

Redevelopment Agency Meeting of
April 13, 2010

Agency Agenda Item 4a

Honorable Chair and Members
of the Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Redevelopment Agency – Approve Lease Agreement with the Retired and Senior Volunteer Program for 1339 Post Avenue

RECOMMENDATION

Recommendation of the Executive Director that the Redevelopment Agency (Agency) approve a Lease Agreement by and between the Agency and Retired and Senior Volunteer Program (RSVP) for use of certain space at 1339 Post Avenue.

FUNDING

None required for this action. Approval will generate \$7,200 over the term of the Lease.

BACKGROUND/ANALYSIS

In 1997, RSVP entered into a Lease with the Agency to utilize space in the 1339 Post Avenue building; the lease was extended in 2000 and again in 2003. The Lease expired in June 2006 and has been on holdover on a month-to-month basis.

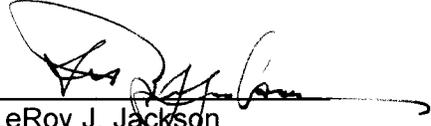
RSVP contacted the Agency about a new Lease for an eighteen month term; however, due to funding issues has requested a restructuring of the Lease terms. The Lease terms proposed were for zero rent for six months from Lease inception and then commencing in October 2010 the rent would be \$600 per month until Lease termination. RSVP would continue making utility payments for their portion.

The current rent is \$700.00 per month and the rent restructuring is a significant reduction in rent; however, the overall use compliments both the Bartlett Center as well as Focal Point as a program to assist seniors volunteer in the community.

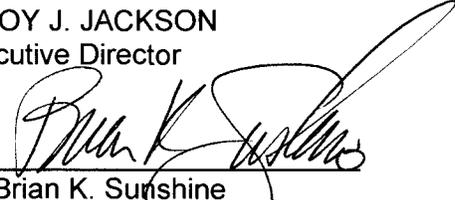
Respectfully submitted,

LeROY J. JACKSON
Executive Director

CONCUR:



LeRoy J. Jackson
Executive Director

By: 

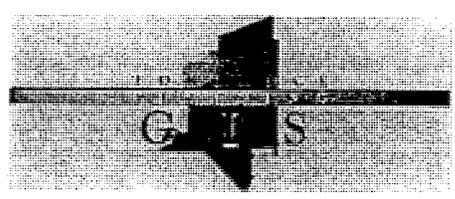
Brian K. Sunshine
Land Management Team, Chair

- Attachments: A) Location Map
B) Lease
C) Letter from RSVP dated February 23, 2010
D) Agency Item dated August 26, 2003



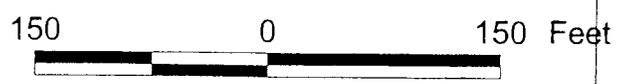
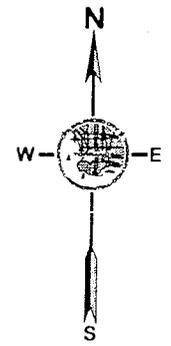
LOCATION MAP

1339 POST AVENUE



LEGEND

 1339 post



LEASE

This Lease is made and entered into as of April 1, 2010 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance (the "Property") ; and
- B. It is in the public interest that the Property be leased to RSVP to serve its charitable purposes;
- C. The Agency has previously leased the Property to RSVP pursuant to a lease made and entered into as of June 24, 1997, as amended and extended by that certain Amendment to Agreement made and entered into as of March 14, 2000, and that certain Second Amendment to Lease made and entered into as of June 25, 2003 (the "Prior Lease"). The term of the Prior Lease ended June 23, 2006. Pursuant to the terms of the Prior Lease, RSVP has been holding over as a month-to-month tenant since the expiration of the Prior Lease.
- D. The Agency and RSVP now wish to enter into this new Lease; and
- E. The Property, including the land and building, will not be required for any public purposes during the life of this Lease.

AGREEMENT:

1. PREMISES

The City leases to RSVP the Property, as depicted in Exhibit "A."

2. TERM

The term of this Lease will be for a period of eighteen months commencing upon the Effective Date. If RSVP holds over after the expiration of the term of this Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

RSVP agrees to pay to the Agency as rent for the Property the following "Minimum Monthly Rent": for the period commencing with the Effective Date, through September 30, 2010, \$0 per month; for the period commencing October 1, 2010, through the expiration date of the Lease, \$600 per month.

4. USE

The Property will be used for the purpose of providing offices for RSVP and for any other purpose or purposes necessary or proper to carry out the charitable purposes of RSVP, as set forth in its Articles of Incorporation and Bylaws.

5. COVENANT TO USE

RSVP agrees to manage, operate, and maintain the Property as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 above for the benefit of the people of the State of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

RSVP agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the Property or to the operations of RSVP or the Redevelopment Plan.

7. NONDISCRIMINATION

RSVP agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there will be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the premises; nor will RSVP itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises.

8. ALTERATIONS

RSVP may not make or permit any alterations or additions to the structural portions of any building on the Property or construct or erect any improvements on the Property without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, RSVP must surrender the Property to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements will become a part of the Property and will remain for the benefit of the Agency. No portions of any buildings or structures may be removed from the Property or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

RSVP, at the sole cost and expense of RSVP, must maintain the Property and must keep the same in good and sanitary condition and normal repair. RSVP will not be required to replace plumbing fixtures or the air conditioning system.

11. UTILITIES

- A. RSVP agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of the premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.
- B. Agency will determine which utility or utilities are passed by or through the Bartlett Center and will determine a monthly average for the charge or charges. City will then determine the ratio of square feet within Bartlett Center and the subject property and will apportion the utility or utilities charges accordingly. City will then charge RSVP 66.6 percent of the apportioned utility rate for so long as RSVP allows City of Torrance senior citizen organizations to share the Property.

12. TAXES AND ENCUMBRANCES

RSVP agrees to pay before delinquency all taxes that may be levied against its interest in the premises or that become a lien against the premises or its interest during the term of this Lease.

13. LIABILITY

RSVP agrees that its taking possession of the Property will be an acceptance of the safety and condition of the premises. RSVP further agrees to hold the City, the City Council, and each member thereof, present and future, and every officer, employee and member of each board or commission and the Redevelopment Agency of the City of Torrance, and each member thereof, present and future, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not

limited to, RSVP, or property of any kind whatsoever and to whomever belonging, including, but not limited to RSVP, from any cause or causes whatsoever while in, upon, or in any way connected with the Property during the term of this Lease, or any renewal or extension, or any occupancy whatsoever.

14. INSURANCE

- A. RSVP must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- (1) 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.
 - (2) If RSVP hires employees, RSVP must provide its employees with worker's compensation insurance with limits as required by the State of California.
- B. CITY, the City Council and each member thereof, members of boards and commissions and of the Redevelopment Agency of the City of Torrance, every officer, agent, official, employee and volunteer must be named as additional insured under the general liability policy.
- C. RSVP must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance on or before the Effective Date.
- D. 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.

15. DESTRUCTION OR DAMAGE

If for any reason the building on the Property is destroyed or damaged beyond repair, then this Lease will terminate and RSVP will surrender the Property to the Agency. If, however, the damage to the building is repairable, as determined by the Agency, then the Lease will remain in full force and effect. If the damage is deemed repairable, Agency will commence repair with due diligence, and if during the period of repair and restoration RSVP is prevented from using the full facilities as defined in this Lease, the rent will be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

- A. RSVP may not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency. The giving of consent will not be a waiver of any rights to object to further or

future assignments or subleases. The consent to each successive assignment or sublease must be first obtained from the Agency.

- B. The appointment of a receiver to take possession of all or substantially all of the assets of RSVP or a general assignment by RSVP for the benefit of creditors or any action taken or suffered by RSVP under any insolvency or bankruptcy act will constitute a breach of this Lease by RSVP.
- C. RSVP agrees that it will provide space within the premises for the City of Torrance Focal Point Program, and that program will not be considered to be a sublease.

17. NOTICE

Whenever it is necessary for either party to serve notice on the other respecting this Lease, notice must be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to Retired and Senior Volunteers Program of South Bay, 1339 Post Avenue, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Notice will be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This will be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event RSVP makes any default in the performance of any of the provisions of this Lease on its part to be performed, and continues in default for ten days after written notice from the Agency specifying the particulars of the default, or if the default cannot be cured within ten days and RSVP fails to commence within ten days and thereafter diligently proceeds with the curing of the default, then the Agency may declare this Lease and all RSVP's rights to be forfeited and terminated, and may reenter and take and hold exclusive possession of the Property and remove all persons and property at the cost and risk of RSVP.

19. SIGNS

RSVP agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon the Property without the prior written consent of the Director of Community Development.

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease will inure to the benefit of and will bind, as the case may be, not only the parties, but each and every one of the heirs, executors, administrators, successors, assigns and legal

representatives of the parties; provided, however, that any subletting or assignment by RSVP of the whole or any part of the Property or any interest therein will be subject to the provisions of paragraph 16 of this Lease.

21. RIGHT OF ENTRY

The Agency reserves the right to enter upon the Property at any reasonable time for the purpose of making any inspection it may deem necessary to the proper enforcement of any of the covenants or conditions of this Lease.

INTEGRATION; AMENDMENT

This Lease represents the entire understanding of the Agency and RSVP as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Lease. The Lease may not be modified or altered except in writing signed by both parties.

23. EXHIBITS

All exhibits identified in this Lease are incorporated into the Lease by this reference.

24. SEVERABILITY

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

25. GOVERNING LAW; JURISDICTION

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

26. AUTHORITY TO EXECUTE

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

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

Frank Scotto, Chairman
ATTEST:

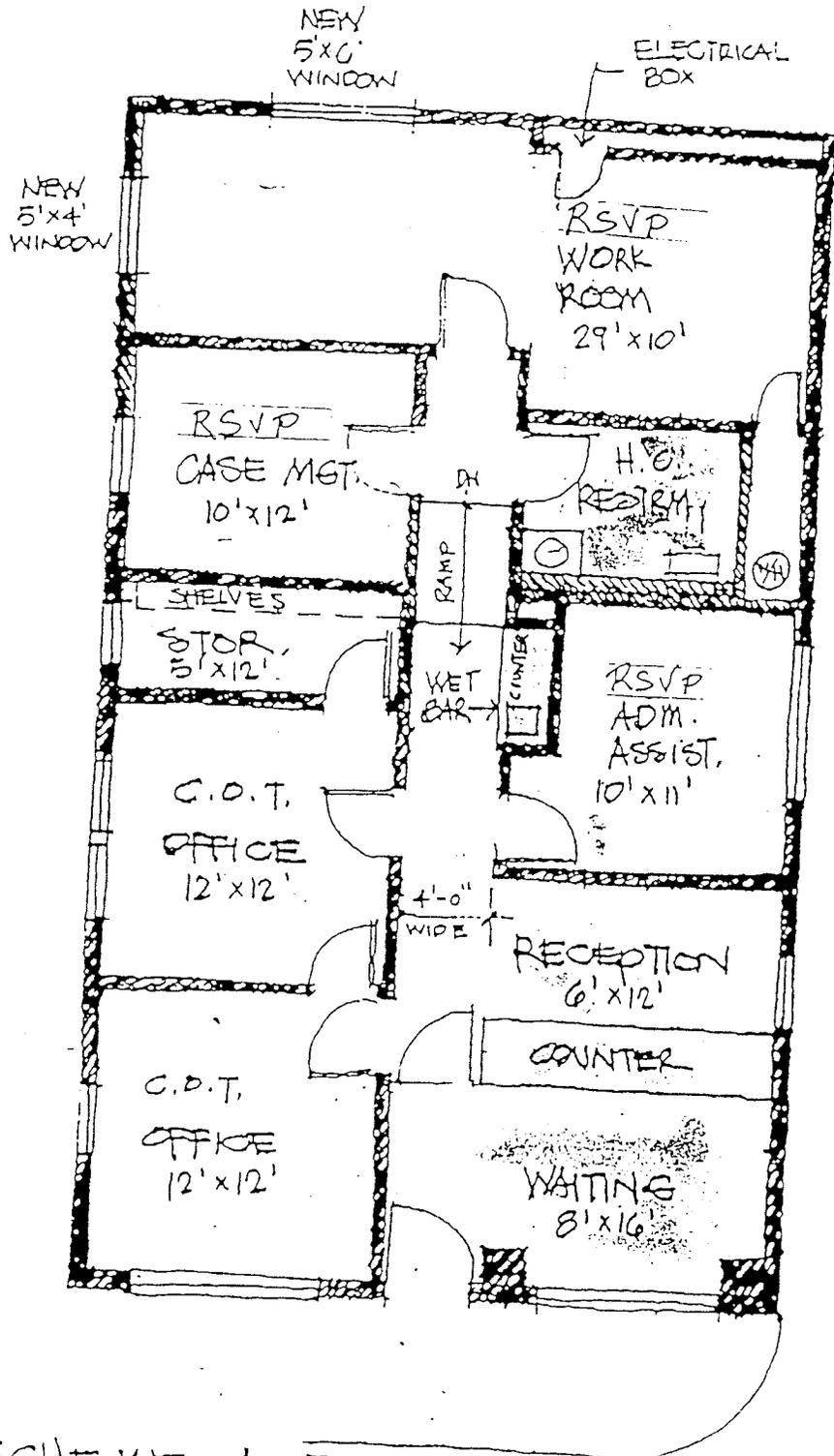
Hillary Bloom
Chair, Board of Directors

Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By _____



SCHEME A
SCALE: 1/8" = 1'-0"

BART. LETT
ANNEX
00 12 11

POST AVE



February 23, 2010

OFFICE OF THE
CITY MANAGER

2010 FEB 24 AM 10: 23

RSVP of South Bay

Rooted in Community Service

Board of Directors

Mark Applegate
Mark Applegate Insurance Agency
Anita Avrick
Redondo Beach Council, PTA
Richard Berryman
Comfort Keepers
Hilary Bloom
Admin. Analyst, PV Estates, Retired
Pamela Gillett
Anastasi Development Company
Paul Ginsburg
Attorney
Sid Kato
Array Systems
Michael Norris
Attorney
Cathy Towers
First Regional Bank
Gerald Richman
MixPak, Inc.
Mark Waronek
Waronek & Associates

Advisory Council

Creasie Adams
AT&T
Jill Fatal
California First Bank
Judy Gibson
City of Torrance Planning Commission
Mike Gin
Mayor, City of Redondo Beach
Mark Hebson
Hebson Insurance
Kathryn Joiner
Torrance Memorial Medical Center
E. Don Kim
Torrance Unified School District
Ted Lieu
California State Assemblymember
Herb Stark
Community Volunteer
Robert Van Lingen
Van Lingen Towing

Mr. Brian Sunshine
Assistant to the City Manager
3031 Torrance Blvd.
Torrance, CA 90503

Dear Mr. Sunshine,

We are writing on behalf of the Board of Directors of **RSVP South Bay**. RSVP rents its office space at **1339 Post Avenue** from the City of Torrance for \$700 per month, and has done so for the past 16 years.

RSVP (Retired Senior & Volunteer Program) has served the South Bay for over 30 years. We are a nonprofit, volunteer agency that places seniors (55+) who wish to donate their time and expertise to the nonprofit community. We are funded in part by the Corporation for National and Community Service and matched in dollars by corporations, foundations, clubs and individual donors in the community.

We are fortunate that our former Executive Director, Hope Witkowsky, made the decision in 1994 to re-locate RSVP to Downtown Torrance. Torrance has grown considerably since that time and is home to the largest senior population in the South Bay.

Due to the economic downturn of the market, our ability to fundraise monies to support our organization has been severely impacted. As the new Executive Director, and with the consulting service of Hope Witkowsky, we are looking forward to strategizing, developing, and improving our agency's financial stability in 2010.

For your consideration, we are requesting the following:

1. **Forgive our rent in its entirety for the next 6 months, beginning April 1 through September 30, 2010.**
2. **Continue our occupancy and establish an 18-month Lease at \$600 per month, commencing April 1, 2010.**

We are pleased to provide an opportunity for seniors to be a vital and active part of the community, and to contribute their lifetime experiences. Our service to over 95 non-profit agencies in the South Bay has given, and continues to give our volunteers a sense of purpose and at the same time enhances the quality of their lives as well as the lives of those we serve. It's a "win-win" for all.

The City of Torrance and the South Bay communities benefit from the work of RSVP, and we are deeply grateful for your past and continued support. We thank you for your consideration.

Should you have any questions Lynda Loudon can be reached at 310-320-3322. We look forward to hearing from you.

Lynda Loudon
Executive Director
1339 Post Avenue
Torrance, CA 90501
Phone: (310) 320-3322
Fax: (310) 320-3949
Website: www.rsvpsb.org

Sincerely,

Lynda Loudon
Executive Director


Hilary Bloom
Chair, Board of Directors

Council Meeting of
August 26, 2003

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

Members of the Council:

SUBJECT: Lease Extension 1339 Post Avenue

RECOMMENDATION

A recommendation of the Land Management Team that the Redevelopment Agency authorize the Chair of the Redevelopment Agency to Execute and the Agency Clerk to Attest to a Second Amendment to a Lease by and between the Torrance Redevelopment Agency and Retired Senior Volunteers Program (RSVP) of South Bay for utilization of space within the building located at 1339 Post Avenue for an additional three years.

FUNDING

There is no funding required for this action.

BACKGROUND/ANALYSIS

The Agency and RSVP entered into a three-year lease in June 1997. The Agency amended that Lease in 2000, which extended the term an additional three years, that extension expired in June 2003. RSVP has requested an extension of an additional three years so that they may continue to operate in the Downtown Torrance area and provide programs for Seniors. Execution of the attached amendment will extend the lease for three years from the original termination date of June 24, 2003.

All other terms and conditions of the original lease will remain in force.

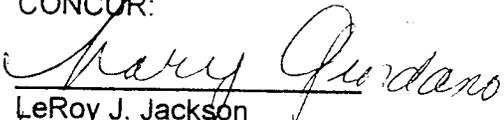
Respectfully submitted,

LeROY J. JACKSON

By: 

Brian K. Sunshine
Assistant to the Executive Director

CONCUR:


LeRoy J. Jackson
Executive Director

Attachments:

- A. Second Amendment to Lease
- B. Lease Amendment
- C. Lease
- D. Location Map

4B

SECOND AMENDMENT TO LEASE

This Amendment to Lease is made and entered into as of June 25, 2003, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which terminated on June 24, 2000.
- E. Agency and RSVP extended the original lease by Amendment to June 24, 2003.
- F. The Parties now wish to extend the Lease for a period of three (3) years after termination of the extension which ended June 24, 2003.

AGREEMENT:

- 1. Paragraph 2 of the Lease is amended to read in its entirety as follows:

"The term of this Amendment to Lease will be for a period of three years from June 24, 2003. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."
- 2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation

Dan Walker, Mayor

Robert Van Lingen, President

ATTEST:

Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By _____
Ronald T. Pohl
Assistant Agency Attorney

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of 3/14/2000, 2000, by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

- A. The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and
- B. It is in the public interest that this property be leased to RSVP to serve its charitable purposes; and
- C. The property, including the land and building, will not be required for any public purposes during the life of this Amendment to Lease.
- D. Agency and RSVP entered into a Lease on June 24, 1997 which is scheduled to terminate on June 24, 2000.
- E. The Parties now wish to extend the Lease for a period of three (3) years after the original termination date.

RH97-005

AGREEMENT:

1. Paragraph 2 of the Lease is amended to read in its entirety as follows:

"The term of this Amendment to Lease will be for a period of three years from June 24, 2000. If RSVP holds over after the expiration of the term of this Amendment to Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease."
2. In all other respects the Lease dated June 24, 1997 between Agency and RSVP is ratified and reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

ORIGINAL COPY

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation



Dee Hardison, Mayor



Executive Director

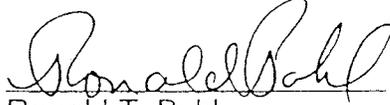
ATTEST:



Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By 

Ronald T. Pohl
Assistant City Attorney

LEASE

This Lease is made and entered into as of June 24, 1997 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a body, public and politic, of the State of California ("Agency"), and Retired and Senior Volunteers Program of South Bay, a California nonprofit corporation ("RSVP").

RECITALS:

WHEREAS, The Agency is the owner of certain real property at 1339 Post Avenue, located in the City of Torrance; and

WHEREAS, it is in the public interest that this property be leased to RSVP to serve its charitable purposes; and

WHEREAS, the property, including the land and building, will not be required for any public purposes during the life of this Lease.

RA 97-003

AGREEMENT:

1. PREMISES

The City leases to RSVP that certain real property located at 1339 Post Avenue, Torrance, California, described in Exhibit "A."

2. TERM

The term of this Lease will be for a period of three years from the date of execution of this Lease. If RSVP holds over after the expiration of the term of this Lease, the tenancy will be on a month-to-month basis and otherwise in accordance with all the terms, covenants and conditions of this Lease.

3. RENT

A. RSVP agrees to pay to the Agency as rent for the leased premises the sum of \$500 per month ("Minimum Monthly Rent"). If this Lease does not commence on the first day of a calendar month or end on the last day of a calendar month, RSVP will pay prorated rent for the first and last month, as the case may be, in the amount of 1/30th of the monthly rent times the number of days for which rent is being prorated.

COPY
Original

- B. The rent will be adjusted annually in proportion to the percentage increase, if any, in the Consumer Price Index, All Urban Consumer (1982-4=100) for the Los Angeles-Anaheim-Riverside CSMA (the "Index") issued by the United States Bureau of Labor Statistics, Department of Labor, between the Index published for the month that occurs two months prior to the Effective Date (the "Base Index"), and the Index published for the same month of the year in which each adjustment to rent is to be made; provided that, in no event will the Minimum Monthly Rent be decreased as a result of the application of this paragraph.

4. USE

The premises will be used for the purpose of providing offices for RSVP and for any other purpose or purposes necessary or proper to carry out the charitable purposes of RSVP as set forth in its Articles of Incorporation and Bylaws.

5. COVENANT TO USE

RSVP agrees to manage, operate, and maintain the premises as a facility during the entire term of this Lease in accordance with the uses provided in Paragraph 4 above for the benefit of the people of the state of California and, in particular, the people of Torrance.

6. COMPLIANCE WITH LAW

RSVP agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance and of any other governmental agency that are applicable to the premises or the operations of RSVP and the Redevelopment Plan.

7. NONDISCRIMINATION

RSVP agrees by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there will be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, handicaps, age national origin or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the premises; nor will RSVP itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises.

8. ALTERATIONS

RSVP may not make or permit any alterations or additions to the structural portions of any building on the premises or construct or erect any improvements on the premises without first obtaining the written consent of the Agency.

9. SURRENDER

At the expiration of the term of this Lease, RSVP must surrender the premises to the Agency in the same condition as received, reasonable wear and tear excepted, including, but not by way of limitation, any alterations, additions or improvements. Any alterations, additions or improvements will become a part of the premises and will remain for the benefit of the Agency. No portions of any buildings or structures may be removed from the premises or voluntarily destroyed or damaged without the prior written consent of the Agency.

10. MAINTENANCE

RSVP, at the sole cost and expense of RSVP, must maintain the premises and must keep the same in good and sanitary condition and normal repair. RSVP will not be required to replace plumbing fixtures or the air conditioning system.

11. UTILITIES

- A. RSVP agrees to pay before delinquency every charge, lien or expense accruing or payable during the term of this Lease in connection with the use of the premises, including, but not limited to, water, electricity, gas, telephone, refuse, and other utilities and services.
- B. Agency will determine which utility or utilities are passed by or through the Bartlett Center and will determine a monthly average for the charge or charges. City will then determine the ratio of square feet within Bartlett Center and the subject property and will apportion the utility or utilities charges accordingly. City will then charge RSVP 66.6 percent of the apportioned utility rate for so long as RSVP allows City of Torrance senior citizen organizations to share the property.

12. TAXES AND ENCUMBRANCES

RSVP agrees to pay before delinquency all taxes that may be levied against its interest in the premises or that become a lien against the premises or its interest during the term of this Lease.

13. LIABILITY

RSVP agrees that its taking possession of the premises will be an acceptance of the safety and condition of the premises. RSVP further agrees to hold the City, the City Council, and each member thereof, present and future, and every officer, employee and member of each board or commission and the Redevelopment Agency of the City of Torrance, and each member thereof, present and future, free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, including, but not limited to, RSVP, or property of any kind whatsoever and to whomever belonging, including, but not limited to RSVP, from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this Lease, or any renewal or extension, or any occupancy whatsoever.

14. INSURANCE

- A. RSVP must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
 - (1) 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.
 - (2) If RSVP hires employees, RSVP must provide its employees with worker's compensation insurance with limits as required by the State of California.
- B. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the general liability policy.
- C. RSVP must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- D. 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.

15. DESTRUCTION OR DAMAGE

if for any reason the building on the premises is destroyed or damaged beyond repair, then this Lease will terminate and RSVP will surrender the premises to the Agency. If, however, the damage to the building is repairable, as determined by the Agency, then the Lease will remain in full force and effect. If the damage

is deemed repairable, Agency will commence repair with due diligence, and if during the period of repair and restoration RSVP is prevented from using the full facilities as defined in this Lease, the rent will be apportioned accordingly.

16. ASSIGNMENT AND SUBLETTING

- A. RSVP may not assign or sublet this Lease or any interest therein or any part thereof without first obtaining the written consent of the Agency. The giving of consent will not be a waiver of any rights to object to further or future assignments or subleases. The consent to each successive assignment or sublease must be first obtained from the Agency.
- B. The appointment of a receiver to take possession of all or substantially all of the assets of RSVP or a general assignment by RSVP for the benefit of creditors or any action taken or suffered by RSVP under any insolvency or bankruptcy act will constitute a breach of this Lease by RSVP.
- C. RSVP agrees that it will provide space within the premises for the City of Torrance Focal Point Program, and that program will not be considered to be a sublease.

17. NOTICE

Whenever it is necessary for either party to serve notice on the other respecting this Lease, notice must be served by certified mail addressed to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503; or to Retired Senior Volunteers Program, 1339 Post Avenue, Torrance, CA 90501, unless and until different addresses may be furnished in writing by either party to the other. Notice will be deemed to have been served within 72 hours after the same has been deposited in a United States Post Office by certified mail, or immediately if personally served. This will be a valid and sufficient service of notice for all purposes.

18. DEFAULT

In the event RSVP makes any default in the performance of any of the provisions of this Lease on its part to be performed, and continues in default for ten days after written notice from the Agency specifying the particulars of the default, or if the default cannot be cured within ten days and RSVP fails to commence within ten days and thereafter diligently proceeds with the curing of the default, then the Agency may declare this Lease and all RSVP's rights to be forfeited and terminated, and may reenter and take and hold exclusive possession of the premises and remove all persons and property at the cost and risk of RSVP.

19. SIGNS

RSVP agrees that no signs or advertising material, other than any existing signs, may be erected or maintained upon the premises without the prior written consent of the Director of Building and Safety.

20. SUCCESSORS

Each and every term, covenant, and condition of this Lease will inure to the benefit of and will bind, as the case may be, not only the parties, but each and every one of the heirs, executors, administrators, successors, assigns and legal representatives of the parties; provided, however, that any subletting or assignment by RSVP of the whole or any part of the leased premises or any interest therein will be subject to the provisions of paragraph 16 of this Lease.

21. RIGHT OF ENTRY

The Agency reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem necessary to the proper enforcement of any of the covenants or conditions of this Lease.

22. INTEGRATION; AMENDMENT

This Lease represents the entire understanding of the Agency and RSVP as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Lease. The Lease may not be modified or altered except in writing signed by both parties.

23. EXHIBITS

All exhibits identified in this Lease are incorporated into the Lease by this reference.

24. SEVERABILITY

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

25. GOVERNING LAW; JURISDICTION

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

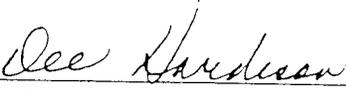
26. AUTHORITY TO EXECUTE

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

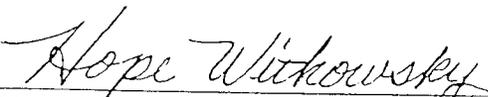
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first written above.

REDEVELOPMENT AGENCY OF THE
CITY OF TORRANCE,
a body, public and politic, of the State of
California

Retired and Senior Volunteers Program
of South Bay,
a California nonprofit corporation



Dee Hardison, Mayor



Hope Witkowsky, Executive Director

ATTEST:



Sue Herbers, Clerk of the Redevelopment
Agency of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

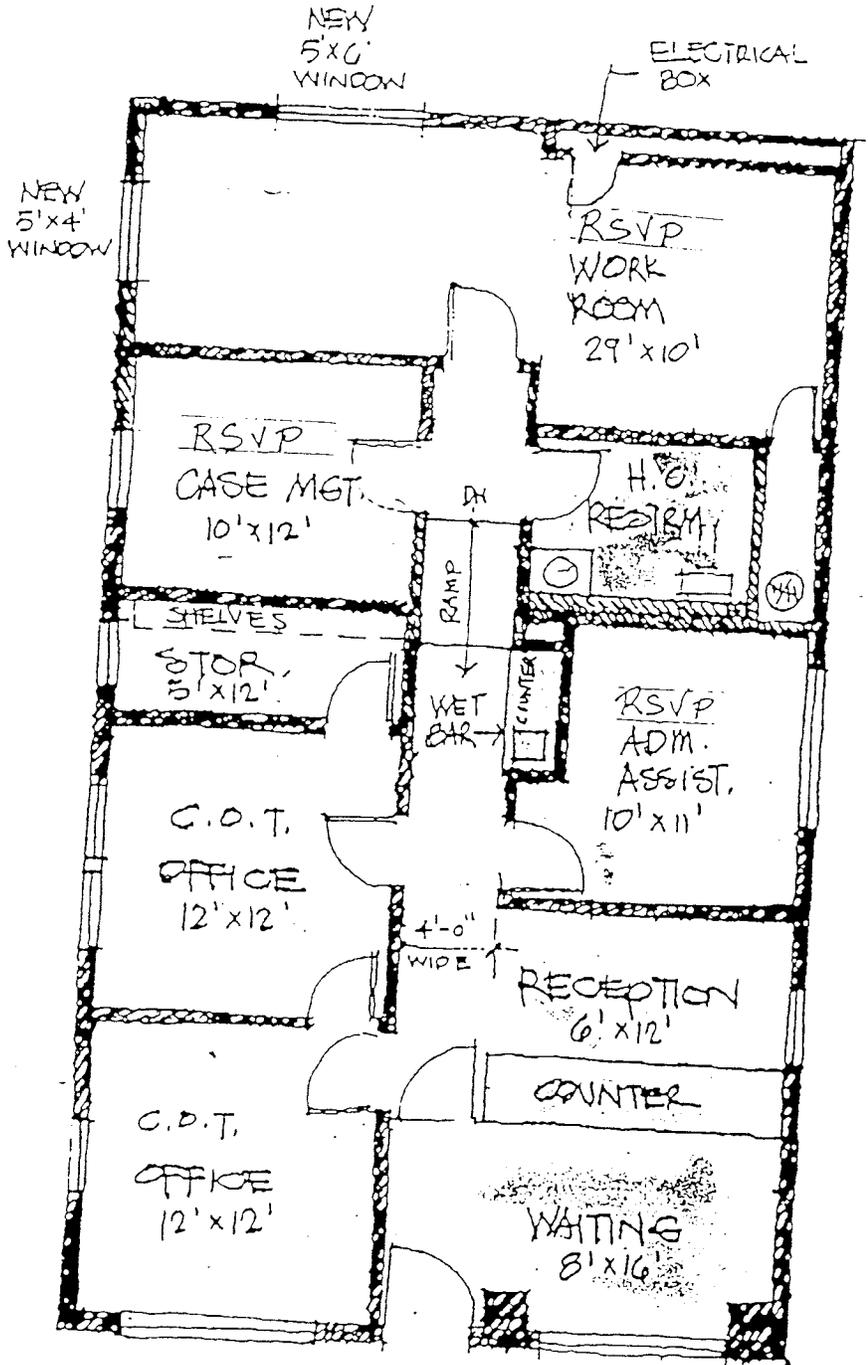
By 

Heather K. Whitham
Deputy City Attorney

To: LABEL WALL - FAX - 6187.5879

EXHIBIT "A"

FROM: LOK NG/BOA



ALLEY

- = City of Toronto (focal point)
- = RSVP
- = Shared area



SCHEME A
 SCALE: 1/8" = 1'-0"

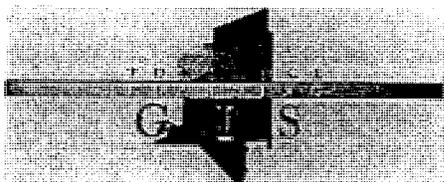
BART, LETT
 ANNEX
 09-12-01

POST AVE



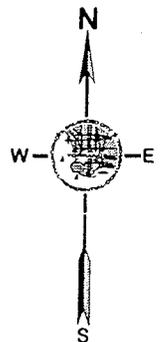
LOCATION MAP

1339 POST AVENUE



LEGEND

 1339 post



150 0 150 Feet

