Memorandum of Understanding between Provo City and the United Way of Utah County

Introduction

The purpose of this Memorandum of Understanding (MOU) is to describe the agreement between United Way of Utah County (United Way) and Provo City (the City), through the Provo City Information Systems Department, to provide Digital Inclusion Programming Services for Provo residents.

WHEREAS it is in the best interest of both Provo City and United Way to work towards a community where all individuals and communities in Provo, including the most disadvantaged, have access to and use of information and communication technologies including:

1) Affordable, robust broadband internet service;
2) Internet-enabled devices that meet the needs of the user;
3) Access to digital literacy training;
4) Quality technical support; and
5) Applications and online content designed to enable and encourage self-sufficiency, participation and collaboration.

WHEREAS Provo City and United Way desire to share resources in the advancement of digital equity throughout Provo; and

WHEREAS Provo City has access to computer equipment in need of repair that is not serviceable for City business use; and

WHEREAS United Way has resources to transform non-serviceable equipment into basic internet-enabled devices that meet the needs of Provo residents who otherwise might not have computer or internet access;

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

1. This MOU will be in force and effect for one year from the date it is executed. At the end of the year term, the MOU will be automatically renewed for an additional year, and every following year, unless United Way or the City terminates this MOU by providing written notice no later than 30 days prior to the expiration of the current term.

2. Provo City shall name at least one of its staff members to participate on the Digital Inclusion Advisory Group.

3. Provo City will host the Digital Inclusion Advisory Group meetings at city hall. Hosting shall include a meeting space adequately sized for the Inclusion team, audio visual equipment, printed materials (e.g. Agendas), and other reasonable materials required to successfully host the meeting. Additionally, Provo City agrees to share in the cost of refreshments with other Digital Inclusion Advisory Group members as mutually agreed by all parties.

4. Provo City will continue to work in good faith to provide United Way access to City spaces that can be used for Digital Inclusion programming such as computer help labs and adult education classes.
5. Provo City will continue providing donations to support the technology device access program through United Way of Utah County called Adopt-a-Computer. These donations will be used to increase access to innovative technology devices by Provo residents.

6. Provo City will share with United Way any non-confidential survey data obtained from digital inclusion needs assessments of both residents and internet providers. This data is intended to guide Digital Inclusion plans and strategies of both parties.

7. United Way of Utah County will provide two volunteer staff positions as a part of the Digital Inclusion VISTAs project. These staff members will facilitate Digital Inclusion efforts in Provo City through volunteer management, curriculum development, and funding sourcing and are not at any time to be construed as Provo City employees, contractors, or volunteers. They will at all times be under the management and control of the United Way of Utah County.

8. United Way of Utah County will offer administrative support of the Digital Inclusion Advisory Group through managing communications with group members, developing monthly newsletters, planning quarterly meetings-agenda development and outlining, and contacting potential partners to expand the Advisory Group.

9. United Way of Utah County will continue to refurbish and distribute computers received from Provo City to low-income Provo community members that are eligible for public assistance programs and lack access to a computer. United Way shall work in good faith with the City to develop success measurements and then provide reporting of these measurements to the City.

10. United Way will host publicly available computer help labs at the Provo Library and South Franklin Community Center.

11. United Way will host additional classes for enrolled participants at the Provo Adult Education English Language Acquisition Program and for residents at the HUD housing complex, Valley Villa.

12. In the event of any dispute about this MOU, United Way and the City agree to meet together and attempt to mutually resolve any dispute.

13. The City and United Way agree to indemnify and hold each other harmless from all claims, suits, and damages, including all reasonable expenses and attorney fees, arising from the subject matter of this Memorandum of Understanding. This agreement of indemnity extends to all employees, elected officials, servants, and agents of the parties.

EXECUTED this 14 day of November, 2019.

[Signature]

Provo City

Title 2019

Date

[Signature]

United Way

Title

Date 2019