

Honorable Chair and Members of the  
City Council Citizen Development and Enrichment Committee  
and the Torrance Unified School District Board of Education  
City Hall  
Torrance, California

Members of the Committee and Board:

**SUBJECT: Joint Meeting of the Torrance City Council Citizen Development and Enrichment Committee and Members of the Board of Education of the Torrance Unified School District**

**RECOMMENDATION**

Recommendation of the City Manager and the TUSD Superintendent that the Torrance City Council Citizen Development and Enrichment Committee and Board Members of the Board of Education of the Torrance Unified School District recommend the approval of the draft 2013 Joint Use Agreement.

**BACKGROUND/ANALYSIS**

At the joint meeting of the Torrance City Council Citizen Development and Enrichment Committee and Members of the Board of Education of the Torrance Unified School District on February 25, 2013, the Committee requested that staff develop a new Joint Use Agreement to include all shared services and use of facilities. Both agencies have been working closely since the meeting of February 25, 2013 to develop the attached 2013 Joint Use Agreement. The February 25, 2013 meeting material may be accessed on-line at <http://www.torranceca.gov/21980.htm> with complete details of existing paid and shared services. Staff requests the Committees review proposed draft Joint Use Agreement and recommend approval by the Torrance City Council and the Torrance Unifies School District Board. Once the 2013 Joint Use Agreement is approved, it will replace all prior agreements.

Respectfully submitted,  
LeROY J. JACKSON  
CITY MANAGER



By \_\_\_\_\_  
Aram Chaparyan  
Assistant to the City Manager

CONCUR:



LeRoy J. Jackson  
City Manager



Dr. George Mannon  
TUSD Superintendent

Attachment A: Draft 2013 Joint Use Agreement  
Attachment B: February 25, 2013 Meeting Notes

**CITY OF TORRANCE AND TORRANCE UNIFIED SCHOOL DISTRICT  
JOINT USE AGREEMENT (DRAFT)**

This Agreement (“Agreement”) is made and entered, in duplicate, this \_\_\_ day of \_\_\_\_\_, 2013, for reference purposes only, pursuant to a minute order of the City Council of the City of Torrance adopted at its meeting held on \_\_\_\_\_, 2013, and authorization of the Board of Education of the Torrance Unified School District of Los Angeles County adopted at its meeting held on \_\_\_\_, 2013 by and between the CITY OF TORRANCE, a municipal corporation ("City"), and the TORRANCE UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY (“District”), a public school system created and authorized by the California Constitution and the City Charter. District and City are sometimes referred to singularly as “Party” and collectively as “Parties.”

WHEREAS, the Parties are mutually interested in a quality program of education, community recreation and other civic activities for all citizens of the City and District; and

WHEREAS, the Parties desire to enter into an agreement for reciprocal use of certain facilities and services for education, community recreation and other civic activities to assure maximum and coordinated public use of these facilities; and

WHEREAS, the city is authorized under Section 400 of its Charter and the District is authorized under section 10905 of the California Education Code to contract with each other for the purposes of contributing to the attainment of general education programs, community recreation services and civic activities for children and adults of the State; and

WHEREAS, full cooperation between the City and the District is essential in order to guarantee the best programs and services at reasonable expenditure of public funds; and

WHEREAS, the District and the City have agreed to act jointly to develop a plan to jointly use certain real property, facilities and services (individually the “District Facilities and Services” and “City Facilities and Services” and collectively, the “Facilities and Services”).

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the Parties agree as follows:

**1. RECIPROCAL USE OF FACILITIES.**

A. City will allow the District to use City Facilities suitable for District educational and community recreational programs when said facilities are not being used for scheduled City activities, and where applications for such use are filed by the District through its Superintendent's Office or designee, and user applications are approved by the City Manager or designee, or another City Department Director.

B. The District will allow the City to use District Facilities suitable for City recreational programs and civic activities when said facilities are not being used for scheduled District activities, and when applications for such use are filed by the City through its City Manager's Office, or a Director of another City department or designee, and such applications are approved by the Superintendent of Schools or designee.

C. Whenever possible, District and City agree to utilize their respective Facilities prior to utilizing each other's Facilities.

**2. CITY FACILITIES.** City Facilities ("City Facilities") subject to this Agreement will mean those facilities under the jurisdiction of the City Council, or other city board or commission which are specifically suited for educational or athletic use provided, however, that the use of Las Canchas Tennis Center, Torrance Batting Cages and all leased youth sports fields will be subject to the City's agreement with the operator of those facilities, and will not be included in this Agreement. (ie Riviera Little League, Torrance American Baseball League, Torrance Little League, South Bay Youth Baseball, and West Torrance Little League) City will also consult with District and consider the terms of this Agreement when proposing to enter into an agreement relating to city buildings and miscellaneous facilities that may be impacted by this Agreement. Auxiliary facilities and fixed equipment, such as restrooms or parking lots, shower and dressing rooms, bleacher seats, and other fixtures designed for use in connection with such auxiliary facilities are included in this Agreement.

**3. DISTRICT FACILITIES.** District Facilities ("District Facilities") subject to this Agreement means those facilities specifically suited for community recreational programs and other civic activities including but not limited to buildings, classrooms, multi-purpose rooms, auditoriums, kitchens, cafeterias, meeting rooms, gymnasiums, athletic fields, restrooms, tennis courts, playgrounds, and parking lots. Auxiliary facilities and fixed equipment, such as bleacher seats, and

other fixtures designed for use in connection with such auxiliary facilities are included in this Agreement.

**4. FEES.** The Parties believe that the use of each other's facilities will be relatively equal, and will strive for equality of use, and such use will serve as consideration of each party for execution of this Agreement. The City will not owe any fees or charges to District for core City uses of District Facilities hereunder and the District will not owe any fees or charges to City for core District uses of City Facilities hereunder. Parties have identified core uses listed on the attached Exhibit 'A' attached hereto. Any proposed usage not listed on Exhibit 'A' must be presented to the joint committee of the City of Torrance Citizen Development and Enrichment Committee and TUSD for preliminary review and approval prior to City Council and TUSD Board of Education final approval.

**5. PRIORITY OF USE.**

A. The priority for use of City Facilities will be:

- (1) City core recreation programs and other city activities;
- (2) District core programs and other District activities;
- (3) Other community groups and organizations.

B. The priority for use of District Facilities will be:

- (1) District core programs and other District activities;
- (2) City core recreation programs and other city activities;
- (3) Other community groups and organizations.

C. In order to claim this priority in the scheduling of the District Facilities, City must submit its requests for use no later than September 1 each year for the period from October 1 through September 30 of the following year. If City makes a request after that date, the request will be processed in the same order of priority provided, however, that if the District has already issued a permit for the facility and date requested by the city, then City's request will be denied.

D. In order to claim this priority in the scheduling of City Facilities, the District will submit its request for such use no later than September 1 each year for the period from October 1 through September 30 of the following year. If the District makes a request after that date, the request will be processed in the same order of priority provided, however, that if the City has already issued a permit

for the facility and date requested, the District's request will be denied. Any changes to the schedule after the September deadline must be made by mutual agreement of Parties.

**6. CANCELLATION.** No cancellation will be allowed unless such cancellation is necessitated by a calamitous event, unforeseen CIF functions, or other circumstances beyond the control of the Party.

**7. PROGRAM COORDINATION.** City and the District will coordinate and cooperate in their respective programs so that they relate to and supplement each other and avoid duplication or conflict and so that the public may be efficiently and effectively served. The Joint City Council Citizen Development and Enrichment Committee and TUSD designated Board Members will be the official body for discussion between the City and the District of all issues having to do with use of these facilities.

**8. SUPERVISION AND SECURITY.** Each party will provide necessary supervision to assure proper control over activities and invitees and licensees while that party is using the other party's facilities.

**9. PERSONNEL, EQUIPMENT AND SUPPLIES.** Each party will provide such personnel, equipment and supplies as may be necessary for that party's programs and activities at a facility. "By way of illustration and not of limitation, when District is using Benstead Plunge, City will not provide lifeguard service. District will provide one or more aquatic instructors possessing the American Red Cross Emergency Water Safety Course Certificate or its equivalent in attendance continuously. In addition the aquatic instructor must also be certified in cardiopulmonary resuscitation (CPR) and first aid."

**10. RULES AND REGULATIONS.** City and District will conduct programs and activities at a facility in accordance with each Party's rules and regulations, if any, relating to that facility, as well as any federal or state laws.

**11. DAMAGE TO FACILITIES.** A. City will repair, at its sole cost, damage to District Facilities attributable to City's use. If the cause of damage cannot be determined or if there is a dispute regarding the cause of the damage, then the Parties will share the cost.

B. District will repair, at its sole cost, damage to City Facilities attributable to District's use. If the cause of the damage cannot be determined or if there is a dispute regarding the cause of the damage, then the Parties will share the cost.

C. If the user Party does not commence such maintenance or repairs, the owner Party may undertake such maintenance or repairs and invoice the user Party for the cost of the maintenance or repairs. The user Party will pay the invoice within thirty (30) days of receipt.

**12. INDEMNIFICATION.** In accordance with California Government Code section 895.2, the Parties hereby each assume the liability imposed on it, its officials, officers, employees and agents for injury or damage caused by a negligent or wrongful act or omission occurring in connection with or arising from this Agreement to the same extent that such liability would be imposed in the absence of section 895.2. Except to the extent a defense is provided by an insurer under Section 14 herein, each party will defend, indemnify and hold harmless the other party for any claim, demand, cause of action, loss, liability, damage, cost or expense that may be imposed on such party solely by virtue of section 895.2.

**13. NONDISCRIMINATION.** Subject to applicable laws, rules and regulations, neither party will discriminate in its performance of this Agreement on the basis of race, religion, national origin, color, sex, sexual orientation, AIDS, AIDS related condition, age, disability, handicap, or Vietnam Era veteran status.

**14. INSURANCE.** Each party is self insured and maintains commercial insurance. Each party will name the other party as an additional insured.

**15. EVALUATION.** Both Parties agree to review and evaluate the effectiveness of this Agreement no less than once each year. Both Parties will suggest to the Joint City Council Citizen Development and Enrichment Committee and TUSD designated Board Members for implementation any amendments to this Agreement upon which the Parties mutually agree.

**16. QUARTERLY REPORTS.** The City and TUSD will produce a quarterly report summarizing the joint use of each other's facilities and services.

**17. TERM.** This Agreement will begin on July 1, 2013 and will end on June 30, 2023. Either party may terminate this Agreement by giving one hundred eighty (180) days' prior notice to the other party. The term of this Agreement may be extended beyond June 3, 2023 by mutual agreement between all Parties.

**18. NOTICE.** Any notice hereunder will be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to City at 3031 Torrance Boulevard, Torrance, CA 90503 Attn: City Manager, and to District at 2335 Plaza del Amo Torrance, California 90501 Attn: Superintendent. Notice of change of address must be given in the same manner as other notices. Notice will be deemed given on the date personal service is obtained or on the date deposited in the mail, whichever first occurs.

**19. INTEGRATION.** This Agreement constitutes the entire understanding between the Parties and supersedes all other agreements, oral or written, pertaining to the subject matter herein.

**20. AMENDMENT.** This Agreement may not be amended, nor any provision or breach hereof waived, except in writing signed by the Parties which expressly refers to this Agreement.

**21. GOVERNING LAW.** This Agreement will be governed by and construed pursuant to the laws of the State of California.

**22. ASSIGNMENT.** Neither party may assign this Agreement nor in any manner transfer any rights hereunder;

**23. RELATIONSHIP.** Nothing in this Agreement will be construed as creating a partnership, joint venture, principal-agent relationship, association, or employer-employee relationship between the Parties.

**24. LEGAL COSTS.** If there is any legal proceeding between the Parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing Party will be entitled to recover its costs, including reasonable attorney's fees. This Agreement is created as a joint effect of both Parties and will not be interpreted against either party as the drafter of the Agreement.

**25. MAINTENANCE.**

A. Each party will be responsible for the maintenance of its own facilities hereunder.

B. To maintain condition of playing fields, downtime maintenance is required. Activities cannot be scheduled at Facilities during this maintenance period. Each Party is responsible for providing the other Party with reasonable notice of the estimated downtime maintenance schedule, which notice will be provided no less than sixty (60) days prior to the commencement of downtime maintenance.

C. The Parties agree to schedule any planned renovation and/or repairs in a manner to minimize impact upon each other. However, each Party may schedule renovation and/or repairs at times of its own choosing, in its sole discretion.

D. The Parties agree to inform the other Party of any unsafe conditions on either the District Property or the City property by the close of business on the next day following the observation.

**26. CONCESSIONS.** A. City will not sell, distribute or give food or beverages at District Facilities during City's use without the approval of the Los Angeles County Health Department if applicable and TUSD for such use. Merchandise may be sold with prior approval by the District and in conjunction with all applicable rules and regulations.

B. District will not sell, distribute or give food, or beverages at City Facilities during District's use thereof without the approval of the Los Angeles County Health Department if applicable and the City of Torrance for such use. Merchandise may be sold with prior approval by the City and in conjunction with all applicable rules and regulations.

**27. NEW AGREEMENT.** This Agreement supersedes and replaces all prior agreements between the City and the District with respect to use of other Party's facilities and services.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed as of the date first set forth opposite their signatures.

**TORRANCE UNIFIED SCHOOL DISTRICT  
OF LOS ANGELES COUNTY**, a public school system created and authorized by the California Constitution

\_\_\_\_\_, 2013

By: \_\_\_\_\_

Title: \_\_\_\_\_

“District”

**CITY OF TORRANCE, a municipal corporation**

\_\_\_\_\_, 2013

By: \_\_\_\_\_

Title: \_\_\_\_\_

“City”

The foregoing Agreement is hereby approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2013.

John Fellows, City Attorney

ATTEST:

\_\_\_\_\_  
By Patrick Q. Sullivan  
Assistant City Attorney

\_\_\_\_\_  
Sue Herbers, CMC  
City Clerk

Exhibit A – TUSD Facilities and Services

Exhibit B – City Facilities and Services

Exhibit C – Community Use

Exhibit D - AYSO National Tournament: June 29, 2014 - July 6, 2014

Exhibit E – April 1, 2011 License Agreement between City of Torrance and TUSD

**EXHIBIT A**

**TUSD SUMMARY OF FACILITIES AND SERVICES – FEE SERVICES**

<b>HIGH SCHOOLS</b>		
<b>Facility/Service Use</b>	<b>Description/Location</b>	<b>Hours or Qty</b>
Basketball:	Saturdays: North, West, South and Torrance High Schools:	*Youth – 450-550 hours Adult – 100 hours
Track Program:	West High;	Youth - 90 hours
Wrestling;	West High	Youth - 40 hours
Tennis	South High – Summer only	Youth - 320 hours

**TUSD SUMMARY OF FACILITIES AND SERVICES – NO FEE USE**

<b>PERMITS FOR ELEMENTARY AND MIDDLE SCHOOLS</b>		
<b>Facility/Service Use</b>	<b>Description/Location</b>	<b>Hours or Qty</b>
Flag Football	<ul style="list-style-type: none"> <li>• Adams</li> <li>• Arnold</li> <li>• Anza</li> <li>• Arlington</li> <li>• Carr</li> <li>• Casmir</li> <li>• Edison</li> <li>• Hull</li> <li>• Jefferson</li> <li>• Lincoln</li> <li>• Madrona</li> <li>• Magruder</li> <li>• Yukon</li> <li>• Walteria</li> <li>• Torrance Elementary</li> <li>• Richardson</li> <li>• Fern</li> <li>• Hickory</li> <li>• Riviera</li> <li>• Seaside</li> <li>• Wood</li> <li>• Calle Mayor</li> <li>• Bert Lynn</li> <li>• Towers</li> <li>• Victor</li> </ul>	*Youth – 280 hours
Basketball	<ul style="list-style-type: none"> <li>• Adams</li> <li>• Arnold</li> <li>• Carr</li> <li>• Casmir</li> <li>• Edison</li> <li>• Fern</li> </ul>	*Youth – 2100 hours

	<ul style="list-style-type: none"> <li>• Jefferson</li> <li>• Lynn</li> <li>• Magruder</li> <li>• Richardson</li> <li>• Riviera</li> <li>• Seaside</li> <li>• Torrance Elementary</li> <li>• Towers</li> <li>• Victor</li> <li>• Walteria</li> <li>• Wood</li> <li>• Yukon</li> <li>• Anza</li> <li>• Arlington</li> <li>• Hull</li> <li>• Lincoln</li> <li>• Madrona</li> <li>• Hickory</li> <li>• Calle Mayor</li> </ul>	
<b>Volleyball</b>	<ul style="list-style-type: none"> <li>• Adams</li> <li>• Arnold</li> <li>• Carr</li> <li>• Casmir</li> <li>• Edison</li> <li>• Fern</li> <li>• Jefferson</li> <li>• Lincoln</li> <li>• Lynn</li> <li>• Madrona</li> <li>• Magruder</li> <li>• Richardson</li> <li>• Riviera</li> <li>• Seaside</li> <li>• Torrance Elementary</li> <li>• Towers</li> <li>• Victor</li> <li>• Walteria</li> <li>• Wood</li> <li>• Yukon</li> <li>• Anza</li> <li>• Arlington</li> <li>• Hull</li> <li>• Hickory</li> <li>• Calle Mayor</li> </ul>	<b>*Youth – 160 hours</b>
<b>After School Recreation</b>	<ul style="list-style-type: none"> <li>• Arnold</li> <li>• Carr</li> <li>• Casimir</li> <li>• Edison</li> <li>• Hull</li> <li>• Lynn</li> </ul>	<b>Youth - 8,900</b>

	<ul style="list-style-type: none"><li>• Madrona</li><li>• Magruder</li><li>• Richardson</li><li>• Torrance Elementary</li><li>• Victor</li><li>• Walteria</li><li>• Yukon</li></ul>	
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\*These hours flex each year based on the needs of the volunteer coaches, so the City may request additional hours each year if available.

**EXHIBIT B**

**CITY SUMMARY OF FACILITIES AND SERVICES – FEE SERVICES**

<b>GENERAL SERVICES DEPARTMENT</b>		
<b>Facility/Service Use</b>	<b>Description/Location</b>	<b>Hours or Qty</b>
<b>Armstrong Theatre</b> (includes Lobby rental)	<ul style="list-style-type: none"> <li>• 6 high school events, totaling 14 days of rental.</li> <li>• 6 middle school events, totaling 6 days of rental.</li> </ul>	<b>116 hours</b>
<b>Toyota Meeting Hall</b>	<ul style="list-style-type: none"> <li>• 4 high school sports banquets,</li> <li>• 2 middle school leadership conferences,</li> <li>• 1 middle school graduation dance,</li> <li>• 1 high school fashion show,</li> <li>• 1 middle school band adjudication.</li> </ul>	<b>61 hours</b>
<b>Ken Miller Recreation Center Auditorium and Assembly Rooms</b>	<ul style="list-style-type: none"> <li>• 21 Adventures in Art rentals, comprised of 5 middle school events, 10 elementary school events, and 6 various board meetings and brunches.</li> <li>• 1 high school sports banquet, and one PTA Council meeting.</li> </ul>	<b>77 hours</b>
<b>Torino / Entry Plazas</b>	<ul style="list-style-type: none"> <li>• 2 middle school leadership events,</li> <li>• 2 Adventures in Art meetings,</li> <li>• 1 middle school graduation dance,</li> <li>• 1 band adjudication.</li> </ul> <p><i>These events were in conjunction with corresponding Meeting Hall and Recreation Center rentals.</i></p>	<b>38 hours</b>
<b>George Nakano Theatre</b>	<ul style="list-style-type: none"> <li>• 1 high school band performance</li> <li>• 1 PTA Council meeting</li> </ul>	<b>14 hours</b>
<b>Garden Room</b>	<ul style="list-style-type: none"> <li>• 1 high school rehearsal</li> <li>• 1 middle school rehearsal</li> </ul>	<b>13.5 hours</b>
<b>POLICE DEPARTMENT</b>		
<b>Facility/Service Use</b>	<b>Description/Location</b>	<b>Hours or Qty</b>
<b>Waiving of False Alarm Fees</b>	<ul style="list-style-type: none"> <li>• \$104 per alarm</li> </ul>	<b>194 calls</b>
<b>Football –</b> 4 hours per game  TPD may provide coverage by a private security as necessary. At least one Police Officer will be present.	West High School - 2 Officers/ 5 Games South High School - 2 Officers/ 5 Games North High School - 2 Officers/ 5 Games Torrance High School - 2 Officers/ 7 Games	<b>176 hours</b>
<b>POLICE DEPARTMENT</b>		
<b>Facility/Service Use</b>	<b>Description/Location</b>	<b>Hours or Qty</b>
<b>Basketball –</b> 3 hours per game  TPD may provide coverage by a private security as necessary. At least one Police Officer will be present.	West High School - 1 Officer / 10 Games South High School - 1 Officer/ 7 Games North High School - 1 Officer/ 8 Games Torrance High School - 1 Officer/ 11 Games	<b>108 hours</b>
<b>Dances –</b> 4 hours per dance	West High School - 1 Officer/ 2 Dances South High School - 2 Officers/ 1 Dance North High School - 1 Officer/ 2 Dances	<b>40 hours</b>

TPD may provide coverage by a private security as necessary. At least one Police Officer will be present.	Torrance High School - 2 Officers/ 2 Dances	
<b>Graduation –</b> 4 hours per graduation  TPD may provide coverage by a private security as necessary. At least one Police Officer will be present.	West High School - 3 Officers & 1 Sgt. South High School - 4 Officers North High School - 4 Officers Torrance High School - 4 Officers	<b>60 hours/ Police Officer</b>  <b>4 hours Police/ Sergeant</b>

## CITY SUMMARY OF FACILITIES AND SERVICES – NO FEE USE/SUPPORT

COMMUNITY SERVICES DEPARTMENT		
Facility/Service Use	Description/Location	Hours or Qty
<b>Youth Library Services</b> • Dedicated support to students in K-12	<ul style="list-style-type: none"> <li>• Librarian – 6 libraries</li> <li>• Senior Librarian – Main library</li> <li>• Library Assistant I</li> <li>• Library Assistant II</li> <li>• Library Assistant II – 5 Branches</li> </ul>	<b>8,528 total hours</b>
		1,456 hours
		1,456 hours
		1,040 hours
		1,456 hours
		3,120 hours
<b>Library books purchases</b>		<b>8,850 total books</b>
	• Juvenile and Teen Fiction Hardcover	3,800 books
	• Juvenile and Teen Fiction Paperback	1,500 books
	• Juvenile and Teen Non-Fiction	2,300 books
	• Easy Readers – grades 1-2	700 books
	• Multiple copies for required reading	550 books
<b>Adult Exercise Classes</b>	• El Retiro Park	<b>473 hours</b>
<b>School Picnics</b>	<ul style="list-style-type: none"> <li>• Columbia Park</li> <li>• Delthorne Park</li> <li>• El Nido Park</li> <li>• El Retiro Park</li> <li>• Entradero Park</li> <li>• Greenwood Park</li> <li>• Guenser Park</li> <li>• La Romeria Park</li> <li>• Lago Seco Park</li> <li>• McMaster Park</li> <li>• Paradise Park</li> <li>• Sur La Brea Park</li> <li>• Torrance Park</li> <li>• Victor Park</li> <li>• Walteria Park</li> <li>• Wilson Park</li> </ul>	<b>310 hours</b>
<b>Baseball</b>	• Torrance Park	<b>1,633 hours</b>
<b>Softball</b>	• Wilson Park	<b>1,953 hours</b>
<b>Cross Country</b>	<ul style="list-style-type: none"> <li>• Columbia Park</li> <li>• Wilson Park</li> </ul>	<b>21 hours</b>

<b>Swimming/Water Polo</b>	<ul style="list-style-type: none"> <li>Victor E. Benstead Plunge</li> </ul>	<u>Rental</u> <b>955 hours</b>
		<u>Labor</u> <b>551 hours</b>
<b>Soccer</b>	<ul style="list-style-type: none"> <li>Wilson Park Roller Hockey Rink</li> </ul>	<b>33 hours</b>

<b>POLICE DEPARTMENT</b>		
<b>Facility/Service Use</b>	<b>Description/Location</b>	<b>Hours or Qty</b>
<b>School Resource Officers</b>	<ul style="list-style-type: none"> <li>6 Police Officers for 9 months</li> </ul>	
<b>Juvenile Diversion Support</b>	<ul style="list-style-type: none"> <li>Nearly 1400 students served in 2012 and majority TUSD)</li> </ul>	
<b>Crossing Guards</b>	<ul style="list-style-type: none"> <li>26 part-time positions covering 29 intersections</li> </ul>	
<b>Threat Assessment by School Resource Officers and Detectives Division</b>	<ul style="list-style-type: none"> <li>All schools are assessed and reviewed annually or as site changes warrant.</li> </ul>	

## COMMUNITY USE – INFORMATION ONLY

### TUSD: Non Profit Youth Program Usage

#### AYSO/Youth Soccer

No cost unless activity takes place on the weekend (Cost of the custodian @\$54 per hour because the Group requests that the restrooms are available) or stadium is used (Facility Supervisor @\$66 per hour and Custodial cost @\$54 per hour).

- Arlington
- Yukon
- Car
- Carr
- Casmir
- Edison
- Lincoln
- Magruder
- Towers
- Jefferson
- Ana
- Anza
- Victor
- Lyn
- Lynn
- Hull
- Madrona
- Torrance Elementary
- Levy
- Adams
- WALTERIA
- Riviera
- Seaside
- Arnold
- Richardson
- High Schools

**Junior All-American Football:** They use our stadiums for regular games. No cost for facility use (Facility Supervisor @\$66 per hour and Custodial cost @ \$54 per hour).

**Girls' Softball:** Weekday/weekend practice: no cost unless restrooms are needed.

- Hamilton
- Lincoln
- Casmir
- Yukon
- Edison
- Levy

**Little League:** Weekday/weekend practice; practice; no cost unless restrooms are needed.

- Carr
- Lincoln
- Arlington
- Casimir
- Yukon
- Edison
- Hamilton
- Towers
- Jefferson
- Victor
- Anza
- Calle Major
- Richardson
- Hickory
- Madrona
- Hull
- Adams
- Torrance Elementary
- WALTERIA
- Riviera
- Arnold
- High High Schools

**Club Soccer/Lacrosse:** Group 2 cost plus cost of Facility Supervisor/Custodian for stadiums.  
stadiums.

- Anza
- Arlington
- Casimir
- Riviera
- Yukon
- High Schools

### **City of Torrance: Non-Profit and Private Rental Groups**

**AYSO/ Youth Soccer:** No cost for Torrance non-profits except if lights are needed (\$15/ hour). Includes use of restrooms. Staff controls lights at Wilson.

- Columbia Park
- McMaster Park
- Wilson Park

**Softball:** No cost for Torrance non-profits except if lights are needed (\$15/ hour). Includes use of restrooms. Staff controls lights at Wilson.

- DePortola Park
- El Nido Park
- Guenser Park
- La Romeria Park
- McMaster Park
- WALTERIA Park
- Wilson Park

**Little League:** No cost for Torrance non-profits except if lights are needed in parks (\$15/ hour). Includes use of restrooms.

- Central Torrance Little League (Plaza Del Amo/Western)
- DePortola Park
- La Romeria Park
- Lago Seco Park
- McMaster Field
- TABB (Doris Way Sump)
- Torrance Park
- Waleria Park
- West Torrance Little League/ West Torrance Babe Ruth (Entradero fields)

**Football:** No cost for Torrance non-profits except if lights are needed (\$15/ hour). Includes use of restrooms.

- Columbia Park
- Guenser Park
- McMaster Park
- Torrance Park
- Waleria Park

**Box Lacrosse:** Currently charged discounted rate of \$40 per hour plus scorekeepers when needed (\$15 per hour). Includes use of restrooms. Staff remains onsite.

- Wilson Park Roller Hockey Rink

**Swimming:** Non-profit rate of \$55 per hour plus guards @\$13 per hour each.  
Victor E. Benstead Plunge

**Adult Sport Programs:** \$15 per hour for fields, \$15 per hour for lights. \$50 per hour for gym and rink. Includes use of restrooms. Staff controls lights at Wilson.

- Columbia Park
- Dee Hardison Sports Center
- El Nido Park
- McMaster Park
- Torrance Park
- Waleria Park
- Wilson Park
- Wilson Park Roller Hockey Rink

**AYSO National Tournament: June 29, 2014 - July 6, 2014**

**Background**

In celebration of the American Youth Soccer Organization (AYSO) 50<sup>th</sup> Anniversary, Torrance was chosen to host the 2014 AYSO National Tournament. The City of Torrance in partnership with the regional AYSO will host the 2014 National Tournament.

The preliminary needs are outlined below.

- AYSO is exploring the use of three (3) High School Stadiums/field areas and adjacent elementary /middle school field space.
- **West Region:** West High School/Victor Elementary School
- **Central Region:** Torrance High School/Hull Middle School/ and Torrance Elementary School, and perhaps the use of the turf area adjacent to Sherry High School.
- **South Region:** South High School/Jefferson Middle School/ and Arnold Elementary School.
- **North Region:** Magruder Middle School as North High School is under modernization

**Preliminary Cost Estimates**

- Cost for the stadiums: Facility Supervisor @\$66 per hour and Custodial @\$54 per hour.
- Cost for fields @elementary/middle schools: Custodian (@\$54 per hour if restroom availability is requested).

**Joint Use Agreement Framework**

- The City and TUSD will work jointly with AYSO to provide sufficient field space in conjunction with the terms as outlined in the Joint Use Agreement.
- The City and TUSD will utilize the joint meeting of the City Council Citizen Development and Enrichment Committee and TUSD to develop the terms for the AYSO National Tournament.

**Additional Support**

- TUSD expresses an opportunity to bid on transportation.

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of April 1, 2011, by and between the CITY OF TORRANCE, a Municipal Corporation ("CITY") and Torrance Unified School District, ("LICENSEE").

RECITALS:

- A. CITY is the owner of fee title to an area identified as Wilson Park, 2200 Crenshaw Boulevard, Torrance, California.
- B. LICENSEE is the Torrance Unified School District that uses the softball diamonds at Wilson Park pursuant to the original Recreation Agreement dated June 10, 1986.
- C. LICENSEE wants to gain access from Torrance Unified School District Property or Southern California Regional Occupational Center ("SCROC") through the fences on the south side of Wilson Park to the softball diamonds.

AGREEMENT:

Therefore, in order to carry out their intent as expressed above, CITY and LICENSEE agree as follows:

- 1. PREMISES  
CITY grants LICENSEE a license to access and use, subject to all terms and conditions stated, the gates through the fences located on the south side of Wilson Park, 2200 Crenshaw Boulevard, Torrance, California. An aerial map showing the approximate location of the gates is attached as Exhibit A; the final location to be determined at the sole discretion of the CITY.
- 2. PURPOSE  
The property may be utilized by LICENSEE for the purpose of transporting softball equipment and fences from a Torrance Unified School District-owned storage container located on the SCROC property, located at 2300 Crenshaw Blvd., to the softball diamonds at Wilson Park and for no other purpose whatsoever, subject to the terms, conditions, and restrictions set forth in this License. This License is personal to LICENSEE and does not grant the LICENSEE any ownership, leasehold, easement, or other real property interest or estate in the property.
- 3. TERM  
This LICENSE will be effective from April 1, 2011 through June 30, 2014. CITY may terminate this agreement upon 30 days notice to LICENSEE. Termination shall be effective at the time notice is received or as specified therein.
- 4. COMPENSATION  
LICENSEE agrees to pay CITY in advance, the sum of \$3.00.

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**ORIGINAL COPY**

5. NOTICE

Addresses for purpose of giving notice are as follows:

LICENSEE: Dr. Donald Stabler  
Torrance Unified School District  
2335 Plaza Del Amo  
Torrance, CA 90509  
Fax: (310) 972-6065

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

6. INDEMNIFICATION

LICENSEE will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, subcontractors or vendors. It is further agreed, LICENSEE's obligations to indemnify, defend and hold harmless will be proportionate in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. In the event of any dispute between LICENSEE and CITY, as to whether liability arises from the negligence of the CITY or its officers, employees, agents, subcontractors or vendors, LICENSEE will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY's negligence. LICENSEE will be entitled in the event of such a determination to reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation, in proportion to the CITY's liability.

7. INSURANCE

A. LICENSEE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
  - b. Primary Property Damage of at least \$250,000 per occurrence; or

- c. Combined single limits of \$1,000,000 per occurrence.
- 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- 3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
- 4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by LICENSEE will be primary and non-contributory
- C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. LICENSEE must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the LICENSEE agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that LICENSEE will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

8. USE, MAINTENANCE AND SECURITY

- a. LICENSEE agrees to comply with all applicable Federal, State, County and City statutes, ordinances, rules, laws or regulations that are applicable to the premises or the operations of LICENSEE on the premises, and any deviation from these or any conditions stated in this LICENSE will be cause of immediate cancellation.

b. LICENSEE will not make any improvements or alterations of any kind to the property, including the placement or construction on, over, or under any part of the property of any permanent structure, fixture, or installation of any kind, size, or character whatsoever, without the prior written approval of the CITY, which approval will be given or withheld in the sole discretion of the CITY.

c. Security and maintenance of the site will be the responsibility of the LICENSEE. LICENSEE will keep the gates closed and locked at all times, except when necessary to move the softball equipment and fences through the CITY's property. Failure to keep the gates locked will result in termination of this License Agreement. LICENSEE agrees to maintain the site in a neat and sanitary condition. Failure by LICENSEE to maintain the area will result in the CITY implementing the cleanup. Any expenses incurred will be billed to LICENSEE.

d. LICENSEE will not damage, destroy, or displace any part of the property or any personal property for which the CITY is responsible in the exercise of the privilege granted by this LICENSE without the prior written consent of the CITY and the express agreement of the LICENSEE to promptly replace, return, repair, and restore the property or any such personal property to a condition satisfactory to the CITY.

9. LIMITS OF LICENSE

It is understood that the permission granted in this LICENSE is in no way to be construed by LICENSEE as permission to otherwise enter upon CITY'S other property for any purpose.

10. INTEGRATION; AMENDMENT

This License represents the entire understanding of CITY and LICENSEE as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this License. The License may not be modified or altered except in writing signed by both parties.

11. INTERPRETATION

The terms of this License should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this License or any other rule of construction that might otherwise apply.

12. SEVERABILITY

If any part of this License is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the License will remain in full force and effect.

13. GOVERNING LAW; JURISDICTION

This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.

14. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this License.

15. ATTORNEY'S FEES

Except as provided for in Paragraph 6, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this License (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this License, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

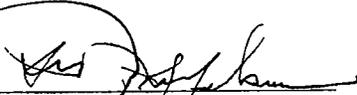
16. LICENSEE'S AUTHORITY TO EXECUTE

The person(s) executing this License on behalf of the LICENSEE warrant that (i) the LICENSEE is duly organized and existing; (ii) they are duly authorized to execute this License on behalf of the LICENSEE; (iii) by so executing this License, the LICENSEE is formally bound to the provisions of this License; and (iv) the entering into this License does not violate any provision of any other License to which the LICENSEE is bound.

**IN WITNESS WHEREOF**, the parties have duly executed this LICENSE on the date first written above.

CITY OF TORRANCE,  
a Municipal Corporation

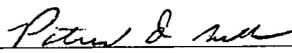
Torrance Unified School District

  
LeRoy J. Jackson  
City Manager

  
Dr. George Mannon  
Superintendent

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: 

Attachment: Exhibit A      Aerial Map

JOINT MEETING OF THE TORRANCE CITY COUNCIL  
CITIZEN DEVELOPMENT AND ENRICHMENT COMMITTEE  
AND THE  
TORRANCE UNIFIED SCHOOL DISTRICT

NOTES

Monday, February 25, 2013  
Katy Geissert Civic Center, Library Meeting Room  
3301 Torrance Boulevard  
Torrance, California 90503

COMMITTEE	Councilman Tom Brewer, Chair	Mr. Don Lee, TUSD Board of Education
MEMBERS	Mayor Frank Scott, Member	Mr. Michael Wermers, TUSD Board of
PRESENT	Councilman Patrick Furey, Member	Education

STAFF MEMBERS

PRESENT

- Dr. George Mannon, T.U.S.D. Superintendent
- Dr. Donald Stabler, T.U.S.D. Deputy Superintendent
- Dr. Mario Liberati – Senior Director – Human Resources
- Dr. Tim Stowe, Senior Director – Secondary Schools
- Dr. E Don Kim, Senior Director – Elementary Schools
- Phil Fielding, Director – Facilities/Operations

- LeRoy J. Jackson, City Manager
- Mary Giordano, Assistant City Manager
- John Jones, Community Services Director
- Sheryl Ballew, General Services Director
- Aram Chaparyan, Assistant to the City Manager



Mr. Brewer called the meeting to order at 4:30 p.m. and thanked everyone for attending.

**Review of paid services between the City and TUSD**

Chair Brewer inquired on balance of \$32,000 for the difference in cost that the City has to absorb as a result of not charging the TUSD for any City facilities and services.

TUSD Board Member Wermers stated that he was unaware of the number of the number of events held at the Armstrong Theatre and was pleased so many events were held at the Cultural Arts Center.

Chair Brewer introduces the concept of not charging either TUSD or the City for use of each other's facilities and services. Chair Brewer added that the role of the join committee is to decide if both agencies continue to charge each other or come to some other agreement.

Councilman Furey stated that the community has already paid for facilities through bond measures and finds it difficult to say to the community they cannot use a facility for various reasons. Councilman

Furey urged the committee members to develop an agreement since both entities share the same constituency.

Mayor Scotto stated that it would be better to do away with the City and TUSD charging each other. Mayor added that the current agreement makes it look as though TUSD and the City are trying to make money off of each other. Suggested using the current joint use agreement as the basis for developing a comprehensive use agreement to address all paid services and facilities.

Board member Lee added that fees for services and facilities started around the time of the opening of the Cultural Arts Center. Mr. Lee added that if both agencies continue down this path, we will end up not using each other's facilities. Mr. Lee said that the first step is to discuss the potential development of a joint use agreement, and that the second step would be to come up with a new joint use agreement.

Mayor Scott agreed with Mr. Lee's suggestion and recommended that at the next meeting, the joint committee can set a new bar of what can be used. Mayor Scotto suggested that the joint committee review prior agreements to determine areas of joint use in place currently. Also need to address special fees that may be assessed for special functions which are above and beyond core uses in existence today. Mayor suggested codifying existing services and facilities while maintaining current arrangements.

Board member Wermers added that both groups should be aware that there are costs involved and should be aware of the real costs going forward.

Board member Lee stated that both entities have scarce resources, however, the interest of the community should prevail with awareness of individual school site need. Mr. Lee added that the current agreement may not be equal but it is as fair as it can be. Mr. Lee suggested that both entities explore using scheduling software that Dr. Stabler has been researching as a possible tool to assist with joint use scheduling of facilities.

Mayor Scotto added that the next meeting will codify all services to make sure we stay within the original intent of the joint use agreement and encouraged staff to include all items and services currently covered.

Board member Lee made a motion to approve proposed framework item to return to the joint committee of the Citizen Development and Enrichment Committee and TUSD to develop a joint use agreement for City Council and TUSD Board approval. TUSD Board Member Lee requested that staff return in 45 days back to the committee. The motion was seconded by Councilman Furey.

Board member Wermers requested that staff review usage dating back to prior to 2008 since the school district has been financially challenged due to its budget.

Chair Brewer stated that priorities should be set to determine if TUSD or the City get priority or paying users?

Mayor Scotto recommended that staff include examples of acceptable functions in the future document to state which functions, services and usage are primary and routine.

Board member Wermers suggested considering the quantity of usage as well

Mayor Scotto added that we are one community and can resolve any problems within the existing joint use committee.

Board member Lee's initial recommendation to develop a framework for the Joint Use Agreement within 45 days, then return to the joint committee prior to review and approval by the City Council and the TUSD Board. The motion was approved 5-0.

**Adjournment:**

The meeting was adjourned at 5:05 p.m.