

Council Meeting of
October 23, 2007

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Services – Approval of an agreement with the Torrance Unified School District to provide mowing services at Victor School for a two-month trial period beginning October 29, 2007.

RECOMMENDATION

The Acting Community Services Director recommends that City Council approve an agreement with the Torrance Unified School District authorizing the City to provide mowing services at Victor School for a two-month trial period beginning October 29, 2007.

FUNDING

No additional funding is required.

BACKGROUND/ANALYSIS

During the Joint Meeting of the Torrance Unified School District (TUSD) and the Torrance City Council Citizen Development and Enrichment Committee meeting on August 28 both the City of Torrance and TUSD were asked by the Committee to explore the feasibility of the City mowing school grounds that are adjacent to City parks in order to maximize the efficiency of maintenance operations. It was proposed at the meeting that a school site adjacent to a City park be selected and that a pilot program be initiated in order to determine what efficiencies might be gained by the School District, and to what extent this effort will impact the City.

At the conclusion of the pilot program, the City will report what the impact was to the City's Park Services Division in meeting its overall maintenance goals. In addition, the School District will report how the City's effort allowed district staff to better achieve their maintenance goals.

The agreement before you authorizes the Community Services Department and its Park Services Division to implement a pilot program during which its staff will

mow the main turf area at Victor School in conjunction with the mowing of Victor Park. The School District has provided class times and field usage schedules so mowing will cause as little disruption to the students as possible. This agreement for the pilot program covers only the mowing of the turf area. Other types of field maintenance, including improvements or repairs to the irrigation system, aerification, seeding, and pest control, are not included in the agreement.

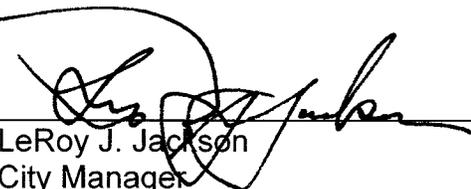
Respectfully submitted,

John Jones
Acting Community Services Director

By: 
Mike Wilson
Park Services Manager

Concur:


Norm Reeder
Acting Community Services Director


LeRoy J. Jackson
City Manager

MW:pj/prks&fac/TUSDmowingcouncilitem 2007

Attachment: Torrance Unified School District Agreement

AGREEMENT

This AGREEMENT ("Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal Corporation ("CITY"), and the TORRANCE UNIFIED SCHOOL DISTRICT ("TUSD").

RECITALS:

- A. TUSD wishes to use the services of the CITY for mowing the main lawn area at Victor School, a TUSD Facility.
- B. CITY represents that it's qualified to perform the services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CITY**
CITY will provide the services listed in the Scope of Services attached as Exhibit A. The CITY warrants that all work and services set forth in the Scope of Services shall be performed in a competent, professional and satisfactory manner.
2. **TERM**
Unless terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 28, 2007.
3. **COMPENSATION**
For services rendered pursuant to this Agreement, CITY will be paid the sum of One Dollar.
4. **TERMINATION OF AGREEMENT**
Either party may, at any time, for any reason, terminate this Agreement by providing written notice to the other party.
5. **CITY REPRESENTATIVE**
Mike Wilson or Dan Hylands is designated as the CITY representative, authorized to act on its behalf.

6. **TORRANCE UNIFIED SCHOOL DISTRICT REPRESENTATIVE**
Donald Stabler is designated as the TUSD representative and is authorized to act on its behalf.

7. **INDEMNIFICATION**
TUSD 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. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of TUSD, its officers, employees, agents, subcontractors or vendors. It is further agreed, TUSD's obligations in indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the party 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.

8. **INDEPENDENT CONTRACTOR**
The CITY is, and at all times will remain as to TUSD, a wholly independent contractor. Neither TUSD nor any of its agents will have control over the conduct of the CITY or any of the CITY's employees, except as otherwise set forth in this Agreement. The CITY may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of TUSD.

9. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**
No officer or employee of the CITY will be personally liable to TUSD in the event of any default or breach by the CITY.

10. **AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this agreement.

CITY OF TORRANCE
A Municipal Corporation

TORRANCE UNIFIED SCHOOL DISTRICT
REPRESENTATIVE

Frank Scotto, Mayor

Donald Stabler
Deputy Superintendent
Of Administrative Services

LeRoy J. Jackson, City Manager

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Ronald T. Pohl
Assistant City Attorney

EXHIBIT A**SCOPE OF SERVICE**

1. The City will mow the main turf areas at the same height and frequency as Victor Park.
2. Lawn clippings will not be collected.
3. The scope of service does not include:
 - The maintenance or repair of any component of the irrigation system.
 - The policing of school grounds for debris: TUSD will remove any debris or foreign objects from turf areas prior to scheduled mowing.
 - The control of grasses or weeds growing in paved areas or around sprinkler heads.
 - Other turf maintenance practices such as de-thatching or aeration.
 - The adjustment of sprinklers or irrigation controllers: TUSD is responsible for coordinating the watering of turf around mowing schedule.