

Honorable Chair and Members of the
City Council Citizen Development and Enrichment Committee
and the Torrance Unified School District Board of Education
Torrance Unified School District
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 on the Reciprocal Joint Use Agreement

RECOMMENDATION

Recommendation of the Community Services Director that the Torrance City Council Citizen Development and Enrichment and Board Members of the Torrance Unified School District:

1. Modify the existing Reciprocal Joint Use Agreement by removing the labor fees for the High School Facility Use for youth basketball; track, wrestling, and tennis programs for use of those facilities; remove the labor fees for the Community Services Department Facility Use for the Torrance High School Softball Tournament; and remove the entirety of the General Services Department Facility Use for TUSD programs; and
2. Direct City and TUSD staff to develop a Facility Use Agreement to charge the labor costs for the City youth basketball and track programs; and the School District Torrance High Girls Softball Tournament (TNT); and execute this agreement with each respective agency; and
3. Direct City and TUSD staff to continue working together for the overall benefit of the community.

BACKGROUND / ANALYSIS

On December 16, 2019, the Torrance Unified School District Board of Education approved the termination of the current Reciprocal Joint Use Agreement, stating that staff from both agencies continue to work on a solution to maintain important community based services for each agency. This action took place due to the language listed in the agreement that requires either agency to provide 180 days' notice of potential termination. (Attachment A)

On September 24, 2019, staff presented an agenda item discussing the status of the current Reciprocal Joint Use Agreement to the Torrance City Council Citizen

Development and Enrichment Committee and the Board Members of the Torrance Unified School District. (Attachment B) The Committee Members had several questions and statements. The Committee Members directed staff to bring back information and develop responses to their questions. (Attachment C)

Since the September meeting, City and School District staff met on several occasions to evaluate all of the options possible in order to retain a Reciprocal Joint Use Agreement. During this evaluation, it became evident that there were just a few items that should be removed from the existing Joint Use Agreement due to the fact that they were incurring labor costs and in some cases were not going to be continued due to lack of enrollment.

Both the wrestling and tennis program should be removed due to lack of enrollment; whereas the youth basketball and track could be addressed within a separate Facility Use Agreement that only charges the labor costs to staff these facilities. These labor costs are necessary in order to pay for the required staffing to maintain supervision and maintenance of these facilities for the safety of the users.

With regard to the remainder of items within the existing Reciprocal Joint Use Agreement, staff suggest that they be retained within this Agreement as they do not require staffing and continue to be a necessary, valuable and overall benefit for our Torrance residents and our organizations.

Staff have developed responses to the questions asked by the Committee at the September 24, 2019 Committee Meeting, they are as follows:

- *Value of Facilities and Services and Projected Revenue from General Services with the Reduction of TUSD Usage*

At the September 24, 2019 Joint Meeting of the Citizen Development and Enrichment Committee and the TUSD Board Committee, staff was directed to return with a dollar value for services and facility usage that each entity provides in this Agreement. In preparing this information, staff applied actual usage data from the 2018-19 school year (as opposed to the maximum usage allowed in the Agreement). The value of the School District facilities provided to the City in 2018-19 is \$786,444.00, which includes facility rental fees and any required staffing. During that same period, the value of the City facilities and services provided to the School District is \$2,199,061.10, which includes facility rental fees, materials, and any, required staffing. (Attachment D)

It is important to note that the dollar value of facilities and services provided between the School District and the City is not necessarily a direct comparison. For example, as indicated in the attachment, in 2018-19, Community Services provided \$548,722 in youth library staffing dedicated to support students in K-12 programs. During that same period, the Library also purchased \$36,966.59 of books, which align to the curriculum of the School District. These materials and services provided by the City directly serve the expectations of the Community. They do not reflect a service that that City is providing to the School District, but rather, represent the intersection of

how the City and School District work together to serve the Community, while effectuating each entity's mission.

In regards to projected revenue from the Plunge, with the School District no longer needing the use of the Plunge, estimated annual revenue during the time previously allocated for use by the School District is \$26,460. In regards to projected revenue from the Armstrong Theatre, based on the decreased use by the School District, City staff estimates that annual revenue may increase by approximately \$20,000. The Armstrong Theatre is staffed on an as-needed basis, so there are no cost savings associated with a reduction of staff for the theatre.

- Options on Management of Green Space

This topic focuses on best practices in Turf Management and potential user fees that may be considered in the future for use of both TUSD and City turf spaces. In 2013, the City made a commitment to improve their sport turf spaces at six (6) of their city parks for the safety of all users. This required the city to hire a consultant to provide an in-depth analysis to include soil, Turf Management Point wear, and appropriate maintenance practices for each of these spaces. This analysis took approximately 6 months to complete, and staff needed another 6 months to review the data and develop a budget in order to implement the Turf Management Plan in our city parks. Within the 2013-14 Budget Process, funding for a portion of this plan was approved by the City Council allowing staff to implement this new Turf Management Plan at Columbia Park, just in time for the 2014 AYSO National Soccer Tournament. Since that time, staff have successfully implemented this Turf Management Plan at Wilson Park, McMaster Park, and El Nido Park bringing our total of sporting turf spaces to 12 fields that are currently maintained under the Turf Management Plan.

During the September 24, 2019 Committee meeting, Committee Member Lee mentioned that TUSD may be interested in exploring potential user fees for use of school district turf spaces. If a field user fee is initiated in the future, it may be appropriate for the city to match the same field user fee for their turf spaces. With the fees of each organization being commensurate, the user impact would be mitigated for all turf spaces within the city. In addition, it may be prudent to work collaboratively with TUSD on a citywide field use allocation schedule in order to maximize use of all turf space within the City of Torrance. If TUSD were to consider charging a field user fee, it would be prudent for them to follow the same plan of action as the City did in 2013 and initiate a Turf Management Plan for their turf spaces prior to administering a field usage fee in order to minimize their potential risk exposure for use of these spaces.

- Options to develop a separate Facility Use Agreement to Include Labor Cost

As stated before, it became evident that there were only a few of these items within the existing Joint Use Agreement that should be removed and addressed within a separate Facility Use Agreement. These items would be removed as they require that

staffing was needed in order have appropriate supervision and maintenance of these facilities for the safety of the users. Staff suggest the following actions take place to modify the current Joint Use Agreement:

- The city remove the youth wrestling and tennis programs as they no longer require use of TUSD facilities due to lack of enrollment.
- Remove all TUSD use of the General Services Department Facilities as TUSD has indicated that they will be using their own facilities.
- Remove the Community Services Department Facility Use for the Torrance High School Softball Program thus requiring them to fund these the labor costs of site supervision and maintenance for the tournament from their proceeds, and not charge them for the rental fees for use of this facility.

This Facility Use Agreement would consist of paying for the staffing costs that are necessary from each organization to allow them use of the facility space, and not charge for the rental costs associated with each of these facilities. Below is a summary of each area to be included in the new Rental Agreement:

Youth Basketball Program

This program serves approximately 2,000 participants each season on Saturday's from January through March in eight (8) TUSD High School Gyms. This Rental Agreement should be structured so the city would be exempt from the facility rental fee, but pay the labor costs of a Site Supervisor at \$59 per hour and a Custodian at \$43 per hour for each of the eight (8) gyms for a total of 612 hours a season. The total for these increased labor costs would be \$62,424 for the youth basketball season. As a disclaimer, these labor values are tied to employee agreements and may increase with labor negotiations. In order to fund these labor costs, city staff would average out this new facility use fee for each participant who participates in the youth basketball program. This fee would be reflected as a facility usage fee of \$32 equally distributed to each youth basketball program participant and added on top of the existing subsidized youth basketball participant fee of \$73 per participant, bringing the new value to \$105 per participant.

Youth Track Program

This program serves approximately 80-100 participants each spring and summer season on Monday's and Wednesday's from March through August at West High School track facility. This Rental Agreement should be structured so the city would be exempt from a facility fee, but pay only for the labor cost of a Site Supervisor at \$59 per hour and a Custodian at \$43 per hour for the West High School Track facility for a total of 10 hours per season totaling 20 hours. This sum for these increased labor costs would be \$2,040 for the youth spring and summer track seasons. As a disclaimer, these labor values are tied to employee agreements and may increase with labor negotiations. In order to fund these labor costs, city staff would average out this new facility use fee for each participant who participates in the youth track

program. This fee would be reflected as a facility usage fee of \$13 equally distributed to each youth track program participant and added on top of the existing subsidized youth track participant fee of \$125 per participant, bringing the new value to \$138 per youth track participant.

Staff are uncertain as to how this increased facility fees will impact our current participation numbers for the youth basketball and track program. In order to gauge the impact, staff will send out a survey to every parent who registered their child one or both of the programs this 2020 season to ask if they would be willing to continue their child's participation in the 2021 youth basketball and/or track program with these increased values.

Staff's chief concern is that this new increased value for the very popular youth basketball program may now cause Torrance families to refrain from allowing their children to participate in this subsidized city program because it may not be affordable to sign up multiple children in the same family. Regarding the track program, staff believe that since this program is a contract provided program, increasing the value amount of \$13 per participant would not greatly impact the participation levels.

Torrance High Girls Softball Tournament

Torrance High School Softball Program has hosted the Torrance National Tournament (TNT) girls' softball tournament for the past 8 years at Charles H. Wilson Park. Typically this 4-day tournament is held the middle of March and attracts over 32 high school Girls' softball teams from all over California and as far away as Texas.

Since the inception of this tournament, TUSD has regarded this event as a fundraiser and separate from the district, so the tournament directors was invoiced by the City for the rental fees associated for the use of Wilson Park. In 2015, this tournament was added into the Joint Use Agreement in an effort to be consistent with the school district. The City only charged for labor costs associated with site supervision and maintenance and not the rental cost. Both site supervision and maintenance cost for the softball fields at Wilson Park were not applied to the 2016 season as their entry fees had already been published. City staff began invoicing TUSD for these labor costs for 2017, 2018, & 2019. To date, the labor costs for the 2018 & 2019 tournaments average approximately \$3,000 per tournament and are pending until a conclusion is made on this agreement.

Therefore, it is the recommendation of the Community Services Director that the Torrance City Council Citizen Development and Enrichment and Board Members of the Torrance Unified School District:


1. Modify the existing Reciprocal Joint Use Agreement by removing the labor fees for the High School Facility Use for youth basketball; track, wrestling, and tennis programs for use of those facilities; remove the labor fees for the Community

- Services Department Facility Use for the Torrance High School Softball Tournament; and remove the entirety of the General Services Department Facility Use for TUSD programs; and
2. Direct City and TUSD staff to develop a Facility Use Agreement to charge the labor costs for the City youth basketball and track programs; and the School District Torrance High Girls Softball Tournament (TNT); and execute this agreement with each respective agency; and
 3. Direct City and TUSD staff to continue working together for the overall benefit of the community.

Respectfully submitted,



John Jones
Community Services Director



Dr. Tim Stowe
Deputy Superintendent, Administrative
Services

NOTED:



LeRoy J. Jackson
City Manager



Dr. George Mannon
TUSD Superintendent

Attachments:

- A) Notice of Termination Letter from TUSD
- B) Torrance City Council Citizen Development and Enrichment and Board Members of the Torrance Unified School District Agenda Item – September 24, 2019
- C) Summary Notes from Agenda Item – September 24, 2019
- D) Value of Facilities and Services of the provided by the City of Torrance and the Torrance Unified School District for the Reciprocal Joint Use Agreement – 2018-19 School Year



TORRANCE UNIFIED SCHOOL DISTRICT

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BOARD OF EDUCATION
JEREMY GERSON
JAMES HAN
DON LEE
BETTY LIEU
TERRY RAGINS

SUPERINTENDENT
OF SCHOOLS
GEORGE W. MANNON, Ed D

December 20, 2019

Via U.S. Mail and Email

City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

Attention: LeRoy J. Jackson
City Manager

Re: Notice of Termination of Joint Use Agreement Dated May 8, 2013

Dear Mr. Jackson:

Please be advised that the Board of Education of the Torrance Unified School District took action in open session on December 16, 2019 to authorize the termination of the Joint Use Agreement per section 17 effective July 1, 2020, and that written notice be given by the District to the City of Torrance in accordance with sections 17 and 18 of the Agreement.

As you are aware, there have been discussions between District and City representatives regarding use of our respective facilities. The Board of Education has directed our staff to continue to work with City representatives during the intervening six months regarding future use of our respective facilities.

Deputy Superintendent Tim Stowe will continue to coordinate the District's efforts in this regard.

Very truly yours,

Ms. Terry Ragins
President-Board of Education

cc: Board of Education
George Mannon-Superintendent
Tim Stowe-Deputy Superintendent, Administrative Services

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

AGENDA

DATE: Tuesday, September 24, 2019
TIME: 3:30 P.M.
PLACE: West Annex Commission Meeting Room
3031 Torrance Boulevard
Torrance, CA 90503

COMMITTEE MEMBERS: Councilman Tim Goodrich, Chair Don Lee, T.U.S.D Board of Education
Councilman Mike Griffiths, Member Betty Lieu, T.U.S.D. Board of Education
Councilman Aurelio Mattucci, Member

STAFF: George Mannon, Ed.D., Superintendent
Tim Stowe, Ed.D., Deputy Superintendent
Kati Krumpe, Ed.D., Chief Academic Officer
Gil Mara, Chief Educational Technology and Information Services Officer
Mario Liberati, Ed.D., Senior Director – Human Resources
Ben Egan, Senior Director – Secondary Schools
E Don Kim, Ed.D., Senior Director – Elementary Schools

Aram Chaparyan, Assistant City Manager
John Jones, Community Services Director
Shant Megerdichian, General Services Director
Mark Underwood, Commander, School Resource Officer Detail
Daniel Moreno, Lieutenant, School Resource Officer Detail
Viet Hoang, Assistant to the City Manager

- I. **Call Meeting to Order**
- II. **Roll Call:** ___ Goodrich ___ Griffiths ___ Mattucci ___ Lee ___ Lieu
- III. **Flag Salute**
- IV. **Introductions**
- V. **Update on Joint Use Agreement – John Jones**
 - a. Background and Intent of the Reciprocal Joint Use Agreement
 - i. Services and Facilities
 - ii. Usage Statistics
- VI. **Items for Discussion**
 - a. Provide Staff with Direction on the Reciprocal Joint Use Agreement
 - b. Direct Staff to Continue Collaborating to Update the Reciprocal Joint Use Agreement
 - c. Return to the Joint Citizen Development and Enrichment Committee and Torrance Unified School District Board Committee with a Proposed New Reciprocal Joint Use Agreement, to be Transmitted to City Council and Board of Education for Final Approval
- VII. **Oral Communications**
- VIII. **Adjournment**

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 on the Reciprocal Joint Use Agreement

RECOMMENDATION

Recommendation of the Community Services Director that the Torrance City Council Citizen Development and Enrichment and Board Members of the Torrance Unified School District provide direction to staff on development of a new Reciprocal Joint Use Agreement, and direct staff to continue collaborating to update the Reciprocal Joint Use Agreement.

BACKGROUND

The City of Torrance (COT) and the Torrance Unified School District (TUSD) have collectively worked together for the benefit of the Torrance Residents since 1951. This relationship benefitted each organization by shared use of each other's facilities.

In 1986, the COT and TUSD signed a Reciprocal Use Agreement. Under the terms of this Agreement, either agency may use the other agency's facilities providing that the lending agency's primary programs were not impacted.

In 2009, the City of Torrance and the Torrance Unified School District approved an amendment to the original 1986 Reciprocal Use Agreement. The purpose of this amendment was to review the existing Agreement; clarify the use and scheduling of usage and facilities; and to re-affirm and ratify the Agreement that was entered into by the City of Torrance and the Torrance Unified School District on August 11, 1986.

Since ratifying the Agreement in 2009, the City Council Committee on Citizen Development and Enrichment and certain members of the TUSD Board of Education held joint meetings on December 7, 2009, December 22, 2009, September 27, 2010 and January 19, 2011 while staff from the City and TUSD had been working together on joint projects and collaboration/partnerships.

Some of the joint projects consisted of the following:

- Library Resources
- Graffiti Removal

- Hazardous Waste
- Fuel Purchase
- Purchasing

Some of the partnerships consisted of the following:

- Crossing Guards
- Juvenile Diversion Programs
- School Resource Officers for high schools
- After School Clubs and Use of TUSD Facilities by youth and adult sports programs
- Homework Assistance

The City and TUSD formalized the new Joint Use Agreement in 2013 after careful review of the needs of both agencies for use of facilities, as well as the need for providing police services for football, basketball, dances and graduation. The Agreement listed in totality all the services and amenities that they provide each other's agency. (Attachment A) An amendment to the agreement was made in 2015. (Attachment B)

Within discussions by the Torrance City Council Citizen Development and Enrichment and Board Members of the Torrance Unified School District, it was decided that only core services and amenities would be tracked quarterly in order to evaluate usage of each other's amenities and services. (Attachment C – 2018/19 Usage Statistics by Agency)

Over the past 2-3 years, the Torrance Unified School District has been renovating all of their school campuses. They completed the construction of a brand new state-of-the-art Aquatics Center in May 2018, and are almost complete with the construction of gymnasiums on each of their Middle School Campuses and auditoriums at each of their High School Campuses with final completion dates being summer 2020.

ANALYSIS

With the completion of the renovation of the Aquatic Center in 2018, TUSD relocated all of their swim and water polo teams from the COT Benstead Plunge to their Aquatic Center. In addition, with the completion of the Auditoriums at the High Schools, and Gymnasiums at the Middle Schools, the TUSD no longer needs the use of the COT Cultural Arts Center, with the exception of a very few dance recitals.

As for the COT youth and adult sports programs, there is still a need to use the eight (8) TUSD High School Gyms to provide indoor gymnasium space for the youth basketball leagues that average approximately 2,200 youth basketball participants each year on Saturday's between January and April. In addition, the youth After School Clubs that are located at several elementary and middle school campuses are an essential service provided to students who attend those schools in order to provide them a high quality enrichment and homework experience after school. This program is extremely successful and is now offered at 15 TUSD campuses.

Given that TUSD no longer requires the use of the COT Cultural Arts Center or the Benstead Plunge, and that the COT still requires the use of the TUSD gymnasiums and school

campuses, staff are seeking direction as to how to structure the Reciprocal Joint Use Agreement for the future.

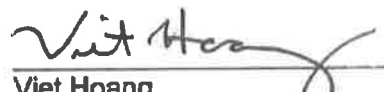
As TUSD needs have changed over the past few years, perhaps it may be prudent at this time, to step back to what was done in 2009. This action would be to request staff from both agencies review all of the existing services and amenities that are being provided by each agency in order to bring back to the Committee some suggestions as to how a new Reciprocal Use Agreement could be developed in order to benefit both agencies as well as the community of Torrance. (Attachment D)

RECOMMENDATION

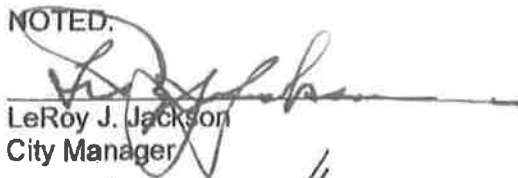
Recommendation of the Community Services Director that the Torrance City Council Citizen Development and Enrichment and Board Members of the Torrance Unified School District provide direction to staff on development of a new Reciprocal Joint Use Agreement, and direct staff to continue collaborating to update the Reciprocal Joint Use Agreement.

Respectfully submitted,


John Jones
Community Services Director


Viet Hoang
Assistant to the City Manager

NOTED.


LeRoy J. Jackson
City Manager


Dr. George Mannon
TUSD Superintendent

Attachments:

- A. Joint Use Agreement, May 2013
- B. Amendment to Joint Use Agreement, 2015
- C. Quarterly Report of Usage Statistics of the City of Torrance and the Torrance Unified School District for the Reciprocal Joint Use Agreement (2018/19)
- D. Complete List of Services and Facilities provided by the City of Torrance and the Torrance Unified School District for the Reciprocal Joint Use Agreement

**CITY OF TORRANCE AND TORRANCE UNIFIED SCHOOL DISTRICT
JOINT USE AGREEMENT**

This Agreement ("Agreement") is made and entered, in duplicate, this 8th day of May, 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 May 7, 2013, and authorization of the Board of Education of the Torrance Unified School District of Los Angeles County adopted at its meeting held on May 6, 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:

ORIGINAL

C2013-086

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' and Exhibit "B" attached hereto. Any proposed usage not listed on Exhibit 'A' and Exhibit "B" 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

May 6, 2013

By: 

Dr. Geroge Mannon
Superintendent

CITY OF TORRANCE, a municipal
corporation

MAY 16, 2013

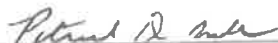
By: 

LeRoy J. Jackson
City Manager

The foregoing Agreement is hereby approved as to form this 7th day of MAY, 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

TUSD SUMMARY OF FACILITIES AND SERVICES – FEE SERVICES

HIGH SCHOOLS		
Facility/Service Use	Description/Location	Hours or Qty
Basketball:	Saturdays: North, West, South and Torrance High Schools:	Youth – 483 hours Adult – 14 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

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

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

	<ul style="list-style-type: none">• Magruder• Richardson• Torrance Elementary• Victor• Walteria• Yukon	
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CITY SUMMARY OF FACILITIES AND SERVICES – FEE SERVICES

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

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	
Graduation – 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	60 hours/ Police Officer 4 hours Police/ Sergeant

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

COMMUNITY SERVICES DEPARTMENT		
Facility/Service Use	Description/Location	Hours or Qty
Youth Library Services		8,628 total hours
• Dedicated support to students in K-12	• Librarian – 6 libraries	1,456 hours
	• Senior Librarian – Main library	1,456 hours
	• Library Assistant I	1,040 hours
	• Library Assistant II	1,456 hours
	• Library Assistant II – 5 Branches	3,120 hours
Library books purchases		8,850 total books
	• 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
Adult Exercise Classes	• El Retiro Park	473 hours
School Picnics	• Columbia Park • Delthorne Park • El Nido Park • El Retiro Park • Entradero Park • Greenwood Park • Guenser Park • La Romeria Park • Lago Seco Park • McMaster Park • Paradise Park • Sur La Brea Park • Torrance Park • Victor Park • WALTERIA Park • Wilson Park	310 hours
Baseball	• Torrance Park	1,633 hours
Softball	• Wilson Park	1,953 hours
Cross Country	• Columbia Park • Wilson Park	21 hours

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

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

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
- Casmir
- 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) 50th 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.

ORIGINAL COPY

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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.

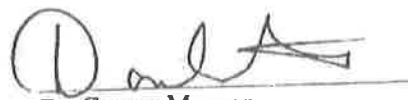
13. GOVERNING LAW; JURISDICTION
This License will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the License will be in Los Angeles County, California.
14. WAIVER OF BREACH
No delay or omission in the exercise of any right or remedy 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



LeRoy J. Jackson
City Manager

Torrance Unified School District


Dr. George Mannon
Superintendent

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Attachment: Exhibit A Aerial Map

City of Torrance &
Torrance Unified School District

JOINT USE AGREEMENT - NEW FUNDING REQUESTS
June 2, 2015

Fiscal Year 2015-16

Requests by TUSD

- Cultural Arts Center(add extra 29 hours at the Armstrong Theatre) ----- \$5,800
- PD Coverage of Graduations (add extra 22 hours) ----- \$1,700
- TNT Softball Tournament (new) ----- \$2,600
- Total ----- \$10,100**

Requests by City

- Community Services use of Middle School Gyms for Youth Basketball ----- \$10,100
 - Add 151 hours per year
- Total ----- \$10,100**

Community Services Youth Basketball Gym Budget Offset ----- \$3,000

Total New Funding from City ----- \$7,100

**CITY OF TORRANCE AND TORRANCE UNIFIED SCHOOL DISTRICT
2018-19 JOINT USE AGREEMENT REPORT**

TUSD SUMMARY OF FACILITIES AND SERVICES

HIGH SCHOOLS									
Facility/ Service Use	Description/ Location	Hours or Qty	Jul to Sept	Oct to Dec	Jan to Mar	Apr to Jun	Balance		
Basketball	Saturdays: North, West, South and Torrance High Schools Weeknights: Middle School Gyms	Youth	634	0	612	0	22.00		
		Adult	14	8	8	8	-18.00		
Track Program	West High School	Youth	90	0	0	0	90.00		
Wrestling	West High School	Youth	40	0	0	9	31.00		
Tennis	South High School - Summer Only	Youth	320	0	0	0	320.00		
Torrance High Softball Tournament	Torrance High School	Youth		\$0	\$0	\$0			
							Category Balance		
							445.00		

Facility/ Service Use	Description/ Location	Hours or Qty	Jul to Sept	Oct to Dec	Jan to Mar	Apr to Jun	Balance
Flag Football	• Adams • Arnold • Anza • Arlington • Cair • Casmir • Edison • Hull • Jefferson • Lincoln • Madrona • Magruder • Yukon • Walleria • Torrance Elementary • Richardson • Fern • Hickory • Riviera • Seaside • Wood • Calle Mayor • Bert Lynn • Towers • Victor	Youth	280	210	0	0	50.00

Facility/ Service Use	Description/ Location	Hours or Qty	Jul to Sept	Oct to Dec	Jan to Mar	Apr to Jun	Balance	
Armstrong Theatre (includes Lobby rental)			145	0	17	80.5	46	1.50
Toyota Meeting Hall			61	16	0	0	0	45.00
Ken Miller Recreation Center Auditorium and Assembly Rooms			77	0	0	12	0	65.00
Torino/ Entry Plazas			38	0	0	0	0	38.00
George Nakano Theatre			14	0	0	0	0	14.00
Garden Room			13.5	0	0	0	0	13.50
Children's Art Wing			0	0	0	0	0	0.00
Category Balance							177.00	

Facility/ Service Use	Description/ Location	Hours or Qty	Jul to Sept	Oct to Dec	Jan to Mar	Apr to Jun	Balance
Football - 4 hours per game	West High School - 2 Officers/ 5 games South High School						
TPD may provide coverage by a private security as necessar. At least one Police Officer will be present	- 2 Officers/ 5 games North High School - 2 Officers/ 5 games torrance High School - 2 Officers/ 7 games	176	84.5	83.1	3	0	5.40
Basketball - 3 hours per game	West High School - 1 Officer/ 10 games South High School						
TPD may provide coverage by a private security as necessar. At least one Police Officer will be present	- 1 Officer/ 7 games North High School - 1 Officer/ 8 games Torrance High School - 1 Officer/ 11 games	108	0	32.5	69	0	6.50

Dances - 4 hours per dance TPD may provide coverage by a private security as necessary. At least one Police Officer will be present	West High School - 1 Officer/ 2 dances South High School - 2 Officers/ 1 dance North High School - 1 Officers/ 2 dances torrance High School - 2 Officers/ 2 dances	40	4	15	0	0	21.00
Graduation - 4 hours per graduation TPD may provide coverage by 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	82	0	0	0	25	57.00
	Police Officer	4	0	0	0	0	4.00
	Police Sgt.						
Category Balance							93.90

SUMMARY OF TUSD FACILITIES PROVIDED TO THE CITY

HIGH SCHOOLS		
Facility/Service Use	Description/Location	Hours or Qty
Basketball	Saturdays: North, West, South and Torrance High Schools	Youth: 634 Hours Adult: 14 Hours
Track Program	West High School	Youth: 90 Hours
Wrestling	West High School	Youth: 40 Hours
Tennis	South High School (Summery Only)	Youth: 320 Hours

ELEMENTARY AND MIDDLE SCHOOLS		
Facility/Service Use	Description/Location	Hours or Qty
Flag Football	<ul style="list-style-type: none"> • Adams, Arnold, Anza, Arlington, Carr, Casmir, Edison, Hull, Jefferson, Lincoln, Madrona, Magruder, Yukon, Walteria, Torrance Elementary, Richardson, Fern, Hickory, Riviera, Seaside, Wood, Calle Mayor, Bert Lynn, Towers, Victor 	Youth: 280 Hours
Basketball	<ul style="list-style-type: none"> • Adams, Arnold, Carr, Casmir, Edison, Fern, Jefferson, Lynn, Magruder, Richardson, Riviera, Seaside, Torrance Elementary, Towers, Victor, Walteria, Wood, Yukon, Anza, Arlington, Hull, Lincoln, Madrona, Hickory, Calle Mayor 	Youth: 2,100 Hours
Volleyball	<ul style="list-style-type: none"> • Adams, Arnold, Carr, Casmir, Edison, Fern, Jefferson, Lincoln, Lynn, Madrona, Magruder, Richardson, Riviera, Seaside, Torrance Elementary, Towers, Victor, Walteria, Wood, Yukon, Anza, Arlington, Hull, Hickory, Calle Mayor 	Youth: 160 Hours
After School Clubs	<ul style="list-style-type: none"> • Arnold, Carr, Casmir, Edison, Hull, Jefferson, Lynn, Madrona, Magruder, Richardson, Torrance Elementary, Victor, Walteria, Yukon 	Youth: 9,585 Hours

SUMMARY OF CITY SERVICES AND FACILITIES PROVIDED TO TUSD

COMMUNITY SERVICES DEPARTMENT		
Facility/Service Use	Description/Location	Hours or Qty
Youth Library Services		10,474 total hours
• Dedicated support to students in K-12	• Librarian – 6 libraries	4,120 hours
	• Senior Librarian – Main library	1,658 hours
	• Library Assistant I	1,040 hours
	• Library Assistant II	1,456 hours
	• Library Assistant II – 5 Branches	2,200 hours
Library books purchases		9,151 total books
	• Juvenile and Teen Fiction Hardcover	2,996 books
	• Juvenile and Teen Fiction Paperback	1,845 books
	• Juvenile and Teen Non-Fiction	2,111 books
	• Easy Readers – grades 1-2	700 books
	• Multiple copies for required reading	499 books
Adult Exercise Classes	• El Retiro Park <i>No costs to TUSD for the usage. Includes the use of restrooms,</i>	473 hours
School Picnics	• Columbia Park • Delthorne Park • El Nido Park • El Retiro Park • Entradero Park • Greenwood Park • Guenser Park • La Romeria Park • Lago Seco Park • McMaster Park • Paradise Park • Sur La Brea Park • Torrance Park • Victor Park • Walteria Park • Wilson Park	560 hours
Baseball	• Torrance Park	1,633 hours
Softball	• Wilson Park	1,953 hours
Cross Country	• Columbia Park • Wilson Park	21 hours
Torrance High Softball Tournament	• Wilson Park	

POLICE DEPARTMENT		
Facility/Service Use	Description/Location	Hours or Qty
School Resource Officers	• 4 Police Officers for 9 months • 2 Juvenile Investigators for Support	1,368 hours
Juvenile Diversion Support	• Nearly 1400 students served each year (based on report in 2012)	3,000 – 4,000 service hours annually
Crossing Guards	• 26 part-time positions covering 29 intersections	24,285 hours annually
Threat Assessment by School Resource Officers and Detectives Division	• All schools are assessed and reviewed annually or as site changes warrant.	124 hours (2 officers, 2 hours minimum, 31 sites)
Teens and Policing	• 12 week course for Jrs/Srs to better understand public service, law enforcement.	120 hours

POLICE DEPARTMENT (CONTINUED)		
Facility/Service Use	Description/Location	Hours or Qty
Waiving of False Alarm Fees	<ul style="list-style-type: none"> \$104 per alarm 	TBA calls
Football – 4 hours per game TPD may provide coverage by a private security as necessary.	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	176 hours
Basketball – 3 hours per game TPD may provide coverage by a private security as necessary.	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	108 hours
Dances – 4 hours per dance TPD may provide coverage by a private security as necessary. At least one Police Officer will be present.	West High School - 1 Officer/ 2 Dances South High School - 2 Officers/ 1 Dance North High School - 1 Officer/ 2 Dances Torrance High School - 2 Officers/ 2 Dances	40 hours
Graduation – 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	82 hours/ Police Officer 4 hours Police/ Sergeant

GENERAL SERVICES DEPARTMENT		
Facility/Service Use	Description/Location	Hours or Qty
Armstrong Theatre (Includes Lobby rental)	<ul style="list-style-type: none"> 6 high school events, totaling 14 days of rental. 6 middle school events, totaling 6 days of rental. 	145 Hours
Toyota Meeting Hall	<ul style="list-style-type: none"> 4 high school sports banquets, 2 middle school leadership conferences, 1 middle school graduation dance, 1 high school fashion show, 1 middle school band adjudication. 	61 Hours
Ken Miller Recreation Center Auditorium and Assembly Rooms	<ul style="list-style-type: none"> 21 Adventures in Art rentals, comprised of 5 middle school events, 10 elementary school events, and 6 various board meetings and brunches. 1 high school sports banquet, and one PTA Council meeting. 	77 Hours
Torino / Entry Plazas	<ul style="list-style-type: none"> 2 middle school leadership events, 2 Adventures in Art meetings, 1 middle school graduation dance, 1 band adjudication. <p><i>These events were in conjunction with corresponding Meeting Hall and Recreation Center rentals.</i></p>	38 Hours
George Nakano Theatre	<ul style="list-style-type: none"> 1 high school band performance 1 PTA Council meeting 	14 Hours
Garden Room	<ul style="list-style-type: none"> 1 high school rehearsal 1 middle school rehearsal 	13.5 Hours

Joint Meeting of the Torrance City Council
Citizen Development and Enrichment Committee
and the Torrance Unified School Board Committee

SUMMARY NOTES

Date: Tuesday, September 24, 2019
Time: 3:30P.M.
Place: West Annex Commission Meeting Room
3031 Torrance Boulevard
Torrance, CA 90503

COMMITTEE MEMBERS: Councilman Tim Goodrich, Chair Don Lee, T.U.S.D. Board of Education
Councilman Mike Griffiths, Member Betty Lieu, T.U.S.D. Board of Education
Councilman Aurelio Mattucci, Member

KEY STAFF: George Mannon, Ed.D., Superintendent
Tim Stowe, Ed.D., Deputy Superintendent

John Jones, Community Services Director
Viet Hoang, Assistant to the City Manager

NOTES BY: Valencia Mota, Management Aide, City of Torrance

Meeting Called to Order at 3:30 p.m.

Update on Joint Use Agreement – John Jones

- Provided a historical background that started in 1951 and explained the original intent of the 1986 Reciprocal Joint Use Agreement.
- Amended and ratified in 2009 to clarify the use and scheduling of the usage and facilities.
- New Joint Use Agreement was formalized in 2013 after considerable review of the facility needs of both agencies.
- Amendment was made in 2015 to the Joint Use Agreement to reflect the extended use requirements by both the City and TUSD.
- John emphasized the desire of the City to use eight (8) TUSD High School Gyms for recreation programs. The large gyms are best suited for the City's basketball program.
- John highlighted the importance of the afterschool program to the Torrance community. The afterschool program requires 9,585 hours a year to administer.
- In summary, John indicated that staff is seeking direction of the Joint Committee on how to draft the joint use agreement for the future in such a way that it reciprocally benefits the City of Torrance, TUSD, and the community.

Items for Discussion

- Committee Chair Tim Goodrich began discussion by asking how granular does the City and TUSD need to get. John responded to Chair Goodrich's question by underlining the purpose of the quarterly report, which is to understand the balances and cost allocation that each entity has identified.
- Committee Member Aurelio Mattucci asked if there is a historical dollar amount that the City and TUSD have collectively provided. John explains that a historical figure has not been calculated before, but staff can certainly work on drafting one.

Joint Meeting of the Torrance City Council
Citizen Development and Enrichment Committee
and the Torrance Unified School Board Committee

- Committee Member Don Lee, who identified that he has the most experience with the agreement because of his time on City Council and the Board of Education, emphasized that the Joint Use Agreement is rather broken as neither COT nor TUSD felt the need to trade money back and forth. He contended that the best thing for this agreement was to create a balanced cost for both sides. Member Lee said that both the City and TUSD should recognize that the agreement was not going to last forever, as it was never about money, but rather about time. He further explained that this agreement deals with the use of the pools and basketball gyms, and that the reason the agreement is not working is because TUSD has reduced its use of City facilities. Member Lee posed the question: What can the City offer to balance (not using dollar amounts) this agreement out? John responded by indicating that the City is interested in using the middle school gyms.
- Committee Member Mike Griffiths supported John's statement by saying the City wants the same amount of uses, plus a little but more. Member Griffiths asked how the City and TUSD can balance the agreement out, considering that the City has not substantially changed their needs.
- Committee Member Lee noted that there has been some offers exchanged back and forth, but all have been rejected. He noted that if the agreement is canceled, both entities could have a finite end date. During the next six months, staff can work on proposals such as charging \$20 for each participant or a facility fee to AYSO. Or, TUSD can send out an RFP and create a whole new basketball program for the community.
- Committee Member Mattucci noted that the two separate entities have to manage their own budgets accordingly, but that he is not in favor of terminating the agreement. He noted dollar amount could be created to understand the benefit of services provided.
- Committee Member Betty Lieu suggested that if both entities do not have the same needs as they previously had, the agreement could in fact be terminated so that parties can review their needs.
- Committee Chair Goodrich asked how it was determined that the City was going to develop a basketball program. John responded by indicating that the City's intent was not to duplicate services. Although AYSO is a pretty established organization, there wasn't basketball program in place. Gym usage, night lit facilities, and indoor facilities continue to be a big community need. However, John explained, the challenge is space.
- Committee Chair Goodrich suggested that he would be open to a "user-fee" imposed by TUSD, even though it would raise the costs for participants.
- Committee Member Lee asked how other communities may be handling shared green space. Member Lee continued by saying that how he believe the City and TUSD can work together to better manage the green space in Torrance. Revenues could be equalized, so that both entities have money to maintain the green spaces within the agreement. Member Lee emphasized that a new agreement should be mutually beneficial as both entities cannot give stuff away for free. The 2009 agreement is the best agreement the City and TUSD have been able to come up with. If the current agreement is terminated, then everyone will be motivated to create new one, stated Member Lee.
- Committee Member Goodrich agreed that there should be some joint management in regard to fees.
- John indicated that the concept of a new agreement is still a reciprocal one. Staff would need sufficient time to develop a new joint use agreement. He noted that the subsidized basketball program and afterschool clubs are key components to the City of Torrance. It is only fair for the community to expect a solution to be brought to the table.
- Committee Member Griffiths expressed concern about the termination of the contract. The City does not want the programs to fall apart. Member Griffiths stated that if he were to

Joint Meeting of the Torrance City Council
Citizen Development and Enrichment Committee
and the Torrance Unified School Board Committee

support a termination, he would like to see a fee schedule (month-to-month concept) in the meantime, so the programs do not suffer from a financial and operational standpoint. Further, Member Griffiths indicated that identifying dollar amounts would clear any confusion from both sides.

- Committee Chair Goodrich expressed that a more appropriate position would be to negotiate a number that both sides are comfortable with, as opposed to canceling the agreement altogether.
- Committee Member Lee stated that the City and TUSD can leave the current agreement in place until June 30, 2020 or July 1, 2020. He proposed a staff deadline of April 1, 2020 or March 1, 2020. John responded by explaining the importance for both entities to meet several times before the deadline. The next meeting could be scheduled for the end of November.

Committee Recommendation

- Chair Goodrich made the final recommendation with concurrence of the Committee for Staff to return two months from now with:
 1. Options on management of green space;
 2. Calculations of number of hours needed, and dollar amount associated with those hours, for services and facilities within a new joint use agreement;
 3. Options for a month-to-month approach, including cost, should the agreement be terminated without a successor agreement; and
 4. Projections of revenue of General Services facilities with the reduction of TUSD usage.

Meeting adjourned at 4:44pm.

**SUMMARY OF TUSD FACILITIES PROVIDED TO THE CITY
(based on actual use 2018/19)**

HIGH SCHOOLS			
Facility/Service Use	Description/Location	Hours or Qty	Value
Basketball	Saturdays: North, West, South and Torrance High Schools	Youth: 612 Hours	\$119,340.00
		Adult: 32 Hours	\$6,240.00
Track Program	West High School	Youth: 9 Hours	\$1,899.00
Wrestling	West High School	Youth: 0 Hours	\$0
Tennis	South High School (Summary Only)	Youth: 0 Hours	\$0

ELEMENTARY AND MIDDLE SCHOOLS			
Facility/Service Use	Description/Location	Hours or Qty	Value
Flag Football	<ul style="list-style-type: none"> Adams, Arnold, Anza, Arlington, Carr, Casmir, Edison, Hull, Jefferson, Lincoln, Madrona, Magruder, Yukon, Walteria, Torrance Elementary, Richardson, Fern, Hickory, Riviera, Seaside, Wood, Calle Mayor, Bert Lynn, Towers, Victor 	Youth: 230 Hours	\$12,880.00
Basketball	<ul style="list-style-type: none"> Adams, Arnold, Carr, Casmir, Edison, Fern, Jefferson, Lynn, Magruder, Richardson, Riviera, Seaside, Torrance Elementary, Towers, Victor, Walteria, Wood, Yukon, Anza, Arlington, Hull, Lincoln, Madrona, Hickory, Calle Mayor 	Youth: 1,670 Hours	\$93,520.00
Volleyball	<ul style="list-style-type: none"> Adams, Arnold, Carr, Casmir, Edison, Fern, Jefferson, Lincoln, Lynn, Madrona, Magruder, Richardson, Riviera, Seaside, Torrance Elementary, Towers, Victor, Walteria, Wood, Yukon, Anza, Arlington, Hull, Hickory, Calle Mayor 	Youth: 80 Hours	\$4,480.00
After School Clubs	<ul style="list-style-type: none"> Arnold, Carr, Casmir, Edison, Hull, Jefferson, Lynn, Madrona, Magruder, Richardson, Torrance Elementary, Victor, Walteria, Yukon 	Youth: 8,985 Hours	\$548,085.00

**SUMMARY OF CITY SERVICES AND FACILITIES PROVIDED TO TUSD
(based on actual use 2018/19)**

COMMUNITY SERVICES DEPARTMENT			
Facility/Service Use	Description/Location	Hours or Qty	Value
Youth Library Services • Dedicated support to students in K-12		10,474 total hours	\$548,722.00
	• Librarian – 6 libraries	4,120 hours	\$230,561.00
	• Senior Librarian – Main library	1,658 hours	\$115,741.00
	• Library Assistant I	1,040 hours	\$37,540.00
	• Library Assistant II	1,456 hours	\$65,660.00
	• Library Assistant II – 5 Branches	2,200 hours	\$99,220.00
Library books purchases		8,151 total books	\$36,966.59
	• Juvenile and Teen Fiction Hardcover	2,996 books	\$19,974.28
	• Juvenile and Teen Fiction Paperback	1,845 books	\$1,068.49
	• Juvenile and Teen Non-Fiction	2,111 books	\$3,743.54
	• Easy Readers – grades 1-2	700 books	\$8,130.38
	• Multiple copies for required reading	499 books	\$4,049.90
Adult Exercise Classes	• El Retiro Park <i>No costs to TUSD for the usage. Includes the use of restrooms.</i>	473 hours	\$13,860.00
School Picnics	• Columbia Park • Delthorne Park • El Nido Park • El Retiro Park • Entradero Park • Greenwood Park • Guenser Park • La Romeria Park • Lago Seco Park • McMaster Park • Paradise Park • Sur La Brea Park • Torrance Park • Victor Park • Walteria Park • Wilson Park	560 hours	\$7,825.00
Baseball	• Torrance Park	1,633 hours	\$24,495.00
Softball	• Wilson Park	1,953 hours	\$29,295.00
Cross Country	• Columbia Park • Wilson Park	21 hours	\$400.00
Torrance High Softball Tournament	• Wilson Park		\$2,376.00

POLICE DEPARTMENT			
Facility/Service Use	Description/Location	Hours or Qty	Value
School Resource Officers	<ul style="list-style-type: none"> 4 Police Officers for 9 months 2 Juvenile Investigators for Support 	5,472 hours	\$712,563.84
Juvenile Diversion Support	<ul style="list-style-type: none"> Nearly 1400 students served each year (based on report in 2012) 	3,000 – 4,000 service hours annually	\$325,800.00
Crossing Guards	<ul style="list-style-type: none"> 26 part-time positions covering 29 intersections 	24,285 hours annually	\$353,832.45
Threat Assessment by School Resource Officers and Detectives Division	<ul style="list-style-type: none"> All schools are assessed and reviewed annually or as site changes warrant. 	124 hours (2 officers, 2 hours minimum, 31 sites)	\$16,147.28
Teens and Policing	<ul style="list-style-type: none"> 12 week course for Jrs/Srs to better understand public service, law enforcement. 	120 hours	\$13,150.84
Waiving of False Alarm Fees	<ul style="list-style-type: none"> \$104 per alarm (FY2018-19) 	329 calls	\$38,493.00
Football – 4 hours per game TPD may provide coverage by a private security as necessary.	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	176 hours	\$14,924.80
Basketball – 4 hours per game TPD may provide coverage by a private security as necessary.	West High School - 2 Officers / 10 Games South High School – 2 Officers / 7 Games North High School - 2 Officers / 8 Games Torrance High School - 2 Officers / 11 Games	288 hours	\$24,422.40
Dances – 4 hours per dance TPD may provide coverage by a private security as necessary. At least one Police Officer will be present.	West High School - 1 Officer/ 2 Dances South High School - 2 Officers/ 1 Dance North High School - 1 Officer/ 2 Dances Torrance High School - 2 Officers/ 2 Dances	56 hours	\$4,748.80
Graduation – 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 - 2 Officers South High School - 2 Officers North High School - 2 Officers Torrance High School - 2 Officers	32 hours	\$2,713.60

GENERAL SERVICES DEPARTMENT			
Facility/Service Use	Description/Location	Hours or Qty	Value
Armstrong Theatre (includes Lobby rental)	<ul style="list-style-type: none"> • 6 high school events, totaling 14 days of rental. • 6 middle school events, totaling 6 days of rental. 	143.5 Hours	\$25,112.50
Toyota Meeting Hall	<ul style="list-style-type: none"> • 4 high school sports banquets, • 2 middle school leadership conferences, • 1 middle school graduation dance, • 1 high school fashion show, • 1 middle school band adjudication. 	16 Hours	\$1,904.00
Ken Miller Recreation Center Auditorium and Assembly Rooms	<ul style="list-style-type: none"> • 21 Adventures in Art rentals, comprised of 5 middle school events, 10 elementary school events, and 6 various board meetings and brunches. • 1 high school sports banquet, and one PTA Council meeting. 	12 Hours	\$1,308.00
Torino / Entry Plazas	<ul style="list-style-type: none"> • 2 middle school leadership events, • 2 Adventures in Art meetings, • 1 middle school graduation dance, • 1 band adjudication. <p><i>These events were in conjunction with corresponding Meeting Hall and Recreation Center rentals.</i></p>	0 Hours	\$0
George Nakano Theatre	<ul style="list-style-type: none"> • 1 high school band performance • 1 PTA Council meeting 	0 Hours	\$0
Garden Room	<ul style="list-style-type: none"> • 1 high school rehearsal • 1 middle school rehearsal 	0 Hours	\$0

*Value of Cultural Arts Center facilities includes labor costs, set-up/tear down costs and the TUSD rental rate structure.

Value of Facilities and Services

Value of TUSD Facilities Provided to the City	\$786,444.00
Value of City Facilities and Services Provided to TUSD	\$2,199,061.10

Estimated Revenue

Based on the departure of TUSD, the estimated revenue of the Plunge during the time formerly used by the school district is \$26,460.

Based on the decrease use by TUSD, the estimated revenue of the Armstrong Theatre may increase by approximately \$20,000 per year.