May 1, 2020

The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, N.W., Suite 504
Washington, DC 20004

Subject: Agreement No. SO-20-002-0001982 with Restaurant Association Metropolitan Washington

Dear Chairman Mendelson:

Pursuant to D.C. Official Code § 2-352.02a, enclosed for consideration and approval by the Council of the District of Columbia is the proposed agreement with the Restaurant Association Metropolitan Washington (“RAMW”) for RAMW to administer a restaurant relief program to support DC based restaurant operators and workers impacted by the COVID-19 pandemic, at a not-to exceed cost of $5 million.

The program will be administered in accordance with and as a part of the District’s Small Business Recovery Microgrants Program (established in accordance with the “COVID-19 Response Emergency Amendment Act of 2020” effective March 17, 2020 (D.C. Act 23-247)), and will consist of one-time grants to eligible restaurant owners and/or operators. We have also included a full contract summary.

As always, I am available to discuss any questions you may have.

Sincerely,

Gregory A. O’Dell
President and CEO

cc: Erin Oliver, Director, Contracts and Procurement Services, Events DC
    Nicole B. Jackson, Esq., General Counsel, Events DC

Enclosure(s)
CONTRACT SUMMARY
RESTAURANT ASSOCIATION METROPOLITAN WASHINGTON
Restaurant Relief Program

(A) Contract Number:

Proposed Contractor: Restaurant Association Metropolitan Washington

Contract Number: SO-20-002-0001982

Contract Amount: Not-to-Exceed $5,000,000.00

Unit/Method of Compensation: Lump sum payment

Contract Term: Contract execution through September 30, 2020

Contract Type: Grant agreement

Source Selection Method: Negotiated agreement

(B) The Contract amount for the base period and for each option period:

The funding for the restaurant relief program (described below) to be administered by Restaurant Association Metropolitan Washington pursuant to the Agreement is a not-to-exceed amount of $5,000,000.00.

(C) The goods or services to be provided, including a description of the economic impact of the proposed contract, the social impact of the proposed contract, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:

- **Goods and services to be provided**: Restaurant Association Metropolitan Washington (“RAMW”) will administer a restaurant relief program to support DC based restaurant operators and workers impacted by the COVID-19 pandemic. The program will be administered in accordance with and as a part of the District’s Small Business Recovery Microgrants Program (established in accordance with the “COVID-19 Response Emergency Amendment Act of 2020” effective March 17, 2020 (D.C. Act 23-247)), and will consist of one-time grants to eligible restaurant owners and/or operators. Funding for the grants will come from Events DC.

- **Economic and Social Impact**: According to RAMW the local restaurant sector employs approximately 25,000 workers. RAMW estimates between 90% and 92% of workers have been laid off in recent weeks as a result of closures and reduced operating capacities due to the COVID-19 pandemic. Restaurants are retaining only between 8% and 10% of its workers for delivery and carry-out. Owners are faced with upcoming payroll and rent/mortgage payments with limited or no income generation.
Approximately 1,100 restaurants have applied for relief funds through the District’s Small Business Recovery Microgrants Program (“Microgrants Program”) administered by the Office of the Deputy Mayor for Planning and Economic Development (“DMPED”). Each approved restaurant will receive a $4,000 grant. With Events DC supplementing the Microgrants Program and providing funding specifically to restaurant applicants, DMPED can allocate its limited funds to other industries and applicants in need.

The restaurant relief program will provide critical financial assistance to restaurants in DC that have an immediate need for funding due to the impact of the coronavirus on their businesses. Consistent with the Microgrants Program, funds distributed by RAMW may be used for employee wages and benefits (including fringe benefits associated with employment, such as health insurance), accounts payable, fixed costs, inventory, rent, and utilities.

- **Method of Delivering Goods and Services:** The services will be provided in accordance with the terms and conditions of the Agreement and the requirements of the Microgrants Program.

- **Significant Program Changes:** None.

(D) **The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:**

- **Selection process:** The contract was negotiated with RAMW, one of Events DC’s existing hospitality partners, in collaboration with DMPED, in order for Events DC to supplement the Microgrants Program and for RAMW to help facilitate payments to restaurant grantees.
- **Number of Offerors:** N/A
- **Evaluation Criteria:** N/A
- **Evaluation Results:** N/A

(E) **A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**

None.

(F) **The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:**

Established in 1920, RAMW is a 501(c)(6) not-for-profit membership association that represents and promotes the foodservice industry in the Washington metropolitan area through education, government relations, and socio-professional activities. RAMW has been a long-time marketing partner of Events DC, engaging in various marketing activities and participating in various events to
help promote tourism and leisure travel in the District. RAMW also has a philanthropic history, providing scholarships and educational opportunities in the food service industry through its foundation, Educated Eats. The economic crisis caused by the COVID-19 pandemic (in particular its devastating impact on the hospitality industry) and the resulting relief efforts are unprecedented; thus, there are no previous comparable agreements.

(G) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 et seq. (“Act”), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:

As the funding provided to RAMW will be granted out to eligible restaurants in accordance with the Microgrants Program, the provisions of the Act do not apply.

(H) Performance standards and the expected outcome of the proposed contract:

Specific performance standards for RAMW are set forth in the Agreement.

(I) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:

None.

(J) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:

Events DC’s budget is separate from the financial plan and budget adopted by the District of Columbia in accordance with D.C. Code §§ 47-392.01 and 47-392.02. Pursuant to Public Law No. 105-227, Congress has exempted Events DC from the appropriation requirement set forth in the fourth sentence of Section 446 of the Home Rule Act (Public Law No. 105-227, 112 Stat. 1515 (August 12, 1998). Events DC’s Fiscal Year 2020 budget was adopted by its Board of Directors on March 14, 2019 and revised on April 9, 2020 and May 1, 2020. By signature below, Events DC’s Chief Financial Officer certifies that the Agreement is consistent with the Fiscal Year 2020 budget.

(K) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:

As an independent corporate authority with a legal existence separate from the District, Events DC is represented by its own General Counsel who serves as Assistant Secretary to its Board of Directors. See D.C. Code § 10-1202(a); see also D.C. Mun. Regs. tit. 19, § 110.3. By signature below, the General Counsel certifies that the contract with RAMW is legally sufficient, that RAMW has no pending claims against Events DC, and that Events DC is unaware of any pending claims RAMW has against the District.
(L) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):

RAMW is current with its tax obligations. See “Tab 4”.

(M) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:

RAMW is current with its tax obligations. See “Tab 4”.

(N) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended; D.C. Official Code § 2-218.01 et seq.:

RAMW is not a Certified Business Enterprise (CBE).

(O) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:

None.

(P) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:

As of April 30, 2020, RAMW was not found on the District or Federal Excluded Parties Lists.

(Q) Any determination and findings issues relating to the contract’s formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):

None.
Submitted on behalf of the Authority by:

President and
Chief Executive Officer
Gregory A. O'Dell

Chief Financial Officer
Henry W. Mosley, CPA

General Counsel
Nicole B. Jackson, Esq.
CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Marc Aronin
Chief, Collection Division

To validate this certificate, please visit MyTax.DC.gov. On the MyTax homepage, click “Clean Hands” and then the “Validate a Certificate of Clean Hands” hyperlink.
MEMORANDUM

TO:        Jennifer Budoff  
            Budget Director  
            Council of the District of Columbia

FROM:      Henry W. Mosley, CPA  
            Chief Financial Officer

DATE:      May 1, 2020

RE:        Funding Certification for Contract No. SO-20-002-0001982 with 
            Restaurant Association Metropolitan Washington

The purpose of this memorandum is to provide funding certification for the 
Washington Convention and Sports Authority (t/a Events DC) agreement with the 
Restaurant Association Metropolitan Washington (“RAMW”) (Contract No. SO-20-
002-0001982) for RAMW to administer a restaurant relief program to support DC 
based restaurant operators and workers impacted by the COVID-19 pandemic.

On behalf of Events DC, it is my certification that the proposed not-to-exceed amount 
of $5,000,000.00 towards the restaurant relief program to be administered by RAMW 
is included in Events DC’s FY 2020 budget.

Please feel free to contact me if you have any questions.

cc:        Gregory A. O’Dell, President and CEO, Events DC  
           Nicole B. Jackson, Esq., General Counsel, Events DC
MEMORANDUM

TO: Gregory A. O’Dell
   President and Chief Executive Officer

FROM: Nicole B. Jackson, Esq.
      General Counsel

DATE: May 1, 2020


I. Description of Proposed Contract

   The proposed Contract No. SO-20-002-0001982 (“Agreement”) with Restaurant Association Metropolitan Washington (“RAMW”) is for RAMW to administer a restaurant relief program to support DC based restaurant operators and workers impacted by the COVID-19 pandemic. The program will be administered in accordance with and as a part of the District’s Small Business Recovery Microgrants Program (established in accordance with the “COVID-19 Response Emergency Amendment Act of 2020” effective March 17, 2020 (D.C. Act 23-247)), and will consist of one-time grants to eligible restaurant owners and/or operators. Funding for the grants will come from the Washington Convention and Sports Authority t/a Events DC (“Events DC”).

II. Procurement Overview

   The Chief Contracting Officer has determined that: (i) the Agreement is in the best interest of Events DC; (ii) the restaurant relief program will benefit the District as will provide critical financial assistance to restaurants in DC that have an immediate need for funding due to the impact of the coronavirus on their businesses; and (iii) the requirements covered by the Agreement fulfill an existing need for the District and the hospitality industry. Based on the foregoing, the Chief Contracting Officer proposes to enter into the Agreement with RAMW.

III. Legal Review

   The Office of General Counsel has reviewed the proposed Agreement and finds it to be legally sufficient.

   The Contract package includes:

   (1) Council Transmittal Letter
   (2) Contract Summary
This Contract requires District of Columbia Council approval.
THE WASHINGTON CONVENTION AND SPORTS AUTHORITY
RESOLUTION OF THE BOARD OF DIRECTORS
No. 20-11

APPROVAL OF FUNDING FOR AGREEMENT WITH RAMW FOR COVID-19
RESTAURANT RELIEF

WHEREAS, the COVID-19 pandemic has had a devastating effect on the local economy and has upended the hospitality and tourism industry, including significantly impacting restaurant operators and workers in the District of Columbia ("District"); and

WHEREAS, the Washington Convention and Sports Authority ("Authority") desires to assist in efforts to provide relief to restaurant operators and workers in the District of Columbia impacted by the COVID-19 pandemic; and

WHEREAS, by Resolution No. 20-09 adopted on April 9, 2020, the Authority’s Board of Directors approved development and implementation of a relief package of $18 million to include $5 million to support restaurant operators and workers in the District, $5 million to support hotel operators and workers in the District, a $5 million contribution to the District’s efforts to provide relief to the undocumented workers in the District, and $3 million for destination marketing to attract visitors to Washington, DC once the pandemic subsides; and

WHEREAS, in furtherance of the Authority’s hospitality relief efforts staff has recommended that the Authority enter into an agreement with the Restaurant Association Metropolitan Washington ("RAMW"), a 501(c)(6) not-for-profit membership association that represents and promotes the foodservice industry in the Washington metropolitan area, pursuant to which RAMW will administer a grant program for restaurant operators and workers impacted by the COVID-19 pandemic ("Restaurant Relief Program") at a not-to-exceed amount of $5 million; and

WHEREAS, the Restaurant Relief Program will be administered by RAMW as part of and in accordance with the requirements of the District’s Small Business Recovery Microgrants Program, which Microgrants Program is administered by the District’s Office of the Deputy Mayor for Planning and Economic Development; and
WHEREAS, the President and Chief Executive Officer, in his capacity as Chief Contracting Officer, and the Strategic Initiatives and Sports and Entertainment Committee of the Board of Directors concur with staff’s recommendation; and

WHEREAS, funding for the agreement with RAMW is consistent with the Authority’s approved fiscal year 2020 budget.

NOW, THEREFORE BE IT RESOLVED THAT: the Board of Directors of the Washington Convention and Sports Authority hereby accepts the recommendation of the President and Chief Executive Officer, in his capacity as Chief Contracting Officer, and the Strategic Initiatives and Sports and Entertainment Committee and, subject to the approval of the Council of the District of Columbia as required by D.C. Official Code § 2-352, authorizes the President and Chief Executive Officer to enter into an agreement with the Restaurant Association Metropolitan Washington for a Restaurant Relief Program at a not-to-exceed cost of $5 million.

This Resolution No. 20-11 may be executed in counterparts.

Max J. Brown, Chairman

John Boardman, Vice Chairman

Denise Rolark Barnes, Secretary

Cherrie Doggett, Treasurer

Alan Bubes, Member

Jeffrey S. DeWitt, Member
John Falcicchio, Member

Linda Greenan, Member

Jay Haddock Ortiz, Member

Solomon Keene, Member

Brian Kenner, Member

George T. Simpson, Member

In favor //
Against 0
Resolution No. 20-11
Dated: May 1, 2020
Washington Convention and Sports Authority
t/a Events DC
Board of Directors

May 1, 2020
10:15 a.m.

ROLL CALL VOTE

Question: APPROVAL OF FUNDING FOR AGREEMENT WITH RAMW FOR COVID-19 RESTAURANT RELIEF

Vote Date: May 1, 2020

Required For Passage:
Majority w/ DC CFO

Resolution No. 20-11
Statement of Purpose: The Board accepts the recommendation of the President and CEO and the Finance Committee to approve the agreement with RAMW for COVID-19 Restaurant Relief

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Vote Result: 11 - 0

ATTEST: Jennifer Lawrence, Interim, Chief of Staff
COVID-19 RESTAURANT RELIEF PROGRAM
GRANT AGREEMENT

This GRANT AGREEMENT ("Agreement"), effective as of the date of last signature below ("Effective Date"), is made and entered into by and between the Washington Convention and Sports Authority t/a Events DC ("Events DC"), an independent authority of the District of Columbia, and the Restaurant Association Metropolitan Washington ("RAMW") each a "Party" and referred to together herein as the "Parties".

WHEREAS, the COVID-19 pandemic has severely impacted the hospitality industry in the District of Columbia (the "District"), including the suspension of operations of numerous hotels and restaurants, resulting in loss of business income and furloughs and layoffs of thousands of hospitality workers; and

WHEREAS, as Washington DC’s official convention and sports authority, Events DC plays an important role in the District’s hospitality and tourism industry, and desires to assist in efforts to provide relief to hotel and restaurant operators and workers in the District of Columbia impacted by the COVID-19 pandemic; and

WHEREAS, RAMW is a 501(c)(6) not-for-profit membership association that represents and promotes the foodservice industry in the Washington metropolitan area through education, government relations, and socio-professional activities; and

WHEREAS, pursuant to the “COVID-19 Response Emergency Amendment Act of 2020” effective March 17, 2020 (D.C. Act 23-247), the District has established the DC Small Business Recovery Microgrants Program ("Microgrant Program"), which program will offer grants to small, local businesses, independent contractors, self-employed individuals, and nonprofits to meet their short-term financial needs, and which program is administered by the DC Office of the Deputy Mayor for Planning and Economic Development ("DMPED"); and

WHEREAS, RAMW has agreed to administer a restaurant relief program to support restaurant operators and workers ("Restaurant Relief Program"), which program shall be administered in accordance with and as a part of the District’s Microgrant Program, and Events DC has agreed to make a financial contribution to such Restaurant Relief Program.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants that are contained in this Agreement, the Parties agree as follows:

1. RAMW Obligations. RAMW shall administer the Restaurant Relief Program which shall consist of one-time grants to eligible restaurant owners and/or operators. The Restaurant Relief Program shall be a component of the Microgrant Program. As such RAMW shall coordinate with DMPED on program requirements. Specifically, RAMW shall be responsible for the following:

   a. Coordinating with DMPED to receive and confirm information on the restaurants that applied to the Microgrant Program and DMPED’s grant requirements;

   b. Prior to disbursing any funds to an approved restaurant grantee, ensuring that such potential grantees have submitted any additional documentation DMPED and/or
Events DC deems necessary for an applicant to receive a grant and for RAMW to process payment (e.g., Clean Hands Certificate from the DC Office of Tax and Revenue, Certificate of Good Standing from the DC Department of Consumer and Regulatory Affairs, completed ACH form, W-9, voided check, etc.);

c. Entering into subgrant agreements (in a form approved by DMPED) with each restaurant applicant that is approved for funding by DMPED;

d. Processing grant payments to approved restaurant grantees;

e. Collecting receipts and other documentation from restaurant grantees documenting how the grant funds were spent;

f. Conducting an audit of at least ten percent (10%) of restaurant grantees to confirm grant funds were spent on approved purposes; and

g. In accordance with Section 4 hereof, providing report(s) to Events DC and DMPED on designated metrics of the Restaurant Relief Program, including a complete list and accounting of the grants made.

2. Term; Termination.

a. The Term of this Agreement (“Term”) shall commence on the Effective Date and shall expire on September 30, 2020 unless sooner terminated as provided herein.

b. RAMW may terminate this Agreement if Events DC fails to fully cure a material breach of this Agreement within thirty (30) days of receiving RAMW’s notice of that breach.

c. Events DC may terminate this Agreement (i) for any reason by giving RAMW not less than ten (10) days written notice; or (ii) if RAMW fails to fully cure a breach of this Agreement within ten (10) days of receiving Events DC’s notice of that breach.

3. Funding Provisions.

a. To fund the Restaurant Relief Program and as compensation for the services rendered by RAMW under this Agreement, Events DC shall pay to RAMW the sum of Five Million Dollars ($5,000,000) (the “Relief Fund Contribution”). The Relief Fund Contribution shall be paid in one lump sum within ten (10) days of execution of this Agreement.

b. The Relief Fund Contribution shall only be used for the Restaurant Relief Program described herein. Specifically, the Relief Fund Contribution shall be allocated as follows:
Restaurant Microgrants | $4,400,000  
RAMW Relief Administrator Fee | $500,000  
Contingency | $100,000  
**Total Relief Fund Contribution** | **$5,000,000**

c. Unless otherwise approved by DMPED and/or Events DC, RAMW shall pay each approved restaurant grantee a fixed amount of Four Thousand Dollars ($4,000) based on DMPED’s initial calculation that there are no more than 1,100 restaurant applicants to the Microgrants Program. If DMPED approves additional restaurant grant applicants above 1,100, then RAMW may grant each such additional approved restaurant $4,000 using the contingency amount set forth above. Under no circumstance shall the total amount of grants from the Relief Fund Contribution exceed Four Million Five Hundred Thousand Dollars ($4,500,000).

d. RAMW will administer the Relief Fund Contribution in accordance with the provisions of this Agreement, RAMW’s applicable policies and procedures, and any applicable laws. RAMW will exercise the same care in the discharge of its functions under this Agreement as it exercises with respect to the administration and management of resources from other donors (including safeguarding of financial information).

e. The Restaurant Microgrants and the Contingency will be accounted for separately from RAMW’s assets and will be administered separately from other funding/contributions received by RAMW.

f. If any amount of the Restaurant Microgrants and the Contingency remains unspent and/or undistributed upon conclusion of the Restaurant Relief Program, RAMW shall promptly return such funds within ten days of conclusion of the Restaurant Relief Program.

4. **Reports.**

a. Every week following implementation of the Restaurant Relief Program and continuing until all grant funds have been disbursed, RAMW shall provide to DMPED and Events DC a report on the Restaurant Relief Program and distribution of the Relief Fund Contribution ("Restaurant Relief Program Report") which shall contain the following information (by week and cumulatively):

i. The number of applicants that have executed subgrant agreements;

ii. The number of grantees that have received funds from the Relief Fund Contribution;

iii. A report on how each grantee spent the funds;

iv. The number of grantees whose payments are currently being processed; and
v. A report indicating whether each grantee has received other sources of funding apart from the Restaurant Relief Program, and if so, the source of funding and amount.

b. In addition to the Restaurant Relief Program Report, within thirty (30) days of conclusion of the Restaurant Relief Program (i.e., when all grant funds have been distributed), RAMW shall provide to Events DC a final report of the Restaurant Relief Program (“Final Report”) which report shall include (i) a narrative summary of all activities undertaken by RAMW to administer the Restaurant Relief Program; and (ii) a list of all Restaurant Relief Program grantees that includes the restaurant name, the name of the legal entity receiving the grant, the restaurant address(es), the Ward location(s) of each restaurant, the number of employees at each restaurant, and the grant amount;

c. Concurrent with submission of the Final Report RAMW shall submit the results of the audit of grantees performed in accordance with Section 1.f hereof.

5. **Maintenance and Review of Records.** RAMW shall retain all records relating to the Restaurant Relief Program for a period of not less than three (3) years. At any time until three (3) years following the Term, Events DC may, at its own cost and expense, audit RAMW’s expenditure of the Relief Fund Contribution and/or audit and/or examine any of RAMW’s books, documents, papers and/or records involving transactions in connection with the Restaurant Relief Program. Such audit may be conducted by Events DC or any agent acting at the request of Events DC, including, but not limited to, another governmental entity.

6. **Liability and Indemnification.** Events DC shall not be liable for any injury (including death) to persons or loss or damage to property related to, as a consequence of, or arising out of this Agreement, even if it has been advised of the possibility of such injury, loss or damage. RAMW hereby releases and shall indemnify, defend, and save harmless Events DC, its Board of Directors, officers, agents and employees and the District of Columbia from any and all claims, demands, payments (including attorney's fees) suits, actions, damages, losses, costs, liabilities, expenses and judgments of every nature and description made, brought or recovered by any person by reason of, arising out of, or in consequence of, this Agreement, including the failure to comply with the terms and conditions of this Agreement or its enforcement. The limitations contained in this paragraph shall not apply to the gross negligence, sole negligence or willful misconduct of Events DC.

7. **Miscellaneous**

a. This Agreement sets forth the entire understanding between the Parties. This Agreement may be amended or modified, and material provisions hereof may be waived, only in writing by the Parties.

b. RAMW is an independent contractor, and is not an agent, representative, or partner of Events DC. Nothing in this Agreement shall be construed to mean that a partnership, joint venture or similar association exists between the Parties.

c. If at any time Events DC receives an opinion from bond counsel of Events DC’s choice that any provision of this Agreement violates or is inconsistent or incompatible with either
(i) any bond or other debt instrument issued or to be issued from time to time in the future by Events DC or (ii) any agreement or covenant entered into or to be entered into from time to time in the future by Events DC in connection with a bond or other instrument, Events DC may amend the inconsistent or incompatible provision, provided that such bond or other debt instrument provision shall in any event prevail over such inconsistent or incompatible provision.

d. Any notice or permitted to be given hereunder shall be sufficient if in writing, and if sent by registered or certified mail, postage prepaid, or by express delivery, addressed as follows:

If to Events DC:

Gregory A. O’Dell, President and Chief Executive Officer
Washington Convention and Sports Authority t/a Events DC
801 Mount Vernon Place, NW
Washington, DC 20001

with a copy to the General Counsel at the same address.

If to RAMW:

Kathy Hollinger, President
Restaurant Association Metropolitan Washington
1625 K Street, NW, Suite 210
Washington, DC 20006

e. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and affect without being impaired or invalidated in any way.

f. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same agreement.

g. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than RAMW and Events DC.

h. This Agreement has been executed and delivered in the District of Columbia, and its interpretation, validity and performance shall be governed, construed and enforced in accordance with the laws of the District of Columbia.

i. The Parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim, or cross-claim against the other arising out of or connected in any way to this agreement, because the Parties hereto, both of which are represented by counsel, believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

j. Except for such disclosure as the disclosing Party determines in good faith is necessary to its employees and advisors or required by law, regulation or judicial or governmental order or decree, neither Party shall publicly disclose or publicize in any manner any of the specific
terms of this Agreement or any of the information furnished pursuant to this Agreement at any
time without the prior written consent of the other Party.

k. Sections 3.f, 4, 5, 6 and 7 shall survive the termination or expiration of this Agreement.

WHEREFORE, the duly authorized representatives of the Parties have executed this Agreement on the date below.

RESTAURANT ASSOCIATION
METROPOLITAN WASHINGTON

By: ____________________________
Kathy Hollinger
President and Chief Executive Officer
Date: 4/30/20

WASHINGTON CONVENTION AND
SPORTS AUTHORITY T/A EVENTS DC

By: ____________________________
Gregory A. O’Dell
President and Chief Executive Officer
Date: ____________________________