee must also provide us with evidence of renewal before the expiration date of each insurance policy. Licensee is responsible for providing us with 30 days advanced written notice if the certificate of

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insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. .  
Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:  
Linnea Hegarty, DC Public Library  
901 G Street, NW Washington, DC 20001  
(202) 727-1101  
Linnea.Hegarty@dc.gov**

The DCPL may request and the Licensee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Licensee expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the DCPL prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the DCPL on an annual basis as the coverage is renewed (or replaced).

- K. DISCLOSURE OF INFORMATION. The Licensee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Licensee, its agents, employees, servants or subcontractors in the performance of this contract.
- L. CARRIER RATINGS. All Licensee's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. WARRANTIES. When applicable, the Licensee should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). DCPL should collect, review for accuracy, and maintain all warranties for goods and services.

# REV DC Disability Right 10.30.24 MOU

Final Audit Report

2024-11-04

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