

MEMORANDUM OF UNDERSTANDING
Southeast Community Development Corporation
Youth Policy Institute and
City of Bell

PURPOSE

The City of Bell ("City"), the Southeast Community Development Corporation ("SCDC") and the Youth Policy Institute ("YPI) agree to a formal understanding to collaborate in providing computer training for the City of Bell residents. The purpose of this memorandum is to outline the commitments offered by each of the three parties, and to move toward a partnership to introduce and improve the computer skills of the underserved populations in the region, in particular the youth population in Bell. The provisions of this agreement are contingent upon the approval of Amendment 2 of the grant awarded to the City of Bell (Award number U215K100191) by the Department of Education. The City of Bell shall at all times be the owner of all of the equipment described in the Agreement below, including such computers and other equipment which are obtained and installed by SCDC or YPI.

AGREEMENT

YPI agrees to obtain and install the following items for the Bell Afterschool Technology Education Program at YPI's sole cost and expense:

City of Bell Technology Center:

- Internet Service for 21 computers up to and including September 13, 2013
- IT Support for this center up to and including September 13, 2013.
- Five (5) desktop computers with keyboard, mouse, and monitor for each of the five computers.
- One presentation projector
- YPI will be responsible for setting up the computer laboratory
- One (1) printer.
- Tables and chairs for 20 computer stations.

Veteran's Memorial Park Center:

- Internet Service for 20 laptops up to and including September 13, 2013.
- IT Support for this center up to and including September 13, 2013.
- Five (5) laptop computers with a mouse for each.
- YPI will be responsible for setting up the computer laboratory
- One (1) printer.
- One presentation projector.

The value of the contribution by YPI and SCDC, as detailed in the Narrative of Amendment 2 which has been submitted by the City of Bell to the Department of Education, is calculated to be \$101,383.43.

SCDC agrees to obtain and install the following for Bell at SCDC's sole cost and expense:

City of Bell Technology Center:

- Sixteen (16) desktop computers with keyboard, mouse, and monitor for each of the sixteen computers.

Veteran's Memorial Park Center:

- Fifteen (15) laptop computers with a mouse for each.

Staffing for City of Bell Technology Center and Veteran's Memorial Park Center:

One (1) bi-lingual full-time instructor from April 1, 2012 to October 31, 2013.

One (1) bi-lingual full-time assistant to instructor from April 1, 2012 to October 31, 2013.

Computer Classes for City of Bell Technology Center and Veteran's Memorial Park Center:

Classes will be provided on a rotational basis at both the City of Bell Technology Center and Veteran's Memorial Park Center.

SCDC's Mobile Technology Center:

The use of SCDC's Mobile Technology Center (MTC) to provide a class, as the MTC schedule permits, at an alternate site within the City of Bell geographical boundaries.

The City of Bell will be responsible for the following:

- Management of the federal grant.
- Provide classroom facilities (City of Bell Technology Center and Veteran's Memorial Park Center).
- Provide utilities.

City agrees to the following terms:

- Provide adequate space and reasonable security for the items listed above.
- Provide electricity to the desktop computers.
- Give access to residents and youth for the use of the desktop computers during regular hours of operation without charge or membership.
- Agree not to install any software or hardware to the computer system without the permission of YPI and SCDC.
- Inform Executive Director, Cesar Zaldivar Motts, via email (mottscz@sdccorp.org) or phone (323-314-4209) of any problems regarding the operation of the computer systems.

Other Terms of Understanding

1.0 Term of MOU

- The term of this MOU will begin on April 1, 2012 and end on October 31, 2013. This Memorandum of Understanding may be renewed by written consent at the option of the above aforementioned parties for any length of time.

2.0 Termination

- This Memorandum of Understanding may be terminated by any of the three aforementioned parties on thirty (30) days written notice, with or without cause.

3.0 Funding Contingencies

- Outcomes and objectives of the program required to be met by September 30, 2012 are contingent upon the full approval by City of Bell by April 18, 2012.

4.0 Outcomes and Objectives of served Community Members by September 30, 2012 by City

- Outcomes and objectives of serving 200-300 community youth by this program required to be met by September 30, 2012 is contingent upon the full approval by City of Bell by April 18, 2012.

- Additional community technology education outcome of this program will be fulfilled between October 1, 2012 and October 31, 2013.

5.0 Meetings

- Meetings of the representatives will be conducted as needed.

6.0 Reports

- YPI and SCDC shall keep records of those clients served by the programs and the outcomes of the training provided. Monthly and quarterly reports shall be given to the City on dates established by the Parties.
- YPI and SCDC shall cooperate with Bell to the extent necessary to comply with grant funding requirements, including reporting and evaluation and other performance standards.

7.0 Confidentiality

- All aforementioned parties agree, to the extent permitted by law, not to publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to the clients, applicants, participants or customers of the Parties.
- Nothing herein shall prevent the City from complying with all requirements of the California Public Records Act.

8.0 Indemnification

- Each party agrees to indemnify, defend and hold harmless the other partners, their boards, officers, agents, employees, assigns and successors in interest from and against all suits or causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including each party's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of negligent acts, errors omissions or willful misconduct of said party or its agent(s) incident to the performance of this MOU.

9.0 General Insurance Requirements

- Each of the three participating parties agree to maintain their own corporate insurances, including but not limited to commercial general liability policy, workers compensation, officers and directors insurance, bonding, automobile, and employer's liability.

10.0 Authorized Personnel

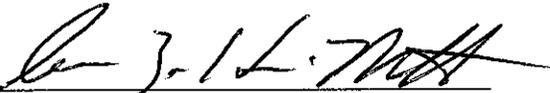
For the purposes of this Memorandum of Understanding, the individuals identified below are authorized to coordinate the related activities for each party.

By: 
Signature

Date: 5/3/12

Name: Dixon Slingerland
Title: Executive Director

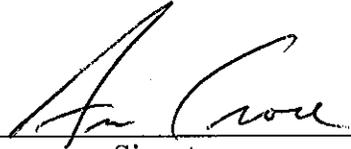
Agency: Youth Policy Institute

By: 
Signature

Date: 4-25-2012

Name: Cesar Zaldivar-Motts
Title: Executive Director

Agency: Southeast Community Development Corporation

By: 
Signature

Date: 5-15-12

Name: Arne Croce
Title: Interim Chief Administrative Officer

Agency: City of Bell