

MEMORANDUM OF UNDERSTANDING

I. PURPOSE

The information set out below will apply to use of the E. Barrett Prettyman Courthouse and William B. Bryant Annex by outside groups, 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 wish to utilize the Court's facilities, specifically the courtrooms.

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 amount of four (4) regular-sized courtrooms for usage by outside organizations.
2. The USDC may make available the Ceremonial Courtroom (#20) depending on the size and needs of each individual group.
3. The USDC may make available the William B. Bryant Annex Atrium for use by an outside group.
4. The USDC may make available the William B. Bryant Annex cafeteria for use by an outside group.
5. The USDC may make available the Historic Judges' Dining Room (6th floor) for use by an outside group.
6. The General Services Administration maintains the building temperature between 72°F and 76°F from Monday through Friday, between the hours of 8:00 a.m. and 6:00 p.m. On evenings, weekends and/or holidays, outside groups may experience uncomfortably warm or cold temperatures and should plan accordingly.

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 lecterns). The cost of any damage resulting from the disregard of this stipulation may be charged to 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 groups if specific permission has been granted. In these locations, trash must be deposited in the appropriate waste receptacles.

5. Outside organizations shall refrain from smoking in the courthouse and within twenty-five (25) feet of any entrance or air intake, in accordance with EO 13058 and FMR Amendment 2008-08.
6. Outside organizations shall report any damage to courtrooms to the Office of 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 each event necessitating courtroom usage, outside organizations shall remove all documents and any remaining items from the courtrooms. The official responsible for the outside group shall conduct a walkthrough to determine whether or not the condition of those courtrooms utilized meets the requirements as outlined in this agreement. A courthouse official will conduct a separate walk-through on the day(s) following the event.
8. With the new liquids policy, effective April 5, 2010, the Court determined that outside groups that wish to have food and/or drink as part of their program must use the Court's food service contractor to ensure the safety and security of any/all food and/or beverages within the building. Outside organizations shall be responsible for contracting directly with the Court's food service contractor*.

*Please contact the Court's food service contractor:

Corporate Chefs Inc.

Telephone: 202-682-4262

Email: us.courtcafe@gmail.com

C. **Responsibilities of GSA**

1. GSA provides standard janitorial services five days a week (Monday through Friday, excluding Federal holidays). Each assigned courtroom will receive a spot-check after the event or at some point the next day (on Mondays if the event takes place over the weekend).
2. The spot-check will 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, and 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 which will provide a description of the space to be cleaned and the approximate time-frame. Melwood will perform the cleaning service. The outside group will 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 special services fee may be barred from using the courthouse in the future.

D. **Responsibilities of Corporate Chefs, Inc. (CCI)**

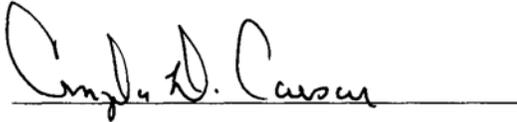
1. CCI will be responsible for contracting directly with any outside group that requests food services. CCI will request that payment be made directly to them without involvement by the Court.
2. CCI will be responsible for providing its own tables, chairs and linens for such events, the cost of which should be included in the contractual agreement with the outside group.
3. If the group is sponsored by one of the judges and/or a local bar organization, CCI 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(s).

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

For the United States District and Bankruptcy Courts for the District of Columbia:



A handwritten signature in black ink, appearing to read "Angela D. Caesar", is written over a horizontal line.

ANGELA D. CAESAR,
Clerk of Courts
U.S. District and Bankruptcy Courts
for the District of Columbia
333 Constitution Avenue, N.W.
Washington, D.C. 20001

Please fill out the form on the following page and submit it to the Office of the Administrative Assistant to the Chief Judge.

*Questions can be directed to the Office of the Administrative Assistant to the Chief Judge at (202) 354-3320.

Request for Use of Facilities at the United States District Court for the District of Columbia

A request is made for use of courtroom(s) (please insert desired number of rooms) and (please insert other desired locations) at the United States District Court for the District of Columbia on:

<input type="text"/>	, from	<input type="text"/>	to	<input type="text"/>	for use by
Date(s)		Time		Time	
<input type="text"/>			for the purpose of	<input type="text"/>	
Organization Name					

It is understood that if this request is granted, the following conditions of use shall be applicable, and as the responsible official, you are expected to be present in the Courthouse to ensure compliance with all conditions of use as set forth below*:

1. There shall be no eating or drinking in the courtrooms or in any non-public area.
2. The Courthouse is a smoke-free building.
3. Any courtroom or other facility which is utilized shall be left in the same condition in which it was found. Furniture **shall not** be rearranged and electronic equipment **shall not** be moved or adjusted in any way.
4. Persons using the facility shall remain in the vicinity of the reserved space and shall not roam throughout the Courthouse.

*NOTE: There have been several instances of abuse of Court facilities by outside groups. Failure to meet any of the above conditions may result in these facilities being made unavailable to such organizations in the future.

Please check this box to acknowledge that you have read, understand and agree to the terms and conditions included on this form and in the attached document. <input type="checkbox"/>	
Date: <input type="text"/>	
*The responsible official (for moot court activities, the responsible official must be a faculty member) who is in charge of the activities and shall be present in the Courthouse.	
<input type="text"/>	<input type="text"/>
Name (print)	Title Within Organization
<input type="text"/>	<input type="text"/>
Address	Address
<input type="text"/>	<input type="text"/>
Address	Telephone Number(s) (including cell phone)
<input type="text"/>	<input type="text"/>
Email Address	Fax Number

Please submit this completed form to the Office of the Administrative Assistant to the Chief Judge via fax: 202-354-3412 or email by clicking the "Submit by E-Mail" button. Please call 202-354 -3320 with questions.

