



CITY COUNCIL AGENDA REPORT



DEPARTMENT: Public Services

MEETING DATE: April 17, 2018

PREPARED BY: Tina Cherry, Director

AGENDA LOCATION: AR-2

TITLE: Proposed Enhancements to Youth Programming Activities, and Memoranda of Understanding with Oak Crest Institute of Science and the Boys and Girls Club of the Foothills

OBJECTIVE: To authorize youth program adjustments through partnerships with Oak Crest Institute of Science and the Boys and Girls Club of the Foothills.

BACKGROUND: The City of Monrovia offers a variety of programming for youth, with key initiatives including the following activities:

- Summer Extravaganza Youth Camp
- Youth Employment Services (YES) Intern Program
- Friday Night Teen Scene (FNTS)
- Youth Sports Program

As part of our ongoing efforts to enhance our youth programming activities, a Study Session was held with the City Council on February 20, 2018, to discuss possible youth programming enhancements. During the meeting, there were several identified program opportunities discussed, including:

- Can we refine the programs we currently offer to focus on unique opportunities the City can provide?
- Are there ways to reduce the duplication of similar services being offered in Monrovia by other service providers?
- Would it be possible to move away from a child care model program to a more robust enrichment program model?
- How can we make the City programs more distinct and provide value added experiences?
- Are there other ways for the City to support a reduction of the “summer slide” for our youth?
- Can we leverage existing partnerships to expand on the growing science / technology industry in Monrovia?

City Council and staff reviewed each of the program areas during the Study Session, exploring some of our current challenges as well as possible future modifications. Additionally, staff also engaged the Community Services Commission in a discussion regarding youth programming activities on March 13,

AR-2

2018. Based on those deliberations, staff has developed several youth programming modifications for consideration, including the proposed establishment of the following overall program modifications:

- Establish a partnership program with Oak Crest Institute of Science (OCIS), whereby OCIS would work to develop an annual summer science camp program for Monrovia students. Other components of the proposed partnership with OCIS include:
 - Development of a comprehensive Science & Technology Incubator Program (STIP) in Monrovia, which will be focused on economic development and job creation in the science and technology field. In addition to providing cost-effective incubator facilities with shared equipment / office space for early start-up companies, the overall STIP will also be geared towards providing educational and training opportunities for future employees.
 - Establishment of a catalogue of key science / technology research and development equipment available in the greater Monrovia area, and develop shared-use agreements to allow entities participating in the STIP program cost-effective access to such equipment.
 - Coordination of social gatherings on a bi-annual basis for those that are part of the STIP program, and for the greater science and technology community in Monrovia.
 - Partnership with the City to formulate a workforce development program that will result in the eventual establishment of a school-to-job program for Monrovia students. The program should identify career pathways for students interested in the science and technology field, provide mentoring / educational / training opportunities for program participants, and link the program with science and technology employers in the greater Monrovia area.
- Reorganize the Summer Extravaganza program through establishment of a partnership program with the Boys and Girls Club of the Foothills (BGC). Through the program, BGC would take over the responsibility of coordinating summer camp programming activities.
- Merge the YES Intern Program and the FNTS Program to create an enriched and more meaningful summer experience for more teens.
- Reorient the Youth Sports Program to serve as a comprehensive City-wide initiative as opposed to its current framework as an after school initiative at local elementary school campuses.

If approved, the overall adjustments would serve to increase the quality and availability of youth programming in the City, while reducing overall City costs by an estimated \$17,140.

ANALYSIS: For a number of years, the City's approach to youth programming has included provision of the Summer Extravaganza Youth Camp, the YES Program, the FNTS Program, and a youth sports program. An overview of existing program areas, along with identified program challenges, is outlined below.

- Summer Extravaganza Youth Camp
The current Summer Extravaganza Youth Camp program is a free recreational based summer program open to all youth ages 6-16. There are no residency requirements or income verification requirements for the participating families. Historically, the program has been offered for eight weeks in the summer at Recreation Park, Monday through Friday, from 12:00 p.m. – 5:00 p.m. The program also includes a free lunch, which is offered through the Monrovia Unified Schools District (MUSD) Summer Lunch Program, and furthermore, the camp has not been offered in the morning hours due to conflicting MUSD Summer School schedules and a morning camp offered by the Boys and Girls Club of the Foothills (BGC).

As staff assessed the Summer Extravaganza program, multiple operational challenges were identified. Two of the most significant issues relate to the fact that the current program does not have a dedicated interior space, and the fact that attendance patterns by program participants is inconsistent. First, given that Summer Extravaganza is hosted outdoors in Recreation Park, weather issues impact the program, as excessive heat and rain can create programmatic challenges. Additionally, due to the program being free of charge, the daily participant attendance at Summer Extravaganza is unpredictable, which forces staff to modify group and planned activities based on participant age and attendance each day. Due to these challenges, Summer Extravaganza is structured more as a child care program rather than a youth enrichment initiative.

In assessing the overall Summer Extravaganza program, another issue we have identified is the fact that we are duplicating a similar services offered throughout Monrovia and the San Gabriel Valley. There are multiple youth summer camps offered in the area, and in fact, the BGC currently offers an all-day summer camp at Recreation Park alongside our Summer Extravaganza initiative. By continuing the City offered summer camp, the City may be negatively impacting the BGC which is open to any family with youth in kindergarten through grade 12. In addition, the BGC program is very affordable, and financial aid is available for those in need.

- YES Program

The YES program is a nine-week paid internship for youth that attend Monrovia schools. The program is designed to offer real world work experience, along with job training, mentorship opportunities, and leadership experience. The interns are selected from a formal recruitment process and assigned to a YES mentor who serves as their direct supervisor for the summer. As a part of the job, each intern works to develop a project (called a Community Challenge) that they work on throughout the course of the program. At the conclusion of the internship, each participant presents their findings to the community. Interns also attend weekly trainings on topics such as public speaking, customer services, leadership, and financial literacy.

There are a few factors that have impacted the results of the YES program. First, mentor support for interns is critical to the success of the program participants. Selecting the right mentor, who has time to work with the intern, can be a challenge. Work does not stop during the summer and participating employers must be deliberate in setting aside time and personnel to facilitate the YES program. In addition, transportation is a challenge, as the interns are required to attend weekly training sessions at City facilities. Having mentors willing to transport the interns, or interns having the ability to walk to the trainings, has been an obstacle.

- Friday Night Teen Scene (FNTS)

The FNTS was originally developed to provide Monrovia youth with a gathering place every Friday evening during the summer at Library Park, in order to minimize disruption at the City's weekly Friday Night Family Street Fair event. The program has included a leadership / training program, drop-in activities where teens come and go as they please, a dinner paid for through generous sponsorships, and a \$100 stipend for the youth who actively participated in the training program and event set up / clean up.

Given the nature of the FNTS program, staff has identified that the initiative seems to duplicate the programmatic nature of our YES Program. To that end, we have been assessing how to provide programming on Friday evenings for our teens while improving the efficiency of our overall youth programs.

- Youth Sports Program Overview

The City currently operates five youth sports programs – one at each of the City's elementary school campuses – with flag football, basketball, soccer, and cheerleading offered throughout the school year. Practices are held at the school sites from dismissal until 5:00 p.m., and games have been coordinated to occur at Recreation Park on Wednesday afternoon.

There have been challenges associated with coordinating the youth sports program including the fact that the current program operates in competition with both Monrovia Unified School District grant funded after school programs and BGC after school programs at Mayflower Elementary School. Furthermore, participation in the program is limited to 20 youth per school, the coaching staffs are limited, and game schedules are challenging to coordinate.

In an effort to both improve the efficiency and effectiveness of our overall youth programs, staff has worked to develop partnerships with both OCIS and the BGC, while also revamping our existing services to target an expanded audience. To that end, the proposed program modifications we have developed to address the challenges associated with our current youth programs includes the following components:

- Establish a partnership program with BGC, whereby the BGC would assume responsibility for coordinating our Summer Extravaganza Youth Camp program.
 - The BGC is in a position to accept more participants to their existing summer camp program, and to that end, staff has developed a program to partner with the BGC to add additional programming capacity. Through the proposed agreement with the BGC, their organization can offer families in need of summer camp child care services competitive services.
 - The cost of the proposed summer camp program shift to the BGC will be for \$20,100 / year.
- As part of a larger partnership program with OCIS to develop a more robust local science and technology ecosystem, coordinate the developed of a robust summer science camp program called the Junior Researchers Summer Academy.
 - The City has been working with OCIS on the development of an overall science / technology ecosystem in Monrovia. One component of that ecosystem is focused on expanded educational opportunities for our youth. Our first effort towards this objective was in the summer of 2017 when the Summer Extravaganza participants visited the OCIS. All 100+ youth program participants had the opportunity to explore a professional laboratory, learn from real scientist, and even make their own slime. Building on that momentum, the Monrovia Public Library in partnership with the OCIS, was awarded a \$10,000 Innovation Station Grant from the California State Library to offer youth science and technology based activities during Spring Break.
 - Based on the success of the science / technology programming and understanding the current program challenges, staff has recommended that resource be redirected from the Summer Extravaganza Camp Program to an enhanced, structured, enrichment program. Staff have been working with the OCIS to develop the proposed enhanced program, which has been referred to as the *Monrovia Junior Researcher Summer Academy* (MJRSA).
 - The MJRSA has been designed to be an innovative, educational, and fun science based summer program. Participants will be introduced to a variety of scientific fields through hands-on experiments and mentored by research scientists. Students will be immersed in a “learning by doing” environment, as they participate in labs using scientific thinking and techniques to solve clues to help uncover a mystery. Through the program, participants will have the opportunity to work in various scientific disciplines, including biology, chemistry, physics, and computer sciences in an engaging and fun environment.
 - The proposed program will be offered in two week sessions, with week one focusing on developing science and laboratory skills, and week two being focused on solving a mystery using the applied knowledge gained during week one of the session. The program is initially imagined to be offered Monday – Friday, from 9:00 a.m. to 5:00 p.m.

The morning will be focused on the science / technology enrichment programming and be based in the laboratory of the OCIS. The afternoons will include science-based experiences, including field trip activities. The proposed program will be offered for \$40 per participant per session (scholarships will be made available), with priority being offered to Monrovia youth and those youth attending MUSD schools. In addition, to expand the offering to as many youth as possible, priority registration will be offered to new participants each session.

- Merge and expand the YES Program / FNTS Program
 - Staff has been assessing how we can redirect our efforts to integrate the Friday Night Teen Scene with the YES Program. The leadership programs for both are closely aligned and are a duplication of effort. In addition, the Street Fair Operator would like to give the teens their own space in the Market to program, plan, and implement.
 - To that end, staff has developed an enhanced YES Program that merges the elements of the FNTS initiative. Through this reimaged initiative, YES interns would work in partnership with the City's Friday Night Family Street Fair operator, along with other community organizations such as Monrovia Association of Fine Arts and MUSD, to coordinate a renewed Friday Night Summer Program at the Street Fair for teens. In addition, the resources previous deployed to the Friday Night Teen Scene could be redirected to support the proposed expanded YES Intern Program.
 - Furthermore, during the past year, staff has been cultivating relationships with various partners that have expressed an interest in being YES Program employers. In 2017, OCIS hosted two YES interns, and OCIS has committed to hosting 4 YES interns in 2018.
 - In addition, staff has identified several other key community stakeholders who will be terrific mentors in 2018. Given the renewed level of interest, staff believes it would be possible to expand the program to include 20-25 youth in the 2018 summer program.

- Redirect our youth sports program efforts to be City-wide, as opposed to school-site based
 - Through this proposed adjustment of the City's youth sports program, we would continue offering flag football, basketball, volleyball, and cheerleading sports programs for our youth. However, rather than have five duplicative programs operating at each school site, the revised program would be designed City-wide, so that any interested youth could sign-up for the initiative.
 - The upgraded program would eliminate duplication of after-school services currently provided by the MUSD and the BGC, and would also provide more access for youth City-wide to get involved in the sports program.

FISCAL IMPACTS: Based on the cost savings that would be realized from proposed program adjustments, coupled with the new costs associated with the proposed agreements with OCIS and the BCG, the proposed youth programming adjustments would result in a projected net savings of \$17,240 / year, as outlined in the overview below:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding Agreement (“Agreement”) is dated April 17, 2018 (“Effective Date”), and is between the City of Monrovia, a California municipal corporation (“City”) and Oak Crest Institute of Science, a 501(c)3 non-profit corporation (“Consultant”).

RECITALS

A. City desires to enter into an agreement with the Consultant to develop a comprehensive science and technology ecosystem in Monrovia.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit A**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, 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 Consultant Representative shall be Marc Baum, CEO (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

C. Standard of Performance. Consultant 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 City.

D. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

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

F. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

2. Term of Agreement. This Agreement shall be from the Effective Date until June 30, 2023, unless terminated earlier as provided in Section 13 of this Agreement.

3. Compensation.

A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant an annual fee, as set forth in the Approved Fee Schedule, attached hereto as **Exhibit B**.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice for the services performed pursuant to this Agreement. City shall review the invoice and notify Consultant in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. City 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. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

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

5. Ownership of Documents. All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain City's property without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

7. Confidentiality. All data, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement. Notwithstanding any other provision to the contrary, no Data shall be considered confidential if Consultant can show by competent proof that such information:

- A. was, at the time of disclosure, already known by Consultant;
- B. was at the time of disclosure, or subsequently became, through no fault of Consultant, known to the general public through publication or otherwise;
- C. was, subsequent to disclosure, lawfully and independently received by Consultant from a third party who disclosed it to Consultant without restriction; or
- D. was ordered to be publicly released by a court order or the requirement of a government agency.

8. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity

for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant 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 Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from (i) the active or passive negligence or willful misconduct of and / or, (ii) instructions or directions from, the Indemnitees or any City agents, representatives or independent contractors. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Consultant's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant

shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all 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 Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Consultant's subcontractor's active or passive negligence, except for Liabilities arising from (i) the active or passive negligence or willful misconduct of and/or, (ii) instructions or directions from, the Indemnitees or any City agents, representatives or independent contractors.

B. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

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

10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees

while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has not employees.

11. Mutual Cooperation.

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

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five (5) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. 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 Consultant at least five (5) calendar days before the termination is to be effective. Notwithstanding any right to terminate this Agreement, upon termination of Consultant for no cause, City shall immediately remit the total compensation due to Consultant under Section 3 and / or Exhibit B regardless of payment schedule or Consultant's performance of Services.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's reasonable judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

15. 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 Consultant'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:

Alice D. Atkins, City Clerk
City of Monrovia
415 South Ivy Avenue
Monrovia, California 91016

If to Consultant:

Marc Baum, CEO
Oak Crest Institute of Science
132 West Chestnut Avenue
Monrovia, CA 91016

With a courtesy copy to:

Craig A. Steele, City Attorney
Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, CA 90071

Thomas Dover, Esq.
Nossaman, LLP
777 South Figueroa Street, 34th Fl.
Los Angeles, CA 90017

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not 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. Consultant 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.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. 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.

19. Exhibits. Exhibits A and B constitute a part of this Agreement and are 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Attorneys’ Fees. In any litigation or other proceeding by which on 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.

26. 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

By: _____
Name: Oliver Chi
Title: City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Consultant:

Oak Crest Institute of Science,
a 501(c)3 non-profit corporation

By: _____
Name: Marc Baum
Title: CEO

By: _____
Name: _____
Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

EXHIBIT A SCOPE OF SERVICES

Oak Crest Institute of Science agrees to the following:

- Further the development of the science and technology ecosystem in Monrovia through the development of a comprehensive program that at a minimum includes the following components:
 - Develop a comprehensive *Science & Technology Incubator Program* (STIP) in Monrovia, which will be focused on economic development and job creation in the science and technology field. In addition to providing cost-effective incubator facilities with shared equipment / office space for early start-up companies, the overall STIP should also be geared towards providing educational and training opportunities for future employees.
 - Establish a catalogue of key science / technology research and development equipment available in the greater Monrovia area, and develop shared-use agreements to allow entities participating in the STIP program cost-effective access to such equipment.
 - In partnership with the City, lead the annual development and execution of a premier summer science camp program for Monrovia students. The yearly summer program should be established for a 6 to 8 week period during the summer months.
 - Coordinate the development of social gatherings on a bi-annual basis for those that are part of the STIP program, and for the greater science and technology community in Monrovia.
 - Partner with the City to formulate a workforce development program that will result in the eventual establishment of a school-to-job program for Monrovia students. The program should identify career pathways for students interested in the science and technology field, provide mentoring / educational / training opportunities for program participants, and link the program with science and technology employers in the greater Monrovia area.

EXHIBIT B
APPROVED FEE SCHEDULE

In consideration of the Scope of Services to be performed by Oak Crest Institute of Science, as identified in Exhibit A above, the City of Monrovia shall make the following payments to Oak Crest Institute of Science for each period of time as outlined below:

- May 1, 2018, through June 30, 2019
 - \$6,500 per month during this identified period
- July 1, 2019, through June 30, 2020
 - \$6,695 per month during this identified period
- July 1, 2020, through June 30, 2021
 - \$6,896 per month during this identified period
- July 1, 2021, through June 30, 2022
 - \$7,103 per month during this identified period
- July 1, 2022, through June 30, 2023
 - \$7,316 per month during this identified period

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding Agreement (“Agreement”) is dated April 17, 2018 (“Effective Date”), and is between the City of Monrovia, a California municipal corporation (“City”) and the Boys & Girls Club of the Foothills, a 501(c)3 non-profit corporation (“Consultant”).

RECITALS

A. City desires to enter into an agreement with the Consultant to develop a recreational based summer camp program in Monrovia for students who attend the Monrovia Unified School District.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. **Consultant’s Services.**

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit A**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, 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 Consultant Representative shall be John Wilson, Executive Director (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

C. Standard of Performance. Consultant 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 City.

D. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

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

F. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

2. Term of Agreement. This Agreement shall be from the Effective Date until June 30, 2023, unless terminated earlier as provided in Section 13 of this Agreement.

3. Compensation.

A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant an annual fee, as set forth in the Approved Fee Schedule, attached hereto as **Exhibit B**.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice for the services performed pursuant to this Agreement. City shall review the invoice and notify Consultant in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. City 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. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

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

5. Ownership of Documents. All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain City's property without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

7. Confidentiality. All data, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant 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 Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant 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. Consultant 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. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all 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 Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor 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.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers. Intentionally deleted.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

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

10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has not employees.

11. Mutual Cooperation.

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

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five (5) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. 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 Consultant at least five (5) calendar days before the termination is to be effective. Notwithstanding any right to terminate this Agreement, upon termination of Consultant for no cause, City shall immediately remit the total compensation due to Consultant under Section 3 and / or Exhibit B regardless of payment schedule or Consultant's performance of Services.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

15. 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 Consultant'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 Manager
City of Monrovia
415 South Ivy Avenue
Monrovia, California 91016

If to Consultant:

John Wilson, Executive Director
Boys & Girls Club of the Foothills
600 South Shamrock Avenue
Monrovia, CA 91016

With a courtesy copy to:

Craig A. Steele, City Attorney
Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, CA 90071

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not 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. Consultant 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.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. 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.

19. Exhibits. Exhibits A and B constitute a part of this Agreement and are 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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

By: _____
Name: Oliver Chi
Title: City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Consultant:

Boys & Girls Club of the Foothills,
a 501(c)3 non-profit corporation

By: _____
Name: John Wilson
Title: Executive Director

By: _____
Name: _____
Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

EXHIBIT A SCOPE OF SERVICES

Consultant agrees to the following:

- On an annual basis, develop a recreational based summer camp program open to all youth enrolled in the Monrovia Unified School District. At a minimum, the summer camp program should incorporate the following programmatic elements:
 - Occur for at least an eight week period during the summer, with programming set to occur Monday through Friday each week.
 - Ensure that a financial aid program is available so that no child will be turned away from the summer camp service.

EXHIBIT B
APPROVED FEE SCHEDULE

In consideration of the Scope of Services to be performed by Consultant, as identified in Exhibit A above, the City of Monrovia shall make payments to the Consultant for each period of time as outlined below:

- July 1, 2018, through June 30, 2019
 - \$1,675 per month during this identified period
- July 1, 2019, through June 30, 2020
 - \$1,725 per month during this identified period
- July 1, 2020, through June 30, 2021
 - \$1,775 per month during this identified period
- July 1, 2021, through June 30, 2022
 - \$1,825 per month during this identified period
- July 1, 2022, through June 30, 2023
 - \$1,875 per month during this identified period