

FOR COUNCIL MEETING:  
December 22, 2009

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

Members of the Council:

**SUBJECT: Community Services - New Lease agreements with four Torrance youth baseball leagues for use of City-owned properties as youth baseball fields.**

**Expenditure: None**

### **RECOMMENDATION**

Recommendation of the Community Services Director and the Parks and Recreation Commission that City Council approve new lease agreements for use of City-owned properties as youth baseball fields with Torrance Little League, Riviera Little League, Torrance American Baseball League, and West Torrance Little League, for five-year terms from January 1, 2010 through December 31, 2014.

Funding: No expenditures. Revenues of \$1 dollar per year per lease agreement.

### **BACKGROUND**

For many years various City-owned properties have been leased by non-profit Torrance youth baseball leagues for \$1 a year so these properties could be used as baseball fields for Torrance youth. The leagues are responsible to maintain the property, pay electrical and 40% of water costs, and hold harmless and indemnify the City against any and all liability for the facilities.

Central Torrance Little League, now known as Torrance Little League, has utilized former landfill property at 1730 Plaza Del Amo. Riviera Little League has used the Lago Seco Park baseball fields at 3920 235<sup>th</sup> Street. Torrance American Baseball League has used the Doris Way Sump baseball fields at 23009 Doris Way. And West Torrance Little League and West Torrance Babe Ruth Baseball have used the Entradero Sump baseball fields at 5500 Towers Street.

On December 21, 2004, the City Council approved the most recent, five-year lease agreements with Central Torrance Little League, North Torrance Little League, Riviera Little League, Torrance American Baseball League, West Torrance Little League and West Torrance Babe Ruth Baseball. These leases expire on December 31, 2009.

These leases identified that the Lessee would be responsible for the cost of electrical usage and when appropriate service meters were installed the Leagues would be responsible for 40% of their water costs. Appropriate service meters have now been installed and a method for calculating the water usage has been established and is explained in Attachment E.

## **ANALYSIS**

Attachments A through D represent the proposed new lease agreements with Torrance Little League, Riviera Little League, Torrance American Baseball League, and West Torrance Little League.

City staff is in discussion with North Torrance Little League (NTLL) on the possible continued use of Columbia Park baseball fields. A new lease agreement, or a long-term field use agreement, may be entered into with NTLL in the future.

Since the 2004 lease agreements went into effect, West Torrance Babe Ruth Baseball ceased operating at the Entradero Sump baseball fields. City staff is currently in discussion with a Babe Ruth baseball league that may be replacing West Torrance Babe Ruth Baseball at the Entradero Sump Babe Ruth baseball field. A new lease agreement may be entered into with this group in the future.

The proposed new lease terms would be 5 years. In exchange for use of the City properties, the Leagues maintain the fields and other improvements themselves and pay the City \$1 dollar per year, per lease agreement, therefore revenues at the end of the 5 year lease period would equal \$20

Revisions to the proposed new leases include:

1. For the Riviera Little League, Torrance American Baseball, and West Torrance Little League leases, plans that address neighborhood concerns regarding the organizations' impact on traffic, parking, trash and noise are included in the leases.
2. The new leases identify each League's responsibility to pay for 40% of their own water usage. Pricing structures are meant to encourage water conservation and good field management practices. The water use and costs (Attachment E) were calculated as follows:

A two-year average cost for supplying water to the Leagues was \$24,965 annually. This figure gives an average monthly cost of \$2,080 per month for all the League facilities in Torrance. With 12 fields used by 4 Leagues, the average per field water cost is \$173 per field/per month. Applying a City 60% subsidy rate establishes a City subsidy rate of \$104 per field/per month.

The water rate increase of 7.7% in January 2009 increased the City's subsidy to \$112 per field/per month. The Leagues will be responsible for the costs that exceed the City's per field/per month subsidy.

Staff will continue to evaluate the water subsidy price structuring as needed.

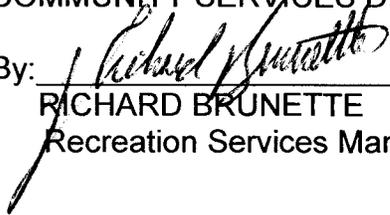
3. The new leases clarify that amplified sound is allowed on League opening and closing day ceremonies, as long as the leagues obtain a sound permit from the City of Torrance. However, any additional amplified sound at other times would require a written request of, and written approval from, the Community Services Director. Once again a sound permit would be required.

- 4. The new leases would allow Leagues to have other groups on the property for fundraising or special events purposes (i.e. for instructional Baseball Camps, etc.), as long as the group has insurance including the League and the City of Torrance as additionally insured, and as long as the League has obtained approval from the Community Services Director.
- 5. The new leases also clarify Leagues must obtain approval from the Community Services Director for all signage at these facilities (including advertising signs on outfield fences, commonly consisting of local business' advertising their sponsorship of the Leagues).

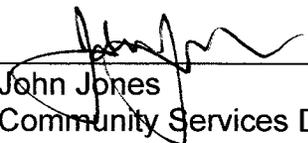
All of these Torrance youth baseball organizations have maintained positive working relationships with the City's Community Services Department and continue to be instrumental in providing Torrance youth the opportunity to participate in meaningful sport activities that contribute to their physical and social well being.

Respectfully submitted,

JOHN JONES  
COMMUNITY SERVICES DIRECTOR

By:   
RICHARD BRUNETTE  
Recreation Services Manager

CONCUR:

  
John Jones  
Community Services Director

NOTED:

  
LeRoy J. Jackson  
City Manager

- Attachments:
- A. West Torrance Little League Lease
  - B. Torrance Little League Lease
  - C. Torrance American Baseball League Lease
  - D. Riviera Little League Lease
  - E. Costs for Supplying Water to Leagues



**LEASE**

This Lease made and entered into as of this 1st day of January, 2010 by and between the **City of Torrance**, a municipal corporation, ("CITY"), and the **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, CA, ("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, 2014.
- 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 LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY. LESSEE will be responsible for the payment of water charges, however, the CITY will be responsible for paying an amount not-to-exceed 60% of the average monthly water usage charges of all four Little Leagues from 2010 through 2014.

**5. USE**

- a) The PROPERTY will be used by LESSEE solely for the purpose of 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. Any other use of the PROPERTY must be pre-approved in writing by the Community Services Director. 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. Except that amplified sound may be allowed for opening and closing day ceremonies provided LESSEE obtains the appropriate sound permit from CITY.
- 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 alter any improvements whatsoever on the PROPERTY including, but not limited to, the 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."

## **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 Services 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 hereof, 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.

**15. INSURANCE**

- a.) LESSEE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
  - 1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
    - b. Primary Property Damage of at least \$250,000 per occurrence; or
    - c. Combined single limits of \$1,000,000 per occurrence.
  - 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- b.) The insurance provided by LESSEE will be primary and non-contributory.
- c.) CITY ("City of Torrance"), the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- d.) LESSEE must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of the lease.
- e.) Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

**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><b>LESSEE:</b>                  Torrance Little League                  Steve Gottlieb                  22519 Iris Avenue                  Torrance, CA 90505</p>	<p><b>CITY:</b>                  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 written approval of the Community Services Director; 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 Community Services Director; 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 Community Services Director. In the event that consent to an assignment or sublease or any transfer of any interest in the Lease is obtained, said assignee or sub-lessee shall be required to list the City of Torrance and the City Council as additional insureds on any and all certificates of insurance required by the CITY.

## **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

Torrance Little League  
a non-profit organization

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

\_\_\_\_\_  
Steve Gottlieb, President

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
CITY ATTORNEY

By \_\_\_\_\_  
Tatia Y. Strader  
Deputy City Attorney



# LEASE

This Lease made and entered into as of this 1st day of January, 2010 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, CA, ("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, 2014.
- 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 LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY. LESSEE will be responsible for the payment of water charges, however, the CITY will be responsible for paying an amount not-to-exceed 60% of the average monthly water usage charges of all four Little Leagues from 2010 through 2014.

### 5. USE

- a) The PROPERTY will be used by LESSEE solely for the purpose of 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. Any other use of the PROPERTY must be pre-approved in writing by the Community Services Director. 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. Except that amplified sound may be allowed for opening and closing day ceremonies provided LESSEE obtains the appropriate sound permit from CITY.
- 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 alter any improvements whatsoever on the PROPERTY including, but not limited to, the 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."

## **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 as referenced in Exhibit 1 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 Services 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 hereof, 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.

## 15. INSURANCE

- a) LESSEE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
  1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
    - b. Primary Property Damage of at least \$250,000 per occurrence; or
    - c. Combined single limits of \$1,000,000 per occurrence.
  2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- b) The insurance provided by LESSEE will be primary and non-contributory.
- c) CITY ("City of Torrance"), the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- d) LESSEE must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of the lease.
- e) Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

## 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:

<b>LESSEE:</b> Riviera Little League David Ramirez 22211 Leyte Drive Torrance, CA 90505	<b>CITY:</b> 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 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 written approval of the Community Services Director; 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 Community Services Director; 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 Community Services Director. In the event that consent to an assignment or sublease or any transfer of any interest in the Lease is obtained, said assignee or sub-lessee shall be required to list the City of Torrance and the City Council as additional insureds on any and all certificates of insurance required by the CITY.

## **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

Riviera Little league  
a non-profit organization

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

\_\_\_\_\_  
David Ramirez, President

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
CITY ATTORNEY

By \_\_\_\_\_  
Tatia Y. Strader  
Deputy City Attorney

Exhibit 1: Parking/Traffic Plan

**EXHIBIT 1****RIVIERA LITTLE LEAGUE/TRAFFIC PLAN**

Riviera Little League will be posting "No Little League Parking" signs along the north side of 235<sup>th</sup> Street and the west side of Adolph Street for the T-Ball Leagues. This signage will be posted and monitored by the Riviera Little League Officials throughout the T-Ball season.

In addition, the Riviera Little League Board of Directors will notify the Homeowners Association President of their usage for the park. They will also develop a flier that will go to all participants and homeowners surrounding the Riviera Little League Fields prior to the start of each baseball season informing them of the Riviera Parking/Traffic Plan.

# LEASE

This Lease made and entered into as of this 1st day of January, 2010 by and between the **City of Torrance**, a municipal corporation, ("CITY"), and the **Torrance American Baseball League**, a non-profit organization, ("LESSEE").

## 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, 2014.
- 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 LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY. LESSEE will be responsible for the payment of water charges, however, the CITY will be responsible for paying an amount not-to-exceed 60% of the average monthly water usage charges of all four Little Leagues from 2010 through 2014.

### 5. USE

- a) The PROPERTY will be used by LESSEE solely for the purpose of 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. Any other use of the PROPERTY must be pre-approved in writing by the Community Services Director. 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. Except that amplified sound may be allowed for opening and closing day ceremonies provided LESSEE obtains the appropriate sound permit from CITY.
- 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 alter any improvements whatsoever on the PROPERTY including, but not limited to, the 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.

## **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 Services 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 hereof, 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.

## 15. INSURANCE

- a.) LESSEE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
  - 1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
    - b. Primary Property Damage of at least \$250,000 per occurrence; or
    - c. Combined single limits of \$1,000,000 per occurrence.
  - 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- b.) The insurance provided by LESSEE will be primary and non-contributory.
- c.) CITY ("City of Torrance"), the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- d.) LESSEE must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of the lease.
- e.) Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

**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: Torrance American Baseball League Ted Martizia 2354 W 248th St	CITY: City Clerk 3031 Torrance Boulevard
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Lomita CA 90717	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 written approval of the Community Services Director; 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 Community Services Director; 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 Community Services Director. In the event that consent to an assignment or sublease or any transfer of any interest in the Lease is obtained, said assignee or sub-lessee shall be required to list the City of Torrance and the City Council as additional insureds on any and all certificates of insurance required by the CITY.

## **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

Torrance American Baseball  
League  
a non-profit organization

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

\_\_\_\_\_  
Ted Martizia, President

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
CITY ATTORNEY

By \_\_\_\_\_  
Tatia Y. Strader  
Deputy City Attorney

Exhibit 1: Parking/Traffic Plan

**EXHIBIT 1****TORRANCE AMERICAN BOYS BASEBALL (TAB)  
PARKING/TRAFFIC PLAN****GATE #4 (MAIN PARKING LOT):**

It will no longer be used for player drop off. Gate # 4 will be used only as an entering and exiting point for Managers, Snack Shack personnel, Umpires, Score Keepers, Groundskeepers and Pony Officials. Passes will be assigned not to exceed the amount of designated spaces available. A chain will go across the entry way at the end of the alley way with a sign stating "Passes Required Assigned Parking Only". At the street entrance a portable sign will state "Player Drop Off and Parking through Gates # 2, # 3, # 4 Only". Snack Shack personnel will monitor the chain at the end of the alley for valid parking passes. TAB Board or Directors have appointed Leigh McArthur to Vice President in charge implementing and maintaining the TAB Parking/Traffic Plan.

**GATE #2, #3, AND #4:**

These gates will be open at all times during regular hours of operation and used for player drop off and pick up, and for entering and exiting parking for spectators.

In the event that parking areas are full, TAB has an existing agreement in writing from St. Lawrence Martir Church, and Tulita Elementary school to utilize their parking lots under conditions agreed upon. This parking plan will be implemented during regular scheduled games, playoffs, and All Star Tournaments.

In addition, the Board Of Directors have developed a flier with information on the TAB Parking/Traffic Plan that will distributed to all participants and homeowners surrounding TAB Little League Fields prior to the start of each Baseball season.



# LEASE

This Lease made and entered into as of this 1st day of January, 2010 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, 2014.
- 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 LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY. LESSEE will be responsible for the payment of water charges, however, the CITY will be responsible for paying an amount not-to-exceed 60% of the average monthly water usage charges of all four Little Leagues from 2010 through 2014.

### 5. USE

- a) The PROPERTY will be used by LESSEE solely for the purpose of 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. Any other use of the PROPERTY must be pre-approved in writing by the Community Services Director. 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. Except that amplified sound may be allowed for opening and closing day ceremonies provided LESSEE obtains the appropriate sound permit from CITY.
- 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 each season to direct the flow of traffic from Halison and exiting Towers. If traffic flow becomes a problem again later in any 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).

#### **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 alter any improvements whatsoever on the PROPERTY including, but not limited to, the 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.

## **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 Services 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 hereof, 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.

**15. INSURANCE**

- a.) LESSEE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
    - b. Primary Property Damage of at least \$250,000 per occurrence; or
    - c. Combined single limits of \$1,000,000 per occurrence.
  2. General Liability including coverage for premises, products and completed operations, independent

contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.

- b.) The insurance provided by LESSEE will be primary and non-contributory.
- c.) CITY ("City of Torrance"), the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- d.) LESSEE must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of the lease.
- e.) Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

#### **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><b>LESSEE:</b>                  West Torrance Little League                  Joe Sonandres                  19803 Tomlee Avenue                  Torrance, CA 90503</p>	<p><b>CITY:</b>                  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 written approval of the Community Services Director; 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 Community Services Director; 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 Community Services Director. In the event that consent to an assignment or sublease or any transfer of any interest in the Lease is obtained, said assignee or sub-lessee shall be required to list the City of Torrance and the City Council as additional insureds on any and all certificates of insurance required by the CITY.

## **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

West Torrance Little League  
a non-profit organization

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

\_\_\_\_\_  
Joe Sonandres, President

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
CITY ATTORNEY

By \_\_\_\_\_  
Tatia Y. Strader  
Deputy City Attorney

Exhibit 1: Parking/Traffic Plan

Exhibit 2: Respect Our Neighbors Policy

**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.

**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 part clean...pick up all trash around the snack bars / bleacher areas after the game.
7. Keep players / children off 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!

**City of Torrance  
Community Services Department**

## Cost for Supplying Water to Leased Youth Baseball Fields

The two-year average cost for supplying water to the Little Leagues is \$24,965 annually. This figure gives an average monthly cost of 2,080 per month for all the Little League facilities in Torrance. With 12 fields among four Little Leagues, the average per field water cost is \$173 per field per field per month. Applying the City's 60% subsidy rate provides a monthly City subsidy rate of \$104 per field/per month.

<b>2 yr Youth Baseball League Average Annual Usage</b>	<b>Overall Youth Baseball Monthly Usage (Div/12)</b>	<b>Number of Fields</b>	<b>League Average Per Field Per Month</b>	<b>City Subsidy Per Field @ 60% per month</b>
\$ 24,965	\$ 2,080	12	\$ 173	\$ 104

<b>League</b>	<b>Average Monthly Usage over 2 yrs</b>	<b>Number of Fields</b>	<b>League Average Monthly Usage Per Field</b>	<b>City Subsidy Per Field</b>	<b>Water Rate Increase in January 2009</b>	<b>City Subsidy Per Field with Rate Increase</b>	<b>Cost to City Per Month</b>	<b>Cost to Youth Baseball Per Month</b>
<b>Central</b>	\$ 334	3	\$ 111	\$ 104	7.7%	\$ 112	\$ 336	\$ (2)
<b>Riviera</b>	\$ 460	2	\$ 230	\$ 104	7.7%	\$ 112	\$ 224	\$ 236
<b>TABB</b>	\$ 754	2	\$ 377	\$ 104	7.7%	\$ 112	\$ 224	\$ 530
<b>West</b>	\$ 532	5	\$ 106	\$ 104	7.7%	\$ 112	\$ 560	\$ (28)
<b>Totals</b>	\$ 2,080	12						

The water rate increase of 7.7% in January 2009 increased the City's subsidy to \$112 per field/per month. The Little Leagues will be responsible for costs that exceed the City's per field subsidy. This pricing structure is meant to encourage water conservation and good field management practices. Staff will evaluate the water subsidy price structure as needed.