

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

**Members of the Council:**

**SUBJECT: Community Services – Approval of Amendments to the Lease  
Agreements for various Little Leagues**

**Expenditure: None**

**RECOMMENDATION**

Recommendation of the Community Services Director that City Council approve amendments to the lease agreements with Central Torrance Little League (C2004-223), Riviera Little League (C2004-225), Torrance American Baseball (C2004-226), and West Torrance Little League (C2004-227) to incorporate each League's payment of a portion of their respective water bills.

**Funding**

Not applicable.

**BACKGROUND**

On December 21, 2004, City Council approved 5-year lease agreements with North Torrance Little League, Riviera Little League, Torrance American Baseball, and West Torrance Little League for use of certain City-owned property for youth baseball. Each of the current agreements expire on December 31, 2009. These lease agreements include caveats that the City would be responsible for payment of all electrical and water charges until such time as the appropriate service meters were installed.

Presently all electrical service meters are in the name of the respective Little League Organizations. With regards to water meters, however, it was determined that in fairness to each league, billing would not begin until each league had its own respective water meter. Staff began working with California Water, the provider for the park and fields, to install a separate meter for the Little League. It was California Water's recommendation that due to the location of the water main, that it was not cost effective to install a new meter. California Water requested that the City install redundant meters instead of a new meter in order to accomplish our goal of separating the City's usage from that of the Leagues. City staff would then be asked to read these redundant meters for tracking and billing purposes.

Recently the final redundant meters were installed for West Torrance Little League, enabling the City to separate the Little League's Water Usage from that of the parks. With the installation of the final redundant water meter, staff are now ready to proceed with implementing a water billing system to the Little Leagues. By incorporating the new water billing procedure the Community Services Department can accomplish two of its goals: 1) encourage the conservation of water by the Little Leagues and 2) bring the Leagues into compliance with their respective Lease Agreements.

## **ANALYSIS**

The City receives \$1.00 per year for each lease agreement in exchange for use of the City's fields. As indicated in the agreements the Leagues would be responsible for paying their respective water bills. After reviewing the impacts that the new process would have on each of the Leagues, staff developed a subsidy plan that would lessen the impact on the leagues while reinforcing the City's goals of reducing water usage at all City facilities. Attached are the amendments to each of the Lease Agreements with the aforementioned Little Leagues (Attachments A, B, C, and D).

Since the approval of the agreements in 2004, the City has paid all water bills for Little League fields. The breakdown is as follows:

<b>League</b>	<b>Fields</b>	<b>Yearly Average</b>	<b>Proposed 60% Subsidy*</b>	<b>Proposed Savings to City**</b>	<b>Maximum subsidy per month</b>
Central	3	\$4,005	\$2,403	\$1,602	\$200
Riviera	2	\$5,515	\$2,976	\$2,539	\$248
TABB	2	\$9,064	\$2,976	\$6,088	\$248
West	5	\$6,381	\$3,829	\$2,552	\$319
<b>Totals</b>		<b>\$24,965</b>	<b>\$12,184</b>	<b>\$12,781</b>	<b>\$1,015</b>

\*or less based on the respective leagues average use      \*\*projected

The subsidy plan was created based on the Community Services Department's guidelines of subsidizing youth programs by 60%. Whereas the Lease Agreements call out the Leagues paying 100% of their respective utility charges, by incorporating this 60% subsidy the Leagues will begin paying approximately 40% of their water bills. This will reduce the financial impact to the Leagues while reinforcing the importance of water conservation.

It is anticipated that all leagues will be billed for 100% of the amount that exceeds the approved subsidy of 60% per month. Water meters will remain in the name of the City and Leagues will be billed on a quarterly basis. For example, Central Torrance Little League will never be subsidized more than 60% of each months water bill. If the League reduces its water usage to less than \$334 per month, the City would then pay 60% of that month's bill. For those months that the League's bill exceeds \$334, the City's subsidy would remain at \$200.

The water usage subsidy program incorporates each of the respective league's water usage on a monthly basis over the last two years. Each league has been given a subsidy value, which will serve as the cap for the City's subsidy. The City will be responsible for the costs up to this cap, which is based on their own League's two year average. For those Leagues that were overusing water, an average water usage rate was calculated based on the usage of all four Leagues (Attachment E). While starting with a reduced subsidy, the overusing leagues will benefit the most if they are able to reduce their water usage.

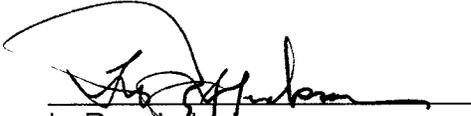
The City's emphasis in amending the lease agreements is to encourage Water Conservation while bringing the Leagues into compliance with their Lease Agreements. Staff have met with each of the League's Presidents and/or representatives to explain the process and answer any questions. In addition a copy of the Community Services Department's Water Conservation Policy has been distributed to each League (Attachment F). Staff have also discussed both the subsidy plan and the Water Conservation Policy with the Parks and Recreation Commission.

As each of the Leagues are entering the final year of their 5-year lease agreements, information gathered this year will be used to develop the lease agreements for the next five years. The proposed water billing process will be evaluated throughout the year, and staff will continue to monitor all aspects of the program, including the billing process, amount of water used, and the effects of the program on each of the Leagues. Staff will be returning in the latter portion of 2009 with the new 5-year lease agreements for each League.

Respectfully submitted,

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

CONCUR:

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

- Attachment: A) Amendment #1 to Lease C2004-223 Central Torrance Little League  
 B) Amendment #2 to Lease C2004-225 Riviera Little League  
 C) Amendment #1 to Lease C2004-226 Torrance American Baseball  
 D) Amendment #2 to Lease C2004-227 West Torrance Little League  
 E) Little League Water Usage Summary  
 F) Community Services Department's Water Conservation Policy

## Amendment Number One to Lease C2004-223

This Amendment to Lease C2004-223 is made and entered into as of December 17, 2008 by and between the City of Torrance, a municipal Corporation ("CITY"), and Central Torrance Little League Organization, A California non-profit Organization ("LESSEE").

## Recitals:

- A. The CITY entered into a Lease with the LESSEE on January 1, 2005 to provide youth baseball recreational opportunities to the residents of Torrance. The Lease is attached as Exhibit A.
- B. The lease agreement was for \$1.00 per year.
- C. The LESSEE has provided services to the satisfaction of the CITY.

## Lease:

- 1. Section 4. UTILITIES deleted in its entirety and amended to read in its entirety as follows:

"4. UTILITIES

The LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY. Additionally, the CITY will be responsible for the payment of an amount not-to-exceed 60% of the total charges for water use on the PROPERTY."

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

3. In all other respects, the Lease entered into as of January 1, 2005 between CITY and LESSEE is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a Municipal Corporation

Central Torrance Little League,  
A California non-profit corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST

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

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

## Amendment Number One to Lease C2004-223

This Amendment to Lease C2004-223 is made and entered into as of December 17, 2008 by and between the City of Torrance, a municipal Corporation ("CITY"), and Central Torrance Little League Organization, A California non-profit Organization ("LESSEE").

## Recitals:

- A. The CITY entered into a Lease with the LESSEE on January 1, 2005 to provide youth baseball recreational opportunities to the residents of Torrance. The Lease is attached as Exhibit A.
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- C. The LESSEE has provided services to the satisfaction of the CITY.

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- 1. Section 4. UTILITIES deleted in its entirety and amended to read in its entirety as follows:

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

3. In all other respects, the Lease entered into as of January 1, 2005 between CITY and LESSEE is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a Municipal Corporation

Central Torrance Little League,  
A California non-profit corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_, President

ATTEST

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

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

# 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 ~~Central~~ **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 ~~Central~~ Torrance Little League Fields (1739 Plaza Del Amo), 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:

C2004-223

**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.

#### **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 Director of Community Development. 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 Community Development Director 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 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:

LESSEE: <del>Central</del> Torrance Little League Bob <del>Voeste</del> <b>VOESTE</b> <del>1412</del> <b>Engracia</b> P.O. <b>Box 123</b> Torrance, CA <del>90501</del> <b>90507</b>	CITY: City Clerk 3031 Torrance Boulevard Torrance, CA 90503 (310) 618-5813 FAX
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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.

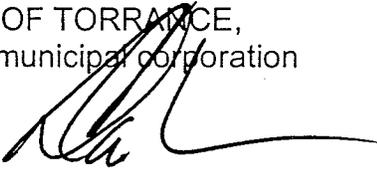
### 29. SEVERABILITY

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.

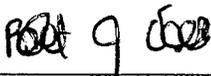
**30. LESSEE'S AUTHORITY TO EXECUTE**

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

Central Torrance Little league  
a non-profit organization

  
\_\_\_\_\_  
Bob Vosta, President

ATTEST:

  
\_\_\_\_\_  
Sue Herbers  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
CITY ATTORNEY

By   
\_\_\_\_\_  
Heather K. Whitham  
Deputy City Attorney

## Amendment Number Two to Lease C2004-225

This Second Amendment to Lease C2004-225 is made and entered into as of December 17, 2008 by and between the City of Torrance, a municipal Corporation ("CITY"), and Riviera Little League Organization, A California non-profit Organization ("LESSEE").

## Recitals:

- A. The CITY entered into a Lease with the LESSEE on January 1, 2005 to provide youth baseball recreational opportunities to the residents of Torrance.
- B. The Lease was amended on November 20, 2007.
- C. The lease agreement was for \$1.00 per year.
- D. The LESSEE has provided services to the satisfaction of the CITY.

## Lease:

- 1. Section 4. UTILITIES deleted in its entirety and amended to read in its entirety as follows:

"4. UTILITIES

The LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY. Additionally, the CITY will be responsible for the payment of an amount not-to-exceed 60% of the total charges for water use on the PROPERTY."

- 2. The person(s) executing this Lease on behalf of the LESSEE warrant that (i) the LESSEE is duly organized and existing; (ii) they are duly authorized to execute this Lease on behalf of the LESSEE; (iii) by so executing this Lease, the 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 agreements to which the LESSEE is bound.

3. In all other respects, the Lease entered into as of January 1, 2005 and the amendment dated November 20, 2007 between CITY and LESSEE are ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a Municipal Corporation

Riviera Little League,  
A California non-profit corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_, President

ATTEST

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

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

Amendment Number Two to Lease C2004-225

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Recitals:

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CITY OF TORRANCE,  
a Municipal Corporation

Riviera Little League,  
A California non-profit corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_, President

ATTEST

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

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

**FIRST AMENDMENT TO LEASE**

This First Amendment to Lease is made and entered into as of this 20th day of November, 2007 by and between the **City of Torrance**, a municipal corporation, ("CITY"), and the **Riviera Little League Organization**, a non-profit organization, ("LESSEE").

**WITNESSETH**

1. On or about January 1, 2005 the CITY and LESSEE entered into a lease for the CITY to lease to LESSEE that certain parcel of real property designated as Lago Seco Park Little League Fields (23701 Ocean Ave.), Torrance, ("PROPERTY").

2. The CITY and LESSEE wish to amend the lease to allow Riviera Little League to use a public address or loudspeaker system under specified circumstances.

3. Paragraph 5.c. of the Lease is amended in its entirety to read as follows:

**" 5. USE**

c) No public address or loudspeaker system may be used on the PROPERTY, except during closing day ceremonies. "

4. In all other respects, the Lease dated January 1, 2005, between CITY and LESSEE is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a municipal corporation

By Frank Scotto  
Frank Scotto, Mayor

Riviera Little League  
a non-profit organization

Scott McClure  
Scott McClure, President

ATTEST:

Sue Herbers  
Sue Herbers  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
CITY ATTORNEY

By John L. Fellows III  
Deputy City Attorney

**COPY**

C2004-225

# 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 **Riviera Little League Organization**, a non-profit organization, ("LESSEE").

## WITNESSETH

### 1. PROPERTY

The CITY leases to LESSEE that certain parcel of real property designated as Lago Seco Park Little League Fields (23701 Ocean Ave.), 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:

C2004-225

**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 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.

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.

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## 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: Riviera Little League Greg Crisfield 4920 Louise Ave. Torrance, CA 90505</p>	<p>CITY: City Clerk 3031 Torrance Boulevard Torrance, CA 90503 (310) 618-5813 FAX</p>
---	---

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.

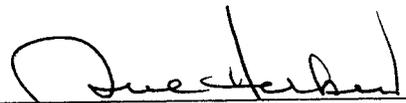
CITY OF TORRANCE,  
a municipal corporation

By   
Dan Walker, Mayor

Riviera Little League  
a non-profit organization

  
Greg Crisfield, President

ATTEST:

  
Sue Herbers  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
CITY ATTORNEY

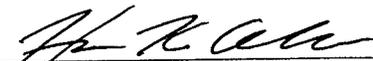
By   
Heather K. Whitham  
Deputy City Attorney

Exhibit 1: Parking/Traffic Plan

## Amendment Number One to Lease C2004-226

This Amendment to Lease C2004-226 is made and entered into as of December 17, 2008 by and between the City of Torrance, a municipal Corporation ("CITY"), and Torrance American Baseball Little League Organization, A California non-profit Organization ("LESSEE").

Recitals:

- A. The CITY entered into a Lease with the LESSEE on January 1, 2005 to provide youth baseball recreational opportunities to the residents of Torrance. The Lease is attached as Exhibit A.
- B. The Lease agreement was for \$1.00 per year.
- C. The LESSEE has provided services to the satisfaction of the CITY.

Lease:

- 1. Section 4. UTILITIES deleted in its entirety and amended to read in its entirety as follows:

"4. UTILITIES

The LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY. Additionally, the CITY will be responsible for the payment of an amount not-to-exceed 60% of the total charges for water use on the PROPERTY."

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

3. In all other respects the Lease entered into as of January 1, 2005 between CITY and LESSEE is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a Municipal Corporation

Torrance American Baseball  
Little League Organization,  
A California non-profit corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_, President

ATTEST

Sue Herbers,  
City Clerk

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

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CITY OF TORRANCE,  
a Municipal Corporation

Torrance American Baseball  
Little League Organization,  
A California non-profit corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_, President

ATTEST

Sue Herbers,  
City Clerk

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

# LEASE

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## WITNESSETH

### 1. PROPERTY

The CITY leases to LESSEE that certain parcel of real property designated as Doris Way Sump Little League Fields (23009 Doris Way), 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.

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C2004-226

**ORIGINAL**

- b) No admission charge may be imposed on spectators.
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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:                  Torrance American Baseball Little League                  Gil Esparza                  5014 Pacific Coast Highway                  Torrance, CA 90505</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.

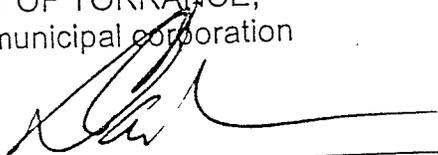
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If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with the laws, but the remainder of the Agreement will remain in full force and effect.

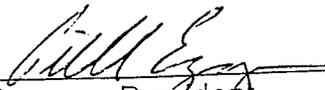
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The persons executing this Lease on behalf of LESSEE warrant that (i) LESSEE is duly organized and existing; (ii) they are duly authorized to execute this Lease on behalf of LESSEE; (iii) by so executing this Lease, LESSEE is formally bound to the 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.

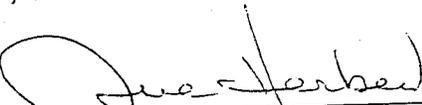
CITY OF TORRANCE,  
a municipal corporation

By   
\_\_\_\_\_  
Dan Walker, Mayor

Torrance American Baseball Little League  
a non-profit organization

  
\_\_\_\_\_  
Gil Esparza, President

ATTEST:

  
\_\_\_\_\_  
Sue Herbers  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
CITY ATTORNEY

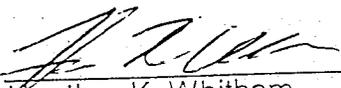
By   
\_\_\_\_\_  
Heather K. Whitham  
Deputy City Attorney

Exhibit 1: Parking/Traffic Plan

## Amendment Number Two to Lease C2004-227

This Second Amendment to Lease C2004-227 is made and entered into as of December 17, 2008 by and between the City of Torrance, a municipal Corporation ("CITY"), and West Torrance Little League Organization, A California non-profit Organization ("LESSEE").

Recitals:

- A. The CITY entered into a Lease with the LESSEE on January 1, 2005 to provide youth baseball recreational opportunities to the residents of Torrance. The Lease and First Amendment are attached as Exhibit A.
- B. The Lease was amended on August 12, 2008.
- C. The lease agreement was for \$1.00 per year.
- D. The LESSEE has provided services to the satisfaction of the CITY.

Lease:

1. Section 4. UTILITIES deleted in its entirety and amended to read in its entirety as follows:

"4. UTILITIES

The LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY. Additionally, the CITY will be responsible for the payment of an amount not-to-exceed 60% of the total charges for water use on the PROPERTY.

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

3. In all other respects, the Lease entered into as of January 1, 2005 and the amendment dated August 12, 2008 between CITY and LESSEE are ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a Municipal Corporation

West Torrance Little League,  
A California non-profit corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_, President

ATTEST

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

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

## Amendment Number Two to Lease C2004-227

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CITY OF TORRANCE,  
a Municipal Corporation

West Torrance Little League,  
A California non-profit corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST

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

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

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

This Amendment to Lease (C2004-227) is made and entered into as of AUGUST 12, 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

C2004-227

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

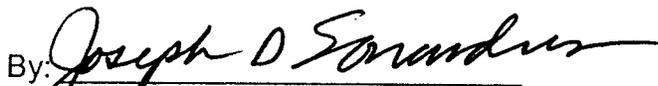
- h) LESSEE will assign an adult during the first two weeks of next season to direct the flow of traffic into Halison and exiting Towers. If traffic flow becomes a problem again later in the season, they will again need to assign an adult to work the parking lot.
  - i) LESSEE will work with the City 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

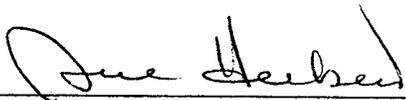
CITY OF TORRANCE,  
a municipal corporation

West Torrance Little League  
a non-profit organization

By:   
Frank Scotto,  
Mayor

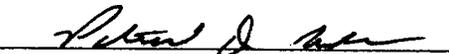
By:   
Joe Sonandres,  
President

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:

# 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:

LESSEE: West Torrance Little League Gil Orabuena 5702 Carmen St. Torrance, CA 90503	CITY: City Clerk 3031 Torrance Boulevard Torrance, CA 90503 (310) 618-5813 FAX
---	--

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 or 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.

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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.

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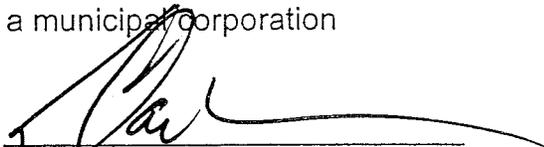
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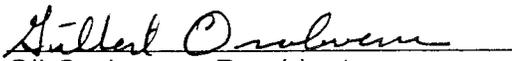
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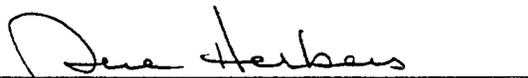
CITY OF TORRANCE,  
a municipal corporation

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

Little League Water Usage Summary  
Recommended Subsidy Rates for 2009

**ATTACHMENT E**

League	Average monthly usage over 2 years	# of fields	Monthly usage per field	Currently City Pays 100%	Proposed Payment of 60%	Not-to- Exceed Payment*
Central	\$ 334	3	\$ 111	\$ 334	\$ 200	\$ 200
Riviera	\$ 460	2	\$ 230	\$ 460	\$ 276	\$ 248
TABB	\$ 755	2	\$ 378	\$ 755	\$ 453	\$ 248
West	\$ 532	5	\$ 106	\$ 532	\$ 319	\$ 319

\*The Not-to-Exceed amount is calculated based on 60% of the League Average of \$124 per field per month. For those Leagues that exceeded this average, the Not to Exceed amount is set to encourage those Leagues to reduce their water usage in order to benefit from the City's subsidy.

Note: The Not-to-Exceed Payments will be adjusted on an annual basis to reflect the implementation of Water Conservation methods.



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## City of Torrance Policy & Procedures: WATER CONSERVATION

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In an effort to comply with the State of California, the County of Los Angeles, and the Metropolitan Water District, the City of Torrance has created the following guidelines to be used as its Water Conservation Policy for the maintenance and operation of City landscape and turf facilities:

### **Irrigation**

- ◆ Irrigation will be scheduled only between the hours of dusk and dawn, with the exception of irrigation maintenance and special turf management projects.
- ◆ Irrigation will not be scheduled on weekends (Friday or Saturday nights) and/or holidays if possible to prevent malfunctioning systems for running too long without detection.
- ◆ Systems will be checked on a regular basis to insure that run-off is kept to a minimum and that malfunctioning controllers, valves, water lines and heads are identified and promptly repaired.
- ◆ Systems will be upgraded with water-saving heads and water-conserving controllers wherever and whenever practical.
- ◆ Irrigation controllers will be scheduled to provide only the minimum amount of water needed to sustain turf and plant growth. Sports fields will receive sufficient irrigation to prevent injuries to players and allow turf to regenerate.
- ◆ The use of reclaimed water for irrigation wherever possible, including the creation of the necessary infrastructure to incorporate the use of reclaimed water at all City owned properties.

### **Park/Facility Maintenance**

- ◆ The following surfaces will not be washed unless there is sufficient health or safety reasons (i.e. food/beverages, graffiti, and tree sap/berries): game courts, picnic shelters, and sidewalks. Should these surfaces require washing, only water-saving court washers will be used.
- ◆ Drinking fountains, sinks, toilets, etc. will be routinely checked to insure that they are functioning properly and without continuous leaks.

### **Overall**

- ◆ Water bills will be monitored to identify inappropriate levels of water use
- ◆ Department phone numbers and web addresses will be publicized so that the public may report any watering concerns or incidents of over-watering.