

MEMORANDUM OF UNDERSTANDING

I. PURPOSE

The information set below will apply to use of the E. Barrett Prettyman and William B. Bryant Annex Courthouse by outside organizations, including law schools, bar organizations and other educational groups. The purpose of this Memorandum of Understanding (MOU) is to establish the terms of the agreement between the United States District Court (USDC) and outside organizations that request the Court's facilities, specifically the courtrooms. This MOU outlines the responsibilities of outside organizations, the USDC, General Services Administration (GSA), and FAME as they pertain to said requests.

II. BACKGROUND

The USDC has traditionally allowed outside organizations to utilize its courtrooms for events held throughout the year. It intends to continue this practice, but due to recent events, the Court will place limits on the usage of courtrooms and other areas of the Courthouse.

III. RESPONSIBILITIES

- A. Responsibilities of the USDC
 1. The USDC may make available a maximum of four (4) regular-sized courtrooms for use by outside organizations.
 2. The USDC may also make available the Ceremonial Courtroom (#20) depending on the size and needs of each individual organization.
 3. During the summer (May through September), the courthouse is cooled Monday through Friday from 8:00 a.m. to 6:00 p.m. After 6:00 p.m. on weekday evenings, the Court will not provide cooling for outside groups. The weekend hours for the cooling period (May through September) are 9:00 a.m. to 5:00 p.m. Thus, after 5:00 p.m. on summer weekends, the Court will not provide cooling for outside groups. From October through April, the Court will not offer any weekend utilities for outside groups.
 4. During the winter months, the USDC is not required to provide heat on the weekends. Thus, weekend organizations will be advised to dress appropriately during these months.

B. Responsibilities of Outside Organizations

1. Outside organizations shall not alter the condition of those courtrooms to which they have been granted usage. If any outside organization encounters a situation necessitating supplemental fixtures or furnishings, it shall contact the USDC to discuss the situation and make future arrangements through that course of action.
2. Outside organizations shall leave courtrooms in the same condition in which they were found. If furniture is moved, it shall be returned to its original position prior to the organization vacating the space.
3. Outside organizations shall neither move, adjust, nor tamper with courtroom electronics (including the podiums). The cost of any damage resulting from the disregard of this stipulation shall be born by the organization responsible.
4. Upon utilizing USDC courtrooms, outside organizations shall be responsible for the maintenance of their cleanliness and order. Eating is permitted ONLY in the Annex Cafeteria, the Annex Atrium, and the Historic Judges' Dining Room on the 6th floor of the main building. Access to the Annex Cafeteria and the Historic Judges' Dining Room will only be available to outside organizations will express permission. In these locations, trash must be deposited in the appropriate waste receptacle.
5. Smoking is not permitted in the Courthouse. Outside organizations shall refrain from smoking in courtrooms and in the Courthouse in accordance with the Court's building regulations.
6. Outside organizations shall report any damage to courtrooms to the Administrative Assistant to the Chief Judge, located in Annex Room 2002. Such reports along with any questions or concerns may be made by calling 202-354-3320.
7. Upon conclusion of the event, outside organizations shall remove all documents and any remaining affects from the courtrooms. The official responsible for the outside organization shall conduct a walkthrough to determine whether or not the condition of the courtroom(s) utilized meets the requirements as outlined in this MOU. A Courthouse official will conduct a separate walkthrough on the day(s) following the event.
8. Outside organizations requesting food services shall be responsible for contracting directly with the Court's food service contractor, FAME. Payment must be made directly to FAME without involvement by the Court.

C. Responsibilities of GSA

1. GSA shall provide standard janitorial services five days a week (Monday through Friday, excluding Federal holidays). GSA shall spot-check each assigned courtroom after the event or at some point the next day (on Mondays if the event takes place over the weekend).
2. The spot-check shall include picking up any loose papers, emptying the trash, and making sure things in the courtrooms are in order. The spot-check procedures are included in GSA's standard services at no additional cost.
3. Outside groups that leave the facility in a condition that requires more service than a simple spot-check may be responsible for the cost of a service call if conditions warrant. The groups will be informed of Melwood's current Rate Schedule is \$21/hour per cleaner for each courtroom. The fee may escalate depending on how many cleaners are required and how much time they will spend cleaning the space. GSA will request a service proposal from Melwood, which will provide a description of the space to be cleaned and the approximate time-frame. Melwood will perform the cleaning service. The outside organization shall pay Melwood directly via cash, check, or credit card. If the organization is sponsored by one of the judges and/or a local bar organization, payment *may* be paid from non-appropriated funds. Organizations that fail to pay the facilities maintenance fee may be barred from using the Courthouse in the future.

D. Responsibilities of FAME

1. FAME shall be responsible for providing, setting up and dismantling its own tables, chairs, and linens in the event that the outside organization contracts directly with them for food service. This cost shall be included in the contractual agreement between FAME and the outside group.
2. If the group is sponsored by one of the judges and/or a local bar organization, FAME may work with Courthouse officials to contract an agreement in which the Court may be responsible for providing tables, chairs, and other items for the event.

IV. MODIFICATIONS AND TERMINATION OF AGREEMENT

In the event that the USDC needs to regain the courtrooms, it shall provide reasonable notice to the outside organization.

Upon mutual agreement of both parties, this MOU may be modified. Any material modifications to this MOU shall be in writing.

V. POINTS OF CONTACT

For the USDC:

<u>Title</u>	<u>Phone</u>	<u>Fax</u>
Nancy Mayer-Whittington Clerk	202-354-3510	202-354-3067
Sheldon Snook Assistant to the Chief	202-354-3320	202-354-3412
Angela Caesar Chief Deputy of Administrative Services	202-354-3181	202-354-3023

For GSA/Melwood:

<u>Title</u>	<u>Phone</u>	<u>Fax</u>
Gary Breeds GSA Team Leader	202-273-1021	202-273-1023
John Lynch Sr. Building Manager	202-273-1022	202-273-1023
Rodolfo Ramirez Senior Building Manager	202-208-0657	202-273-1023

For FAME:

<u>Title</u>	<u>Phone</u>	<u>Fax</u>
Ludwig Schmitz FAME District Manager	202-289-4015	202-289-4019

For Outside Organizations

Title

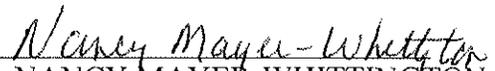
Phone

Fax

The effective date of this agreement is

TO BE FILLED OUT

For the USDC:


NANCY MAYER-WHITTINGTON

Clerk of Courts

U.S. District and Bankruptcy Courts for
the District of Columbia

333 Constitution Avenue, N.W.

Washington, D.C. 20001