

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ANY TOWN HOUSING AUTHORITY (ANY TOWN HOUSING AUTHORITY)
AND
THE COMMUNITY COLLEGE DISTRICT (COMMUNITY COLLEGE DISTRICT)
FOR
SELF-SUFFICIENCY PROGRAMS**

The purpose of this Memorandum of Understanding (MOU) is to describe and formalize the existing collaborative relationship between the Any Town Housing Authority and the Community College District. This MOU is evidence of the current participation and continuing commitment in working jointly in the design and implementation of the FY2016 Individual Advancement Matrix (IAM) grant in the event the grant is awarded to the Any Town Housing Authority. Upon award of the FY2016 IAM grant the parties to this MOU will execute a new agreement on the terms and conditions identified herein, which subsequent agreement will be subject to the approval of the appropriate Any Town Housing Authority Officer or Governing Body and the Community College District.

RELATIONSHIP

The Any Town Housing Authority and the Community College District have worked together in the design of the IAM Grant application.

ROLES

For the entire two-year grant period, the Community College District Auxiliary Organization shall act as fiscal agent and provide program administration and oversight for the grant.

The Community College District agrees to provide the services of the Individual Advancement Matrix (IAM) grant through the San Diego Community College Auxiliary Organization.

RESPONSIBILITIES

The Any Town Housing Authority will provide the support and services of the Any Town Housing Authority's Family Self Sufficiency program in the Learning Opportunity Center and related programs for residents of public housing who are receiving welfare and other low income families. The Any Town Housing Authority will:

1. Provide a computer lab equipped with 4-8 Pentium computers, a printer, scanner and employment related software.

2. Provide computer coaches to assist IAM participants with education, training and work-related products.
3. Provide, through other partners, transportation for IAM participants to Career Center Networks including the Youth at Work Youth Employment Opportunity Center.

The Community College District will have the following specific responsibilities pertaining to the WtW grant:

1. Serve on the Any Town Housing Authority's Resident Services Coordinating Committee, the advisory board overseeing all services provided to Public Housing and Section 8 residents to recommend policy and direct implementation.
2. Provide community based advocates that provide advocacy and case management for residents as they complete their education, training and job retention.
3. Assist participants in acquiring job placement and retention.
4. Provide Adult Basic Education instruction.
5. Provide educational assessment and planning.
6. Provide Career Exploration services, including guest speakers and field trips.
7. Provide direct links to skills training in high demand occupations.

The total In-Kind value of these services is \$200,000 per year for the two years of the WtW grant based on continued funding by The James Irvine Foundation.

CONFIDENTIALITY

The identity of students who are economically disadvantaged is to remain confidential. IAM assumes responsibility for maintaining the confidentiality of the individual student records.

CONTACT PERSONS

The contact person for Community College District shall be:

[CONTACT NAME
CONTACT ADDRESS
CONTACT PHONE]

The contact person for the Housing Commission:

[CONTACT NAME
CONTACT ADDRESS
CONTACT PHONE]

INDEPENDENT CONTRACTOR

It is expressly understood that at all times while rendering the services described herein, and in complying with any terms and condition of this Agreement, The Any Town Housing Authority is acting as an independent contractor and not as an officer, agent, or employee of the Community College District.

COMPLIANCE WITH LAW

The Any Town Housing Authority shall be subject to and shall comply with Federal, State and local laws and regulations applicable with respect to its performance under this contract including but not limited to, licensing, employment and purchasing practices and wages, hours and conditions of employment, including nondiscrimination.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understanding of the parties' hereto and no prior writings, conversations, or representation of any nature shall be deemed to vary the provisions hereof. This agreement may not be amended in any way, except by a writing duly executed by all signatories hereto.

INDEMNIFICATION

- A. The Housing Commission agrees to defend, indemnify and save free and harmless the Community College District, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from The Housing Commission's performance or lack thereof, under this Agreement. The Housing Commission will maintain appropriate workers compensation insurance in accordance with State law.
- B. Community College District agrees to defend, indemnify, and save free and harmless the Housing Commission, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from COMMUNITY COLLEGE DISTRICT's performance or lack thereof, under this agreement.

MISCELLANEOUS PROVISIONS

Upon award of the FY2016 WtW grant, the parties to this MOU will execute a new agreement on the terms and conditions identified herein. The duration of that subsequent agreement is the time period beginning with the signing of a grant agreement between the Any Town Housing Authority and the San Diego Workforce Partnership, and extending two years therefrom, unless sooner terminated by either party after thirty (30) days written notice to the other party.

If the grant is not funded, this agreement will be null and void. Upon award of the grant, the subsequent agreement that will be executed by the parties to this MOU shall be subject to the approval of The Community College District and either the Chief Executive Officer of the Any Town Housing Authority, the San Diego Housing Authority of the City of San Diego, and their respective general counsel, as appropriate.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be duly executed on this 10th day of July, 2000 in San Diego, California, such parties acting by their representative being thereunto duly authorized.

**SAN DIEGO COMMUNITY
COLLEGE DISTRICT**

**SAN DIEGO HOUSING
COMMISSION**

By (authorized signature)

By (authorized signature)

Name (type or print)

Name (type or print)

Title

Chief Executive Officer
Title

Date

Date