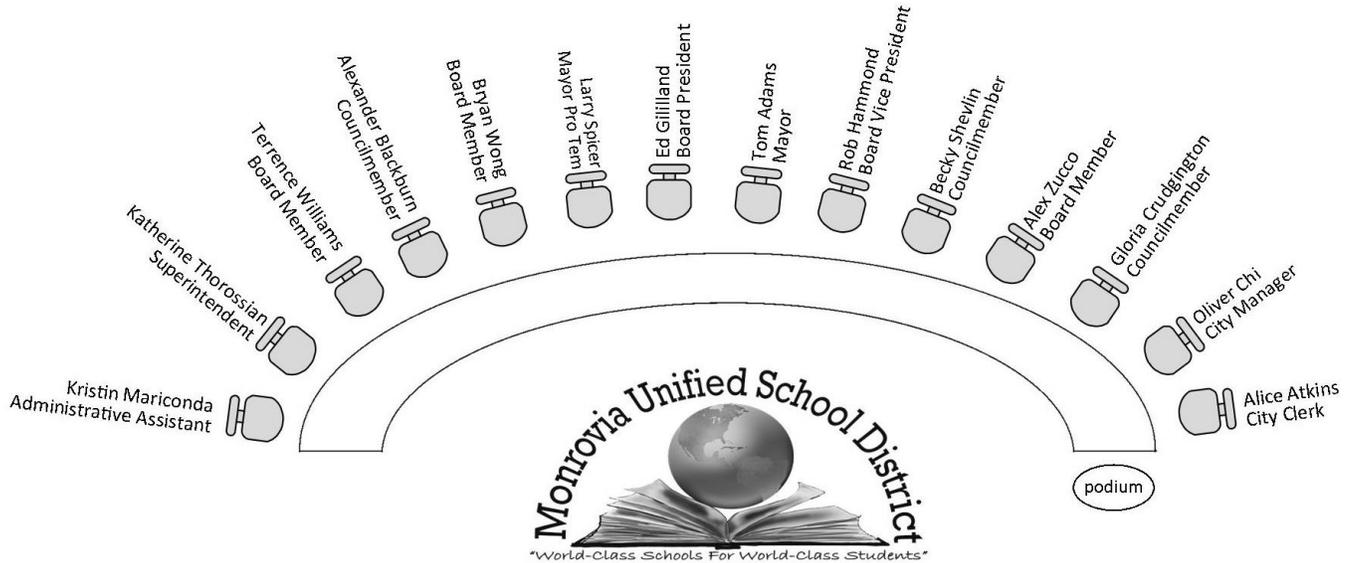




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair accessible.



In accordance with a recent amendment to the Ralph M. Brown Act, public records related to the public session agenda, that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at the District Administration Office located at 325 E. Huntington Drive, Monrovia, Ca 91016, during regular business hours (8:00am to 4:00pm.)



**MONROVIA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**
District Office Administration Center
325 E. Huntington Drive
Monrovia, California 91016

**SPECIAL JOINT MEETING OF THE
MONROVIA CITY COUNCIL AND BOARD OF EDUCATION**
Monday, August 17, 2015
5:00 p.m. - Board Room

AGENDA

- 1.0 **CONVENE SPECIAL JOINT MEETING OF THE MONROVIA CITY COUNCIL AND THE BOARD OF EDUCATION (5:00 p.m.)**
- 1.1 Meeting called to order by presiding chairperson, _____ at _____ p.m.
- 1.2 Pledge of Allegiance

1.3 Board of Education Roll call:

Ed Gililand, President _____	Katherine Thorossian, Superintendent _____
Rob Hammond, Vice Pres. _____	Sue Kaiser, Asst. Supt., Ed Services _____
Bryan J. Wong, Clerk _____	Darvin Jackson, Asst. Supt., HR _____
Terrence Williams, Member _____	Connie Wu, Chief Business Officer _____
Alexandra Zucco, Member _____	Jason Buchanan, Chief Technology Officer _____

City Council Roll call:

Tom Adams, Mayor _____	Gloria Crudginton, Member _____
Larry Spicer, Mayor Pro Tem _____	Becky A. Shevlin, Member _____
Alexander Blackburn, Member _____	Oliver Chi, City Manager _____

1.4 ORDER OF BUSINESS

Board Agenda discussion / presentation items, which could include input from representatives of agendized matters, may be moved up on the Agenda.

2.0 RECOGNITIONS AND COMMUNICATIONS

2.1 Board Member Reports

2.2 Report from the Superintendent

2.3 Public Comment for items not on the Agenda.

2.3.1 Public Comment for items on the Open Session Agenda.

Comments may be made at this point or at the time the item is considered its place on the Agenda.

The Board of Education encourages public participation, and invites you to share your views on school business. Please complete the "Addressing the Board of Education" form and give it to the Secretary of the Board (Superintendent) or the designee, prior to the meeting. In order to accomplish Board business in a timely and efficient manner, the Public Comment session for items not on the Agenda will be limited to 30 minutes.

3.0 SCHOOL AND CITY PROJECTS

3.1 SCHOOL RESOURCE OFFICER MOU. Action: Approve the School Resource Officer MOU between the City and the School District, and authorize the City Manager and the Superintendent to execute any and all necessary documents in a form approved by legal counsel for the City and the School District.

Motion by _____, seconded by _____ Vote _____
Board Member Zucco____, Board Member Hammond____, Board Member Wong____
Board Member Williams____, Board President Gililand_____

3.2 JOINT FACILITY USE AGREEMENT DISCUSSION. Action: Provide staff with additional direction regarding the renewal of the Joint Facility Use Agreement between the City and the School District.

- 3.3 WATER CONSERVATION REPORT. Action: Receive and file a report on water conservation efforts.
- 3.4 DISCUSS FUTURE JOINT MEETING TOPICS. Action: Provide direction regarding potential future joint City Council / Board of Education meetings.
- 4.0 **ADJOURN SPECIAL JOINT MEETING OF THE MONROVIA CITY COUNCIL AND THE BOARD OF EDUCATION**



JOINT MEETING MONROVIA CITY COUNCIL AND MONROVIA BOARD OF EDUCATION



MEET DATE: August 17, 2015

PREPARED BY: Oliver Chi, City Manager /
Katherine Thorossian, Superintendent

AGENDA LOCATION: AR-1

TITLE: Approval Of A Memorandum Of Understanding Between the City And The School District For The Establishment Of A School Resources Officer Program

OBJECTIVE: To approve a Memorandum of Understanding (MOU) between the City and the School District to establish a School Resources Officer (SRO) Program.

BACKGROUND: During the past several months, the City and the School District have been discussing the possibility of establishing an SRO Program. Based on those discussions, an MOU has been prepared for City Council and Board of Education consideration.

ANALYSIS: Pursuant to the terms of the proposed MOU, the City would identify and select a sworn police officer to serve in a special assignment role as the SRO. The selected individual would be engaged in executing an overall plan of work that includes the following components:

1. Work collaboratively with MUSD school officials in maintaining safe, orderly, positive learning environments for all students.
2. Serve as liaison between MUSD Schools and the Monrovia Police Department.
3. Serve on the Monrovia Anti-Gang Intervention Committee.
4. Serve on the School Attendance Review Board.
5. Take part on the Safe Schools Safe City Steering Committee.
6. Conduct classes to 9th and 12th grade students regarding citizen and police interactions.
7. Conduct school site safety assessments.
8. Conduct traffic safety assessments in collaboration with City traffic officer and the Traffic Safety Committee.
9. Assist school staff with student disciplinary issues.
10. Handle non-emergent (cold) reports and conduct investigations.
11. Attend school programs, assemblies and functions.
12. Assist in the coordination of the "Every 15 Minutes" program.

ENVIRONMENTAL IMPACT: There is no environmental impact associated with approving an MOU for the provision of an SRO program.

FISCAL IMPACT: Pursuant to the proposed MOU, the City would be responsible for employing the police officer assigned as the SRO. The School District would, on a quarterly basis, reimburse the City for 50% of the fully burdened cost of employing the SRO.

It is anticipated that the annual cost that the School District would be reimbursing the City pursuant to this agreement will be around \$75,000. Based on the individual selected for the assignment, the reimbursement amount could potentially exceed \$75,000 during the course of a fiscal year. In those

AR-1

instances, the City will be required to notify the School District in advance of any cost reimbursement above \$75,000. In addition, the School District will only be responsible for reimbursing the City for any amount in excess of \$75,000 after reaching written agreement on the excess costs.

OPTIONS: Staff has developed the following options for City Council and Board of Education consideration:

1. Approve the MOU between the City and the School District for the provision of an SRO program.
2. Do not approve the MOU between the City and the School District for the provision of an SRO program and provide staff with additional direction.

RECOMMENDATION: Staff recommends that the City Council and Board of Education select Option 1 and approve the MOU between the City and the School District for the provision of an SRO program.

COUNCIL AND BOARD ACTION REQUIRED: If the City Council and Board of Education concurs, the appropriate action would be a motion to approve the MOU between the City and the School District for the provision of an SRO program, and to authorize the City Manager and the Superintendent to execute any and all necessary documents in a form approved by legal counsel for the City and the School District.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding Agreement (“Agreement”) is dated August 17, 2015 (“Effective Date”), and is between the City of Monrovia, a California municipal corporation (“City”) and the Monrovia Unified School District, a California school district (“MUSD”).

RECITALS

A. City and MUSD jointly desire to implement a School Resource Officer (SRO) program.

The parties therefore agree as follows:

1. **MUSD’s Services.**

A. Scope of Services. City and MUSD shall jointly cooperate to perform the services described in the Scope of Services, attached as **Exhibit A**. City and MUSD may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties and shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the MUSD Representative shall be the School Superintendent (the “MUSD Representative”).

C. Time for Performance. The SRO Program shall commence on the Effective Date.

D. Standard of Performance. City shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to MUSD.

E. Personnel. City has all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by City or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. City shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements applicable to this Agreement.

2. Term of Agreement. This Agreement shall be in effect unless terminated as provided in Section 7 of this Agreement.

3. Compensation.

A. Compensation. As full compensation for City's services provided under this Agreement, MUSD agrees to reimburse the City for 50% of the fully burdened cost (salary and benefits) of the School Resources Officer (Reimbursement Amount). City and MUSD jointly recognize that the annual Reimbursement Amount will be around \$75,000. In the event that the annual Reimbursement Amount should exceed \$75,000 in any one fiscal year (July 1 through June 30), the City Representative shall notify the School District Representative in advance of reaching the \$75,000 payment threshold. Prior to the School District reimbursing the City for any costs in excess of \$75,000, written agreement between the parties shall first be reached. MUSD shall make payment for the services in accordance with Section 4 of this Agreement.

B. Additional Services. City and MUSD shall not allow any claims for additional services performed under this Agreement, unless the City Representative and the MUSD Representative authorize the additional services in writing prior to the performance of the additional services or incurrence of additional expenses. Any additional services or expenses that are authorized shall be compensated at a rate mutually agreed to by the parties.

4. Method of Payment.

A. Invoices. City shall submit to MUSD an invoice on a quarterly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. MUSD shall review each invoice and notify City in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. MUSD shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement.

C. Audit of Records. City shall make all records, invoices, time cards, cost control sheets and other records maintained by City in connection with this agreement available during City's regular working hours to MUSD for review and audit by MUSD.

5. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, MUSD shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants,

attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of MUSD, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that MUSD shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. MUSD shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. MUSD shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) To the fullest extent permitted by law, City shall, at its sole cost and expense, defend, hold harmless and indemnify MUSD and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those MUSD agents serving as independent contractors in the role of MUSD officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of City, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that City shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. City shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. City shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

B. Survival of Terms. City's and MUSD's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

6. Mutual Cooperation.

A. City's Cooperation. City shall provide MUSD with all pertinent data, documents and other requested information as is reasonably available for MUSD's proper performance of the services required under this Agreement.

B. MUSD's Cooperation. MUSD shall provide City with all pertinent data, documents and other requested information as is reasonably available for City's proper performance of the services required under this Agreement.

7. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to MUSD at least ninety (90) calendar days before the termination is to be effective. MUSD may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least ninety (90) calendar days before the termination is to be effective.

8. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during MUSD's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Oliver Chi
City Manger
City of Monrovia
415 South Ivy Avenue
Monrovia, CA 91016

If to MUSD:
Katherine Thorossian, Ed.D
Superintendent
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

9. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, neither the City nor MUSD shall discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. City and MUSD will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

10. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

11. Exhibits. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

12. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both parties.

13. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

14. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

15. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

16. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Monrovia.

17. Attorneys’ Fees. In any litigation or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

18. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:
City of Monrovia,
a California municipal corporation

MUSD:
Monrovia Unified School District,
a California school district

By: _____
Name: Oliver Chi
Title: City Manager

By: _____
Name: Katherine Thorossian, Ed.D
Title: Superintendent

ATTEST:

ATTEST:

By: _____
Name: Alice D. Atkins, CMC
Title: City Clerk

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Craig A. Steele
Title: City Attorney

By: _____
Name: _____
Title: _____

EXHIBIT A SCOPE OF SERVICES

School Resource Officer (SRO) Program Scope of Services

SRO Program Purpose

The SRO Program is being established to develop an atmosphere of communication and cooperation between the City of Monrovia Police Department (City) and Monrovia Unified School District (MUSD).

SRO Program General Provisions

The SRO will work in a proactive role with students and MUSD officials to counsel and advise the MUSD on important student-police related issues, as well as working on campuses on a daily basis in order to reduce and prevent criminal activity.

It is mutually agreed that the City will provide a sworn law enforcement officer to act as the SRO. This officer to serve as the SRO will be selected by the Chief of Police and will act first and foremost as a law enforcement officer. The SRO may be required to perform duties as MUSD officials designate within the parameters set forth in the SRO Program, as outlined below. Any conflicts in interpretation of the SRO's duties and responsibilities should be resolved jointly between the City and the MUSD pursuant to the terms outlined in this Agreement.

The SRO will remain an employee of the Monrovia Police Department with all rights, benefits, and privileges thereto. As the employer of the SRO, the City will provide workers' compensation insurance for the SRO. Furthermore, the City will pay the SRO's salary (including benefits). MUSD will be billed on a quarterly basis for 50% of the cost of employing the officer assigned as the SRO, pursuant to the terms and conditions outlined in this Agreement.

The SRO will ordinarily be attired in police uniform, however, the City reserves the right to assign the SRO to work in plain clothes on a case by case basis. The SRO will work five (5) days a week, eight (8) hour days. The SRO will coordinate activities with MUSD staff, and will seek permission, guidance and advice prior to enacting any program within the schools. Furthermore, while on District property, the SRO will follow all policies, rules and regulations of the District and the laws set forth in the California Education Code.

SRO Program Goals

- A. To support a partnership between the City and the MUSD to ensure a safe atmosphere for students and staff.
- B. To develop greater understanding and bridge support between the Police and students.
- C. To balance enforcement needs and create support and confidence.

SRO Program Implementation

- A. The SRO Program will be implemented effective August 17, 2015. The program will remain in effect indefinitely pursuant to this Agreement.

SRO Assignment

- A. The SRO shall maintain a schedule that remains flexible according to City and MUSD needs.
- B. Clothing will be authorized police uniform.
- C. The SRO will report within the City Police Department command structure to the Community Policing Sergeant.

SRO Duties and Responsibilities

- A. Work Collaboratively with MUSD school officials in maintaining safe, orderly, positive learning environments for all students.
- B. Serve as liaison between MUSD Schools and the Monrovia Police Department.
- C. Serve on the Monrovia Anti-Gang Intervention Committee.
- D. Serve on the School Attendance Review Board.
- E. Take part on the Safe Schools Safe City Steering Committee.
- F. Conduct classes to 9th and 12th grade students regarding citizen and police interactions.
- G. Conduct School Site Safety Assessments.
- H. Conduct traffic safety assessments in collaboration with City Traffic Officer and the Traffic Safety Committee.
- I. Assist school staff with student disciplinary issues.
- J. Handle non-emergent (cold) reports and conduct investigations.
- K. Attend school programs, assemblies and functions.
- L. Assist in the coordination of the "Every 15 Minutes" program.



JOINT MEETING MONROVIA CITY COUNCIL AND MONROVIA BOARD OF EDUCATION



MEET DATE: August 17, 2015

PREPARED BY: Oliver Chi, City Manager /
Katherine Thorossian, Superintendent

AGENDA LOCATION: AR-2

TITLE: Discussion Regarding The Memorandum of Understanding Between The City And The School District Regarding School Site Use As Public Recreation Areas

OBJECTIVE: To provide staff with additional direction regarding possible amendments and updates to the Memorandum of Understanding (MOU) between the City and the School District.

BACKGROUND: On August 29, 2012, the City and the School District entered into a second amendment to the MOU that established a program whereby the School District would make certain campuses available for public use as recreational areas on the weekends and during the summer (Attachment A). That particular agreement expired on August 31, 2013.

During the past several months, City staff and School District staff have been interfacing regarding the potential renewal of the contract and are tonight seeking additional input from the City Council and Board of Education regarding the potential updates to the agreement.

ANALYSIS: As staff has reviewed details related to this particular matter, items for discussion include:

1. Should the MOU be expanded to cover all school sites? The prior agreement identified the school sites that would be open to the public as Monroe Elementary, Wild Rose Elementary, Bradoaks Elementary, Mayflower Elementary, and Plymouth Elementary.
2. Should the City and School District consider limiting when school facilities would be open to the public?
3. Other considerations that the City Council and School Board would like staff to consider while developing an updated MOU?

ENVIRONMENTAL IMPACT: There is no environmental impact associated with discussing potential updates to the MOU.

FISCAL IMPACT: None.

OPTIONS: Staff has developed the following options for City Council and Board of Education consideration:

1. Provide staff with additional direction and feedback regarding recommended amendments to the MOU establishing certain school facilities for public use as recreational areas.

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RECOMMENDATION: Staff recommends that the City Council and Board of Education select Option 1 and provide staff with additional direction and feedback regarding recommended amendments to the MOU establishing certain school facilities for public use as recreational areas.

**SECOND AMENDMENT AND RESTATEMENT
OF THE
MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF MONROVIA
AND THE MONROVIA UNIFIED SCHOOL DISTRICT**

This **Memorandum of Understanding (“MOU”)** is hereby entered into as of August 29, 2012 (the “Effective Date”) by and between the City of Monrovia (the “City”) and the Monrovia Unified School District (the “District”). The City and the District may individually be referred to as “Party” and collectively as “Parties.”

RECITALS

A. The District owns and operates the public school campuses known as Monroe Elementary School, located at 402 West Colorado Boulevard, in the City of Monrovia; Wild Rose Elementary School, located at 232 Jasmine Avenue, in the City of Monrovia; Bradoaks Elementary School, located at 930 East Lemon Avenue, in the City of Monrovia; Mayflower Elementary School; located at 210 North Mayflower Avenue, in the City of Monrovia; and Plymouth Elementary School, located at 1300 Boley Street, in the City of Monrovia (the “Schools”).

B. The District and the City are authorized to jointly exercise any common powers pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (Section 6500 et seq.).

C. Education Code section 10900 et seq. authorizes the governing bodies of the District and the City to enter into agreements to promote community recreation that will contribute to the attainment of general educational and recreational objectives for children and adults of the state.

D. The City and the District desire to work together to provide more space for weekend and summer recreational activities in the City.

E. The City and the District have agreed to undertake a program through which the District will make the playground area, asphalt, and turf areas of the Schools available to the public for weekend recreational activities during the school year and from the last day of one school year through the first day of the new school year for summer recreational activities..

NOW, THEREFORE the City and the District have agreed as follows:

AGREEMENT

1. Term of Memorandum of Understanding. The Program established by this MOU shall remain in effect from August 15, 2012 through August 31, 2013, unless terminated earlier by one of the Parties upon prior written notice to the other Party given at least seven (7) calendar days prior to the termination date. On or prior to the end of the term, the Parties may mutually agree to extend the term of this MOU. Such agreement shall be memorialized in a written amendment to the MOU executed by the Parties.

2. Authorized Use. The Schools' playground area, asphalt, and turf areas shall only be used for recreational activities consistent with the Schools' customary use of such facilities.
3. District Obligations.
 - 3.1. The District shall make the playground, asphalt, and turf areas of the Schools available for unsupervised public recreational uses from dawn to dusk each Saturday and Sunday during the school. The District shall make the same areas available from dawn to dusk every day from the last day of one school year through the first day of the new school year for summer recreational activities. The District shall not be required to make any other portion of the Schools' properties available for public use including, without limitation, restroom facilities or classrooms.
 - 3.2. The District shall maintain the Schools' properties in a safe condition and provide for normal and customary maintenance services such as litter pick-up.
4. City Obligations.
 - 4.1. To the full extent allowed by law, the City shall indemnify, defend with counsel of City's choice, and hold harmless the District, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind, and description brought forth on account of injuries to or death of any person arising from or connected with the public use of those portions of the Schools open to public use pursuant to this MOU between dawn and dusk each weekend day between April 1, 2011 and June 30, 2011, excluding those portions of claims arising from the willful misconduct, recklessness, or sole negligence of the District, its officers, agents, employees or volunteers. The City shall not be required to indemnify, defend, and hold harmless the District from claims arising from the District's or a third party's negligent operation or construction of facilities. The City shall not be liable for any loss, liability, or damage arising out of the District's failure to secure the Schools' properties when they are not open to public use. The District shall promptly provide notice to the City's Director of Community Services of any incident, claim, complaint, or other notice of injury or damage relating to the public recreational use of the Schools properties pursuant to this MOU.
 - 4.2. The City shall at all times during the term of this MOU maintain in full force and effect a policy or policies of comprehensive general liability insurance and automobile liability insurance reasonably sufficient to cover the City's obligations under this MOU, in the discretion of the City's Director of Human Resources and Risk Management, but in no event less than One Million Dollars (\$1,000,000). The District shall be named as an additional covered entity under such policy of insurance. Prior to the opening of the Schools for recreational use, the City shall supply a certificate of insurance to the District.
 - 4.3. The City shall assign City personnel to periodically patrol the Schools' properties, in a manner similar to City parks, during the hours it is open to public recreational use during the term of this MOU.
5. Notices. Any notices that any Party may desire to give to the other Party under this MOU must be in writing and may be given either by (i) personal service; (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, that provides a receipt showing date and time of delivery; or (iii) mailing in the United States Mail, certified

mail, postage prepaid, return receipt requested, addressed to the address of the other Party as set forth below or at any other address as the Parties may later designate by Notice.

To City: City of Monrovia
415 South Ivy Avenue
Monrovia, California 91016
Attention: April L. Soash, Director of Community Services

To District: Monrovia Unified School District
325 East Huntington Drive
Monrovia, California 91016
Attention: Dr. Linda Wagner, Superintendent

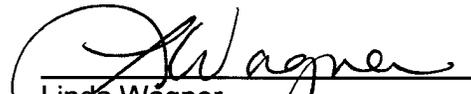
6. Publicity. Any publicity or public notice regarding this program shall state that the program is a joint effort of the District and the City. To the extent feasible, the Parties shall endeavor to coordinate any public announcement or publicity regarding the program.
7. Assignment. No Party shall assign any portion of this MOU without prior written consent of the other Party.
8. Governing Law. The Parties understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the Parties to this MOU and also govern the interpretation of this MOU.
9. Entire Agreement. This MOU contains the entire understanding between the Parties relating to the obligations of the Parties described in this MOU. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this MOU and shall be of no further force or effect.
10. Time of the Essence. Time is of the essence of all of the terms and conditions of this MOU.
11. Amendment. This MOU may be amended or modified only by a written agreement signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF MONROVIA

MONROVIA UNIFIED SCHOOL DISTRICT


Laurie Lile
City Manager


Linda Wagner
Superintendent

ATTEST:


Alice D. Atkins, CMC
City Clerk