

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY



April 24, 2014

Hon. Kenyan McDuffie
Chairman
Committee on Government Operations
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 506
Washington, D.C. 20004

Dear Councilmember McDuffie:

Thank you for the opportunity to testify before the Committee regarding the Fiscal Year 2015 budgetary needs of the offices under the purview of the Boards of Ethics and Government Accountability (BEGA): the Office of Government Ethics (OGE) and the Office of Open Government (OOG). Set forth below are the responses to the questions the Committee posed during the April 14, 2014, Board of Ethics and Government Accountability Budget Oversight Hearing.

1. Please provide clarification regarding the decrease of \$101,832 due to the realignment of 2 FTEs to part-time status and the increase of \$112,000 in local funds as described in the Agency Budget Submission narrative and on Table AGO-5 on page A-217 of the FY 2015 Proposed Budget and Financial Plan.

Table AGO-5 of the budget chapter for BEGA provides information on changes between the FY 2014 Approved Budget and the FY 2015 Current Services Funding Level (CSFL) Budget. Also, the table shows internal changes between the FY 2015 CSFL budget and the actual FY 2015 Agency Budget Submission. The top half of the table shows that the agency budget was increased by \$47,000 as a result of adjustments designed to reflect what it would cost an agency to continue its current programs and operations into the following year.

The narrative miscategorizes the 2 FTEs. The positions originally were allocated to the Board of Ethics and Government Accountability as Auditor positions, CSG-11 Regular Pay Full Time. Management determined the positions were to be filled as Investigator positions. To facilitate the change and to allow for the positions to be properly posted and filled, the FTE's were re-categorized as CSG-12 Regular Pay Temporary. The positions are now regular full-time permanent positions.

The cost of both FTEs as proposed for FY 2015 is \$112,000. The table notes that other adjustments are related to fringe benefit cost increases that impact both program areas as well as decreases in personal services and non-personal services costs related to the

Office of Open Government. Another entry in the table shows the decrease of \$102,000 related to the shift of the aforementioned 2 existing FTEs. These were not new positions added to the budget. The dollar difference between the increase and the decrease reflects a change from the original budgeted amount for these positions in FY 2014 and the proposed dollar amount for the positions in FY 2015. These internal changes are between the FY 2015 CSFL budget and the actual FY 2015 Agency Budget Submission.

2. Please provide details of the reprogramming of funding approved for the Attorney Advisor FTE for the Office of Open Government in the amount of \$96,000 from Personal Services to Non-Personal Services, resulting in the available funds of \$44,000 currently allocated for the Information Technology Specialist position.

The \$96,000 was part of the Personal Services Budget shared by the Office of Open Government and the Office of Government Ethics. Of that amount, \$60,000 was reprogrammed to pay the costs of daily operations for litigation support services, requests for telephone services, monthly stipend payments for BEGA Board members and purchasing general office supplies.

3. Please provide details regarding the source of funding for wiring the BEGA hearing room with video teleconferencing capability.

The funding for the wiring of the room predated the start of the current Fiscal Year. BEGA entered into an MOU with the Office of the Chief Technology Officer on August 2, 2013, in the amount of \$156,684.55. BEGA allocated \$80,000 and the Executive Office of the Mayor provided the remaining funding of \$76,684.55. (See ATTACHMENT A).

4. Please provide contract expenditures for the current Fiscal Year, including the cost for the website development vendor.

BEGA has no funds under contracts (COMP Source 0041), but used funds in COMP Source 0040 to pay inQbation \$20,885.30 for the first phase of BEGA's Website development.

Fiscal Year 2015 Budget Requirements – Office of Open Government

As noted in testimony provided to the Committee, the Office of Open Government continues to operate with less than minimum staffing levels. To meet the mandates of the Office, a minimum of one Attorney-Advisor FTE (\$96,000); one Information Technology Specialist FTE (\$64,000 – currently budgeted at only \$44,000); and \$30,000 in IT infrastructure cost funding to develop the Open Government portal and maintain the BEGA Website will be necessary.


Fiscal Year 2015 Budget Requirements – Office of Government Ethics (“OGE”)


As noted in testimony provided to the Committee, the Office of Government Ethics agrees with the Mayor's proposal to add two additional FTEs to the OGE staff – an Investigator to assist with investigations and an Administrative Assistant to handle

Financial Disclosure and Lobbyist matters. However, additional NPS funds also will be required to meet expected costs including: two workstations to support the additional employees (\$12,000); statutory stipends for the three Board Members (\$51,000); Court Reporter Services and litigation costs for enforcement proceedings (\$50,000); DCHR support services for personnel matters (\$7,500); LexisNexis legal research subscription, ProLaw case management support, copy machine maintenance, and general office Supplies (\$21,000); and, DCNet – RTS (telephones/cell phones equipment, data drops, etc.) (\$7,000). The total expected NPS expenses are \$148,500 of which the Mayor has proposed \$128,778.23. It should be noted, however, that the \$128,778.23 proposed by the Mayor assumes use of \$60,000 in funds held in BEGA's Lobbyist registration O-Type Revenue fund. Unfortunately, these funds, by law, can be used only on Lobbyist-related activities and the above-stated expenses are not so related. As a result, the Mayor's proposal really only offers \$68,778.25, leaving a difference of **\$79,721.77** – the amount of additional NPS funds needed by OGE for FY 2015.

Please feel free to contact either of us if you have any questions or require any additional information concerning our respective offices. We can be reached at (202) 481-3411.

Sincerely,


 TRACI L. HUGHES
 Director of the Office of Open Government
 Board of Ethics and Government
 Accountability


 DARRIN P. SOBIN
 Director of Government Ethics
 Board of Ethics and Government
 Accountability

Enclosure

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA BOARD OF ETHICS AND GOVERNMENT
ACCOUNTABILITY
AND
DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER-
DC NET
FOR FISCAL YEAR 2013**

I. INTRODUCTION

This Memorandum of Understanding (this “MOU”) is entered into between the District of Columbia Board of Ethics and Government Accountability (“Buyer Agency”) and the District of Columbia Office of the Chief Technology Officer-DC NET (“Seller Agency”), collectively referred to herein as the “Parties”.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) (2010 Supp.).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The District of Columbia Board of Ethics and Government Accountability (BEGA) has requested a Video Conferencing (VTC) solution in their Hearing Room at their headquarters located at 441 4th Street NW.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

A. RESPONSIBILITIES OF SELLER AGENCY

Seller to provide all IT professional services to complete a turn-key implementation of the network infrastructure including:

All planning, design, and implementation of the infrastructure;

All design build documentation and project management throughout the project lifecycle;

Procurement of all equipment identified in Appendix A of this MOU. Equipment will be procured and installed by the end of the current fiscal year 2013.

Equipment will be immediately ordered upon receipt of funds and order entry into PASS.

All installation, configuration, testing, failover, equipment burn-in, and acceptance of all video teleconferencing equipment;

Please See Appendix A for details. Please see Attachment B for Room layout and design.

B. RESPONSIBILITIES OF BUYER AGENCY

Buyer to provide funding for all non-recurring equipment and professional service charges identified in this MOU;

Buyer will issue a Request for Telecommunications Services (RTS) for all recurring or non-recurring charges not included in this MOU;

Buyer is responsible for any additional cabling, network drops and/or electrical receptacles required to support the video endpoints. Cabling/data drops are not included in this quote MOU.

Buyer will ensure unencumbered premise access to Seller for both initial installation deployment and all corrective and preventative maintenance.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall begin on the date the last Party hereto signs this MOU and shall expire on September 30, 2013, unless terminated in writing by the Parties prior to the expiration.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

Total cost for goods and/or services under this MOU shall not exceed \$156,684.55 for Fiscal Year 2013. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided, based on the rates provided in the budget included as Appendix A and the Pricing Guide attached as Attachment A.

B. PAYMENT

1. Payment for the goods and/or services shall be made through an Intra-District advance by Buyer Agency to Seller Agency based on the total amount of this MOU.
2. Seller Agency shall submit monthly reconciliations which shall include [(1) List of materials and their costs; (2) labor costs including hourly rates for all laborers and (3) actual cost of overhead.
3. Advances to Seller Agency for the services to be performed and/or goods to be provided shall not exceed the amount of this MOU (\$156,684.55).
4. Seller Agency shall receive the advance and bill Buyer Agency through the Intra-District process only for those goods and/or services actually provided pursuant to the terms of this MOU. Seller Agency shall notify Buyer Agency within forty-five (45) days of the end of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. Seller Agency shall return any excess advance to Buyer Agency within thirty (30) days of the end of the current fiscal year.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties 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, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS AND MODIFICATIONS

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties

VIII. CONSISTENT WITH LAW

The Parties shall comply with all applicable laws, rules and regulations whether now in effect of hereafter enacted or promulgated.

IX. COMPLIANCE AND MONITORING

Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

X. RECORDS AND REPORTS

Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three years from the date of expiration or termination of this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of Buyer Agency and other officials as may be specified by the District of Columbia in its sole discretion.

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving twenty (20) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the current fiscal year.

XII. NOTICES

The following individuals are the contact points for each Party:

Traci L. Hughes, Esq.

Director of the Office of Open Government
Board of Ethics and Government Accountability
441 4th Street NW Suite 830 South
Washington, DC 20001
Phone 202-481-3406
traci.hughes@dc.gov

Tige Johnson

Director, DC NET Business Unit
Office of the Chief Technology Officer
655 15th Street NW, Suite 400
Washington, DC 20005
Phone 202-715-3775
tige.johnson@dc.gov

XIII. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01, *et seq.*) to procure the goods or services.

XIV. RESOLUTION OF DISPUTES


The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. The decision of the Parties' Directors related to any disputes referred shall be final. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

XV. CONFIDENTIAL INFORMATION


The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Buyer Agency.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY




Traci L. Hughes, Esq.
Director

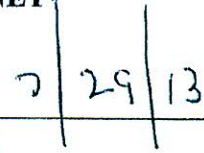


Date

OFFICE OF THE CHIEF TECHNOLOGY OFFICER-DC-NET



Don Johnson
DC-Net Director



Date