

FOR COUNCIL MEETING

August 12, 2008

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

Members of the Council:

**SUBJECT: Community Services - Approval of an Amendment to the Lease Agreement with West Torrance Little League**

### **RECOMMENDATION**

Recommendation of the Parks and Recreation Commission and the Community Services Director that City Council approve an amendment to the five-year lease agreement with West Torrance Little League for the use of Entradero Sump.

#### Funding

Not applicable.

### **BACKGROUND**

On December 21, 2004, City Council approved a five-year lease agreement with West Torrance Little League (WTLL) for use of Entradero Sump, located at 5500 Towers Street (Attachment A). On September 19, 2007, the Community Services Department received a proposal from WTLL to build and maintain two (2) batting cages, without lights, in the Entradero Sump. This proposal was brought before the Parks and Recreation Commission on October 10, 2007. Residents within a 500 foot radius of the Entradero Sump were sent notification of the proposal and the Commission agenda.

### **ANALYSIS**

During the Parks and Recreation Commission meeting on October 10, 2007, members of the WTLL presented their proposal indicating the need for batting cages to provide better opportunities for their participants. Subsequently, neighboring residents expressed their concerns about the proposal and potential impacts to the neighborhood. A lengthy discussion ensued, with the Commission ultimately referring the item to the Facilities Committee for further review.

The Facilities Committee met with representatives of WTLL and residents of the surrounding community on three (3) occasions to address the issues and concerns associated with the proposal. At the conclusion of each meeting, it was emphasized that both groups continue to meet privately to develop a feasible operating plan. At the conclusion of the third meeting, the Facilities Committee recommended denial of the proposal, citing the inability of both groups to reach an agreement that met the needs of both parties.

On March 12, 2008, the proposal was returned to the full Commission with the recommendation of denial from the Facilities Committee. Again lengthy discussion ensued, with representatives from both the Little League and the neighbors in attendance. The Commission deferred a decision on the proposal, instead requesting that the groups work together for a period of three months to allow improved communication and partial resolution of existing problems. Community Services Director Jones directed a staff member to provide oversight and to organize meetings between WTLL and the neighbors.

Prior to the June 11, 2008, meeting notification was sent to all residents within a 500 foot radius of the Entradero Sump that the proposal would again be heard by the Parks and Recreation Commission. During the meeting on June 11, 2008, the Commission received positive feedback from both groups, and subsequently approved the proposal to build batting cages at the Entradero Sump, including the approval of proposed changes to the Lease Agreement. The Commission was advised that any amendments to the lease would require approval from the City Council. An excerpt of the minutes from this meeting is included (Attachment B).

The amended lease agreement (Attachment C) includes the following requirements:

- WTLL will assign a Community Relations Officer to receive and address concerns from the residents. In addition, they will inform the residents of activities and special events that take place at the Entradero Sump. This position will serve as a liaison between the residents and the Little League.
- WTLL will assign an adult to direct the flow of traffic into Halison and exiting Towers for the first two weeks of the season. If traffic flow becomes a problem again later in the season, they will again need to assign an adult to work the parking lot.
- WTLL will work with the City of Torrance to create additional signage that will support the traffic flow plan.
- WTLL will make sure that both gates (Halison St. and Towers St.) are open during operating times and that both gates are closed and locked properly during non-operating times.

- WTLL will continue to notify their parents and teams about the "Respect Our Neighbors" policy through emails, the web page, and at their opening day ceremonies.

In addition, staff will monitor the impact of the proposed batting cages and report back to the Parks and Recreation Commission in 2009 when the West Torrance Little League Lease agreement is up for renewal.

The Parks and Recreation Commission and the Community Services Director recommend approval of the amended lease agreement. The City will continue to receive \$1.00 per year per the lease agreement for use of the Entradero Sump for Little League baseball/softball. Staff will continue to monitor activity at the batting cages and will coordinate any additional communication between the Little League and the neighbors, if necessary. The batting cages must be constructed to meet the appropriate building codes, and will be done entirely at the expense of the Little League.

Respectfully submitted,

PARKS AND RECREATION COMMISSION

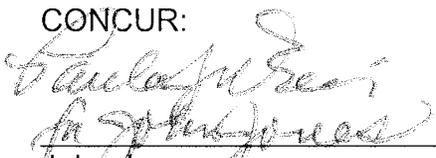
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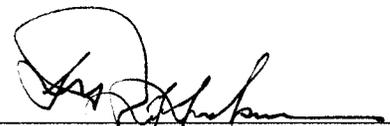
\_\_\_\_\_  
Howard Orpe, Chairperson

COMMUNITY SERVICES DIRECTOR  
JOHN JONES

By   
\_\_\_\_\_  
Darin McClelland  
Senior Recreation Supervisor

CONCUR:

  
\_\_\_\_\_  
John Jones  
Community Services Department Director

  
\_\_\_\_\_  
LeRoy J. Jackson  
City Manager

- Attachments: A) Map of Entradero Sump and Park  
B) Parks and Recreation Commission Excerpt of minutes dated 6-11-08  
C) Amended Lease Agreement





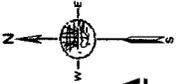
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Jeffery W. Gibson  
Community Development Department

# Entradero Sump and Park

Lines and photos are approximate, not to be used for establishing absolute or relative positions



## ATTACHMENT A



**EXCERPT OF MINUTES**

Minutes Approved  
 Minutes Subject to Approval

June 11, 2008

**MINUTES OF A REGULAR MEETING OF THE  
 TORRANCE PARKS AND RECREATION COMMISSION**

**1. CALL TO ORDER**

The Torrance Parks and Recreation Commission convened in a regular session at 7:00 p.m. on Wednesday, June 11, 2008, in the West Annex meeting room at Torrance City Hall.

Due to the resignation of Chairperson Smoot, Vice-Chairperson Taniguchi led the meeting.

**2. ROLL CALL**

Present: Commissioners Cook, Gilbert, McGee, Ning, Numark, Orpe, Robbins, and Vice-Chairperson Taniguchi.

Absent: Commissioner Hazell.

Also Present: Community Services Director Jones, Senior Business Manager Minter, Park Services Manager Wilson, Acting Recreation Services Manager Kaemerle, Acting Senior Recreation Supervisor Dill, Senior Recreation Supervisor McClelland, Senior Administrative Analyst Orpe, and Cultural Services Manager Rappoport.

**MOTION:** Commissioner McGee moved to grant an excused absence to Commissioner Hazell for the June 11, 2008 meeting. Commissioner Gilbert seconded the motion; a voice vote reflected unanimous approval.

**7. OLD BUSINESS**

**7A. WEST TORRANCE LITTLE LEAGUE BATTING CAGE PROPOSAL**

Community Services Director Jones introduced the item and welcomed Senior Recreation Supervisor McClelland.

Senior Recreation Supervisor McClelland distributed supplemental material and provided background on the material of record—a proposal from West Torrance Little League (WTLL) to build and maintain two batting cages in Entradero Sump. He stated that he enjoyed working with both parties involved and presented staff's recommendation that the Commission approve WTLL's proposal with the following requirements:

## SUBJECT TO APPROVAL

- 1) WTLL will assign a Community Relations Officer from their organization to be responsible for listening to residents concerns and addressing them with the WTLL Board. In addition, they will inform residents of activities and special events that take place at Entradero Sump. This position will serve as a liaison between the residents and WTLL;
- 2) WTLL will assign an adult during the first two weeks of next season to direct the flow of traffic into Halison and exiting Towers. If traffic flow becomes a problem again later in the season, they will again need to assign an adult to work the parking lot. This is to come into compliance with item 9b of their lease agreement;
- 3) WTLL will work with the City to create additional signage that will support the traffic flow plan;
- 4) WTLL will make sure that whoever opens the Halison gate to the Entradero Sump will also open the exit gate on Towers. WTLL will make sure whoever is last to leave the facility will make sure both gates are locked; and
- 5) WTLL will continue to notify their parents and teams about the "Respect Our Neighbors" policy plan through emails, web page, and opening day ceremonies.

Mark Hardgrove, Saltee Avenue, WTLL President, thanked staff for its recommendation and provided assurance that requirements could be implemented.

Joe Sonandres, Tomlee Avenue, WTLL President beginning October 2008, expressed appreciation to staff and stated that all requirements would be implemented.

Dave Timmerman, Glenn Place, stated that WTLL has tried to demonstrate good faith since the process began and that he looks forward to a partnership with residents.

Richard Parr, Beran Street, WTLL coach, stated that WTLL will follow staff recommendations and addressed concerns regarding parking, traffic, littering, noise, hours of operation, and loitering.

Mark Ellington, Halison Street, stated that he has seen the good faith effort made by WTLL and that he fully supports approval of the proposal.

Harold Marsh, Halison Street, discussed lease violations by WTLL and stated that it would be difficult for residents to accept WTLL's promise to honor changes in light of its past track record. He recommended a trial period with less expensive portable cages before approval is granted.

Linda Mele, Halison Street, expressed lingering concerns whether the Community Relations point person will enforce recommendations throughout the year. She pointed out that amplified sound is heard by residents and questioned how traffic flow was calculated.

Jeff Dawson, Halison Street, thanked staff and WTLL representatives and stressed the importance of making sure that WTLL honors their lease agreement.

Commissioner Ning stated that he is encouraged by the friendly dialog between both parties. He noted that WTLL is highly incentivized right now and suggested granting approval with review in one year in case the commitment deteriorates.

## SUBJECT TO APPROVAL

Commissioner Robbins stated that he has made 11 visits to the field and has seen people doing what a park is supposed to provide for. He voiced support for continued cooperative, collaborative efforts from all parties involved.

Commissioner McGee stated that he has also visited the park and has observed sufficient parking.

Responding to Commissioner Orpe's inquiry, Mr. Timmerman advised that WTLL does not plan to install any commercial-type mechanical pitching devices, adding that a single load device may be implemented in the future.

Commissioner Numark suggested amending the existing lease agreement to incorporate the five staff requirements.

Community Services Director Jones advised that WTLL's lease expires in December 2009 and that it is possible to add an amendment to the existing lease.

Vice-Chairperson Taniguchi discussed the importance of working together as one team for the benefit of youth.

**MOTION:** Commissioner McGee moved to concur with staff recommendation to approve the proposal from West Torrance Little League to build and maintain two batting cages, without lights, in the Entradero Sump with five additional requirements included in staff's report. Commissioner Robbins seconded the motion; a roll call vote reflected 4-4 as follows (absent Commissioner Hazell):

AYES: Commissioners Gilbert, McGee, Robbins, and Vice-Chairperson Taniguchi.

NOES: Commissioners Cook, Ning, Numark, and Orpe.

There was a brief discussion regarding the suggestion made by Commissioner Numark to incorporate requirements into the existing lease agreement.

**MOTION:** Commissioner Numark moved to concur with staff recommendation, to amend WTLL's existing lease to incorporate five staff requirements, and to review the lease agreement in one year. Commissioner Robbins seconded the motion; a roll call vote reflected unanimous approval (absent Commissioner Hazell).

Community Services Director Jones stated that it would take approximately 30 days to prepare and take an item before City Council for its approval.

###



**AMENDMENT TO LEASE (C2004-227)**

This Amendment to Lease (C2004-227) is made and entered into as of \_\_\_\_\_, 2008, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and West Torrance Little League Organization, a non-profit organization ("LESSEE").

**RECITALS:**

- A. CITY and LESSEE entered into a Lease on January 1, 2005, whereby CITY leased to LESSEE a certain parcel of real property designated as Entradero Sump Little League Field #4 (5500 Towers), Torrance ("PROPERTY").
- B. The Lease was for a five-year term from January 1, 2005 through December 31, 2009.
- C. Both parties wish to amend the lease to modify the conditions relating to the use of the PROPERTY and allow for the construction of two batting cages.

**AGREEMENT:**

- 1. Paragraph 5, entitled **USE**, is amended to read in its entirety as follows:
  - "a) The PROPERTY will be used by LESSEE solely for the purpose of constructing and maintaining thereon baseball diamonds and two batting cages, together with bleachers and other improvements and facilities as are necessary for the operation of a ball field. LESSEE must abide by the following:
    - b) No admission charge may be imposed on spectators.
    - c) No public address or loudspeaker system may be used on the PROPERTY.
    - d) Artificial lights may not be used on the PROPERTY.
    - e) All ball games on the PROPERTY must be played solely by persons eighteen years of age or under.
    - f) LESSEE will abide by the CITY's Parking/Traffic Plan (Exhibit 1).
    - g) LESSEE will assign a Community Relations Officer from their organization to be responsible for listening to residents concerns and addressing them with the West Torrance Little League Board. In addition, they will inform the residents of activities and special events

that take place at the Entradero Sump. This position will serve as a liaison between the residents and the LESSEE.

- h) LESSEE will assign an adult during the first two weeks of next season to direct the flow of traffic into Halison and exiting Towers. If traffic flow becomes a problem again later in the season, they will again need to assign an adult to work the parking lot.
  - i) LESSEE will work with the City of Torrance to create additional signage that will support the traffic flow plan.
  - j) LESSEE will make sure that whoever opens the Halison gate to the Entradero Sump will also open the exit gate on Towers. In the same spirit, LESSEE will make sure whoever is last to leave the facility, will make sure both gates are locked.
  - k) LESSEE will continue to notify their parents and teams about the "Respect Our Neighbors" policy plan through emails, the web page, and at their opening day ceremonies (Exhibit 2)."
2. Paragraph 8, entitled **APPROVAL OF PLANS**, is amended to read in its entirety as follows:
- "LESSEE may not construct or alter any improvements whatsoever on the PROPERTY including, but not limited to, the construction of baseball diamonds and two batting cages, without first having secured approval of the plans from the Director of Community Services and the Community Development Director. Improvements existing on the PROPERTY at the commencement of this Lease are deemed approved."
3. In all other respects, the Agreement entered into as of January 1, 2005 between CITY and LESSEE is ratified and reaffirmed and is in full force and effect.

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

CITY OF TORRANCE,  
a municipal corporation

West Torrance Little League  
a non-profit organization

By: \_\_\_\_\_  
Frank Scotto,  
Mayor

By: \_\_\_\_\_  
Joe Sonandres,  
President

ATTEST:

By: \_\_\_\_\_  
Sue Herbers  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

Attachment: Exhibit 2      Respect Our Neighbors Policy

**Exhibit 2****WEST TORRANCE LITTLE LEAGUE "RESPECT OUR NEIGHBORS" POLICY**

Please respect our neighbors by adhering to the ground rules listed below:

1. Drive slowly and safely on the residential streets. (Speed Limit is 25 mph in residential areas).
2. Obey the traffic flow plan for WTLL participants (Enter on Halison / Exit on Towers).
3. Carpool whenever possible.
4. Do not park on the surrounding streets - park in the WTLL complex whenever possible.
5. If you do park on the street, please do not block a driveway.
6. Keep the park clean ... pick up all trash around the snack bars / bleacher areas after the game.
7. Keep players / children off of the hillsides near the resident's property lines.
8. Be courteous to the neighbors ... we are playing in their "backyard".
9. Close and lock the gate(s) if you are the last one to leave.
10. Follow all WTLL Standing Rules!

# LEASE

This Lease made and entered into as of this 1st day of January, 2005 by and between the **City of Torrance**, a municipal corporation, ("CITY"), and the **West Torrance Little League Organization**, a non-profit organization, ("LESSEE").

## WITNESSETH

### 1. PROPERTY

The CITY leases to LESSEE that certain parcel of real property designated as Entradero Sump Little League Field #4 (5500 Towers), Torrance, ("PROPERTY").

### 2. TERM

a) Subject to the provisions of subparagraph (b) of this paragraph two, this Lease will commence on the date first written above and expire December 31, 2009.

b) Either party may cancel this Lease on thirty (30) days written notice in the manner provided in paragraph 18.

### 3. RENT

a) LESSEE will pay the CITY as rent for the PROPERTY the sum of One Dollar (\$1.00) on or before January 1<sup>st</sup> of each year.

b) LESSEE will be responsible for the payment of all license fees associated with its use of the PROPERTY.

### 4. UTILITIES

The CITY will be responsible for the payment of all water and electrical charges associated with the PROPERTY until such time as the appropriate service meters are installed, at which time the LESSEE will be responsible for the utility payment(s).

### 5. USE

a) The PROPERTY will be used by LESSEE solely for the purpose of constructing and maintaining thereon baseball diamonds, together with bleachers and other improvements and facilities as are necessary for the operation of a ball field. LESSEE must abide by the following:

C2004-227

**ORIGINAL COPY**

- b) No admission charge may be imposed on spectators.
- c) No public address or loudspeaker system may be used on the PROPERTY.
- d) Artificial lights may not be used on the PROPERTY.
- e) All ball games on the PROPERTY must be played solely by persons eighteen years of age or under.
- f) LESSEE will abide by the CITY's Parking/Traffic Plan (Exhibit 1).

#### 6. USE BY THE CITY

LESSEE will notify the CITY as provided in paragraph 18 whenever the PROPERTY will not be used by LESSEE. The CITY reserves the right to operate the PROPERTY as a public recreation facility whenever the LESSEE has notified the CITY it will not be using the PROPERTY.

#### 7. CONCESSIONS

- a) LESSEE may sell or otherwise distribute food and drink to players and spectators at ball games on the PROPERTY, subject to reasonable regulations of the CITY and the Los Angeles County Health Department.
- b) LESSEE may not assign or otherwise transfer the right to sell or distribute food or drink on the PROPERTY.
- c) LESSEE agrees that in the event LESSEE operates a snack bar upon the PROPERTY, LESSEE will assure that no litter, rubbish or trash resulting from any snack bar sales will be permitted to be carried, blown or in any other manner be deposited on adjoining properties, but instead shall be properly disposed of in closed trash containers on the PROPERTY.

#### 8. APPROVAL OF PLANS

LESSEE may not construct or alter any improvements whatsoever on the PROPERTY including, but not limited to, the construction of baseball diamonds, without first having secured approval of the plans from the Director of Community Services and the Community Development Director. Improvements existing on the PROPERTY at the commencement of this Lease are deemed approved.

#### 9. SAFETY PROVISIONS

- a) LESSEE agrees it will, at its own expense, construct and/or maintain on the PROPERTY any fences or other improvements necessary to protect persons or PROPERTY from injury or damage as a result of the activities of LESSEE.

b) LESSEE agrees that it will arrange off-street parking for all participants and spectators at league functions on the PROPERTY to the greatest extent possible. LESSEE will use its best efforts to minimize the impact of on-street parking to the residents or businesses adjacent to the PROPERTY by such means as the scheduling of activities; soliciting the cooperation of participants; posting of signs, if necessary, with CITY permission; arranging for other off-site parking, if possible; arranging and scheduling car pools for participants and spectators. LESSEE further agrees to provide, before and after each league function, sufficient adult persons to direct traffic in and out of the off-street parking facilities on the PROPERTY, and such other off-street parking facilities as may be available to LESSEE, to insure that vehicles leaving such parking facilities will do so in a safe and orderly manner, minimizing noise, traffic congestion and dust.

## 10. MAINTENANCE

At its own expense, LESSEE will:

a) Maintain all improvements erected upon the PROPERTY in good order and repair and may modify or remodel them from time to time with the consent of the Director of Community Services and the Director of Community Development.

b) Plant and maintain grass on the baseball diamond or diamonds; provided, however, that the CITY may abate weeds whenever required by the CITY.

c) Plant and maintain vegetation on all cut banks as is required by the Director of Community Development.

d) Keep the PROPERTY clean and neat, and dispose of all debris and other waste matter which may accumulate, and provide containers with proper covers for the deposit of waste which may accumulate upon the PROPERTY.

e) Not pave or otherwise hard surface any part of the PROPERTY except as permitted by the Community Development Director; provided, however, that LESSEE at the expense of LESSEE, shall construct and maintain such drainage structures as are necessary and proper to protect adjacent PROPERTY, or as may be required by the Community Development Director.

LESSEE agrees that in the event the PROPERTY is not properly maintained or cleaned, CITY reserves the right to enter upon the PROPERTY in order to maintain or clean the PROPERTY, and LESSEE will pay the cost thereof to CITY upon demand.

## 11. SIGNS

No signs or advertising matter may be erected on the PROPERTY without the prior written consent of the of Community Development Director; provided, however, that the LESSEE may continue to maintain the signs and advertising matter located on the PROPERTY at the commencement of this Lease.

## 12. TAXES

This Lease may create a taxable possessory interest. LESSEE will pay any possessory interest tax or assessment that may be levied as a result of LESSEE's possessory interest in this leasehold. Possessory interest means any interest described in Section 107 of the California Revenue and Taxation Code, or its successor statute. This section is deemed to comply with Section 107.6 of the same code.

## 13. ENCUMBRANCES

LESSEE may not place, or allow to be placed, upon the PROPERTY, any encumbrances whatsoever and will promptly remove any mechanic's or material men's liens or any attachments or charges, or other liens of any kind or nature, which might be placed upon or levied against the PROPERTY.

## 14. LIABILITY

a) LESSEE agrees that its taking possession of the PROPERTY will be an acceptance of the safety and condition thereof.

b) LESSEE 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 LESSEE, its officers, employees, agents, subcontractors or vendors. It is further agreed, LESSEE's obligations to indemnify, defend and hold harmless will apply even 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 LESSEE and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, LESSEE will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. LESSEE will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

## 16. ATTENDANCE REPORTS

LESSEE will submit an attendance report to the Parks and Recreation Department of the CITY on or about October 30<sup>th</sup> of each year. The report will include, but not be limited to, the number of persons participating in practice and league games on the PROPERTY.

**17. COMPLIANCE WITH LAW**

LESSEE will conduct its operations and business upon the PROPERTY in compliance with all federal, state, and municipal laws and ordinances and with health, fire, and safety rules and regulations of any board or public authority relating to the use of the PROPERTY or any appliances, machinery, fixtures, or structure.

**18. NOTICE**

All notices, requests, demands or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

- a) Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
- b) First-class mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- c) Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
- d) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account. Notice is effective on delivery, if delivery is confirmed by the delivery service.
- e) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

<p>LESSEE:  West Torrance Little League  Gil Orabuena  5702 Carmen St.  Torrance, CA 90503</p>	<p>CITY:  City Clerk  3031 Torrance Boulevard  Torrance, CA 90503  (310) 618-5813 FAX</p>
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Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

Any party may change its address of fax number by giving the other party notice of the change in any manner permitted by this Agreement.

#### **19. ASSIGNMENT AND SUBLETTING**

LESSEE will not at any time during the term of this Lease, either directly or indirectly, assign, sublease, hypothecate or transfer this Lease, or any interest therein, without the approval of the City Council; and the giving of such consent will not be a waiver of any right to object to future or further assignments or subleases, but the consent to each successive assignment or sublease must be first obtained from the City Council; nor may the Lease become an asset in any bankruptcy proceeding, nor assigned nor transferred because of such proceeding, nor assigned by operation of law without the prior consent of the City Council.

#### **20. DEFAULT**

If LESSEE fails in any manner to fully perform and carry out each and every term, covenant and condition of this Lease, it will be in default of this Lease. In case of default or breach of this Lease, the CITY may, at its option, terminate and cancel the Lease. Termination will not affect or terminate any of the rights of CITY against LESSEE that exist or which may thereafter occur because of the default, and the forgoing will be in addition to all other rights and remedies available to CITY under the law.

#### **21. CONFLICT OF INTEREST**

a) No officer or employee of the CITY may have any financial interest, direct or indirect, in this Lease, nor may any officer or employee participate in any decision relating to the Lease that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly, interested in violation of any law, rule or regulation.

b) No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendations, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

#### **22. CUMULATIVE REMEDIES**

The remedies granted to the CITY are cumulative and in addition to any and all other legal remedies which the CITY may have.

### 23. RIGHT OF ENTRY

The CITY reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease, or for maintenance of their facilities or equipment.

### 24. SUCCESSORS

Each of the terms, covenants and conditions will inure to the benefit of, and will bind, as the case may be, not only the parties, but each and every of the successors and assigns of the parties, subject, however, to the provisions of paragraph 19.

### 25. SURRENDER

LESSEE will return the PROPERTY to CITY at the end of the term, or the sooner termination of this Lease, in as good order and condition as received by LESSEE, reasonable wear and tear excepted. All improvements and alterations will remain the PROPERTY of LESSEE and must be removed by LESSEE at any time prior to or at the expiration of this Lease.

### 26. INTEGRATION

This Agreement and all documents explicitly incorporated by reference represent the entire understanding of the CITY and LESSEE as to those matters. No prior oral or written understanding will be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by both parties.

### 27. WAIVER OF BREACH

No waiver of any breach of this Agreement will constitute a waiver of a subsequent breach.

### 28. JURISDICTION

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

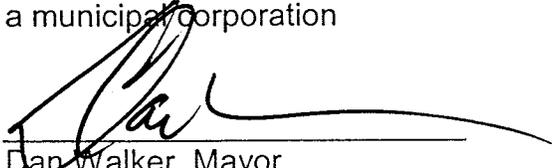
### 29. SEVERABILITY

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

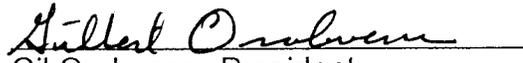
**30. LESSEE'S AUTHORITY TO EXECUTE**

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

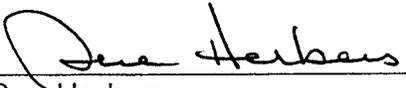
CITY OF TORRANCE,  
a municipal corporation

By   
Dan Walker, Mayor

West Torrance Little league  
a non-profit organization

  
Gil Orabuena, President

ATTEST:

  
Sue Herbers  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
CITY ATTORNEY

By   
Heather K. Whitham  
Deputy City Attorney

Exhibit 1: Parking/Traffic Plan

**Exhibit 1****West Torrance Little League Parking/Traffic Plan**

West Torrance Little League will open the Halison Street gate entrance and the Entradero Park gate entrance during all hours of operation. This will allow for equal distribution of traffic throughout the facility.

The West Torrance Little League Board of Directors will develop a flier that will go to all participants and homeowners surrounding the Entradero Sump Baseball Fields prior to the start of each baseball season informing them of the West Torrance Little league Parking/Traffic Plan.