



Date: January 14, 2025

To: Honorable Mayor and Members of the City Council

From: John La Rock, Community Services Director | [JLaRock@TorranceCA.gov](mailto:JLaRock@TorranceCA.gov)

Subject: Community Services – Adopt California Environmental Quality Act (CEQA) Categorical Exemptions and Approve Lease Agreements for Use of City - Owned Properties as Youth Baseball Fields. Expenditure: None.

## RECOMMENDATION

Recommendation of the Community Services Director that City Council:

1. Adopt a Categorical Exemption under California Environmental Quality Act (CEQA) pursuant to Guideline Section 15301, Section 15304, and Section 15311; and
2. Approve lease agreements with Riviera Little League, Torrance American Boys Baseball, Torrance Little League, and West Torrance Little League, for use of City- owned properties as youth baseball fields for five (5) year terms beginning January 1, 2025 and ending December 31, 2029.

## FUNDING

None required.

## DISCUSSION

The City of Torrance has long supported youth non-profit organizations and their use of City facilities. For many years City-owned properties have been leased by the City to Torrance based youth non-profit baseball organizations for \$1 a year for the purposes of running their respective leagues. In exchange, each organization is responsible for the maintenance and upkeep of the fields, freeing up staff time to focus on other areas of the parks. The current lease agreements for each of the organizations were approved by City Council on December 9, 2019 and expired on December 31, 2024. The four baseball organizations currently using City facilities are as follows:

Baseball Organization	Location	Address
Riviera Little League (RLL)	Lago Seco Park	23701 Ocean Avenue
Torrance American Boys Baseball (TABB)	Doris Way Basin	23009 Doris Way
Torrance Little League (TLL)	Former landfill site	1740 Plaza Del Amo
West Torrance Little League (WTLL)	Entradero Park	5500 Towers Street

Each of the little league organizations has maintained a positive working relationship with the City and has continued to be instrumental in providing Torrance youth with the opportunity to participate in meaningful sport activities that contribute to their physical and social wellbeing.

While each organization has generally met the conditions of their respective lease agreements during the current lease term, the proposed new leases include special lease conditions stipulating operational guidelines including:

- Leagues identify and provide public information for a community liaison who provides league information and receives community feedback
- Leagues follow a Good Neighbor Policy to maintain safe, clean and transparent operations
- Leagues provide for trash management during season opening and closing ceremonies and any special events
- Leagues maintain a \$500 security deposit with the City
- City monitors League operations and communicates potential lease violations and remediation options prior to any deductions
- Leagues maintain storage in enclosed containment units
- City and Leagues will collaborate to add City and League branding to storage units
- Leagues maintain required insurance as per Risk Management
- Leagues will pay for water usage at the little league fields on an escalating scale
- Leagues will include the City logo on all league supplied uniforms
- City may utilize field locations to support its programming, including international little league events
- Leagues provide the City an annual report documenting registration numbers for each season, a list of activities that took place during the year, any complaints they received from the public regarding the usage of the facilities and the league's response, and any approved capital projects that were completed during the year.

It should be noted that the lease for Riviera Little League includes special lease conditions stipulating operational guidelines for potential batting cages. During the term of the new lease, Riviera Little League may submit plans to the City for the placement and operation of batting cages within its leasehold. Any proposal would be presented to the Recreation and Parks Commission and to the City Council. Operational guidelines may be updated by an amendment to the lease.

Staff recommends Your Honorable Body adopt a Categorical Exemption under California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15301, Section 15304, and Section 15311, and approve five (5) year lease agreements with Riviera Little League, Torrance American Boys Baseball, Torrance Little League, and West Torrance Little League, for use of City owned facilities beginning January 1, 2025 through December 31, 2029.

## ENVIRONMENTAL FINDINGS

This project is categorically exempt pursuant to CEQA Guidelines Sections 15301, 15304, and 15311 since these are extensions of existing leases and only involve minor alterations to land (landscaping and maintenance) and potential accessory structures (on premise signs, batting cages, and seasonal or temporary use items such as portable restrooms).

## **ATTACHMENTS**

1. Riviera Little League Lease, Exhibits 1-3
2. Torrance American Boys Baseball Lease, Exhibits 1-2
3. Torrance Little League Lease, Exhibits 1-2
4. West Torrance Little League Lease, Exhibits 1-2

# LEASE

This Lease made and entered into as of this 1st day of January 2025 by and between the City of Torrance, a municipal corporation, ("CITY"), and the Riviera Little League, a non-profit organization, ("LESSEE").

## 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") as depicted in Exhibit 1.

## 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, 2029.

b) Either party may cancel this Lease on thirty (30) days written notice in the manner provided in paragraph 19.

## 3. RENT

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

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

c) LESSEE will be responsible for the payment of a security deposit in the manner provided in Exhibit 2.

## 4. UTILITIES

a) LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY.

b) LESSEE will be responsible for the payment of water charges, however, LESSEE will be responsible for paying an amount of the average monthly water usage charges not-to-exceed 60% in 2025; 70% in 2026; 80% in 2027; 90% in 2028; and 100% in 2029.

## 5. USE

a) The PROPERTY will be used by LESSEE solely for the purpose of maintaining the two baseball fields, together with bleachers and other improvements and facilities, including without limitation, artificial lighting, 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:

i) No admission charge may be imposed on spectators.

ii) 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.

iii) Artificial lights may be used on the PROPERTY, provided that LESSEE is solely responsible for the costs of purchase, installation, operation and maintenance of the lighting. Lighting is allowed only from dusk to 9:00 p.m.

iv) 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 19 whenever the PROPERTY will be used by LESSEE. All periods of LESSEE' s use must be identified by the LESSEE, including start and end dates of each season/ league. The CITY reserves the right to operate the PROPERTY as a public recreation facility during periods not identified by the LESSEE.

#### 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 two (2) baseball fields, without first having secured approval of the plans from the Community Services Director and the City. 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 onstreet 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 offstreet 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.

c) LESSEE agrees to provide the Community Services Director with a Traffic Plan outlining the efforts of LESSEE to limit the impacts described above. The Traffic Plan will be reviewed and approved by the Director or designee, and will be kept on file at all times by CITY and LESSEE.

#### 10. MAINTENANCE

At its own expense, LESSEE will:

- a) Maintain all improvements erected upon the PROPERTY in good order and repair and may modify or remodel them from time to time with the consent of the Community Services Director.
- 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 Community Services Director.
- 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 Services 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 Services Director. LESSEE agrees that in the event the PROPERTY is not properly maintained or cleaned, CITY reserves the right to enter upon the PROPERTY in order to maintain or clean the PROPERTY, and LESSEE will pay the cost thereof to CITY upon demand.

#### 11. SIGNS

No signs or advertising matter may be erected on the PROPERTY without the prior written consent of the Community 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, its 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 for the duration of the Agreement at their sole expense the following insurance, which will be full coverage, not subject to self-insurance provisions:

1. Automobile Liability, if applicable, 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 \$2,000,000 per occurrence and \$4,000,000 aggregate. If the Commercial General Liability Policy does not cover or has an exclusion of sexual and physical abuse and/ or molestation, a separate policy to cover this exposure will be required with \$1,000,000 per claim and \$5,000,000 aggregate.

3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of \$1,000,000 per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the LESSEE, its employees, agents and subcontractors.

b) The insurance provided by LESSEE will be primary and non-contributory.

c) CITY ("City of Torrance"), the Successor Agency to the Former Redevelopment Agency of the 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 including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, 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.

f) If LESSEE maintains broader coverage and/ or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

g) The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the LESSEE.

h) LESSEE hereby grants to CITY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the CITY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

#### 16. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the LESSEE agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that LESSEE will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

#### 17. ANNUAL REPORTS

LESSEE will submit an Annual Report to the Community Services Department of the CITY on or before December 31<sup>st</sup> of each year. The report will include a summary of the following:

- a) Registration numbers for the spring, all-star, and fall seasons;
- b) A list of activities that took place on the property during the year;
- c) A list of any complaints received from the neighborhood/ residents along with LESSEE's responses; and
- d) Any capital projects that were completed during the year

#### 18. 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.

#### 19. 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:

Riviera Little League  
P.O. Box 1040  
Torrance, CA 90504

CITY:

City Clerk  
3031 Torrance Boulevard  
Torrance, CA 90503  
(310) 618-2931 FAX

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service. Any party may change its address of fax number by giving the other party notice of the change in any manner permitted by this Agreement.

#### 20. 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 its City Council as additional insured' s on any and all certificates of insurance required by the CITY.

#### 21. 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.

#### 22. 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.

#### 23. 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.

#### 24. 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.

#### 25. 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 20.

#### 26. 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 facilities and improvements made to the PROPERTY during the term hereof are, and shall continue to be, the property of CITY. In particular, the facilities and improvements owned by CITY include, but are not limited to, baseball fields with dugouts, backstops, fences, scoreboards, spectator bleachers, landscaping, batting cages, concessions and restroom buildings, and other appurtenances. Temporary structures, stored inventory and other appurtenances shall be removed by LESSEE at any time prior to or at the expiration of this Lease. In particular, temporary structures, stored inventory and other appurtenances include, but are not limited to, storage containers, field equipment, playing equipment, signs and banners, concessions supplies, restroom supplies, field maintenance equipment and supplies.

#### 27. 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.

#### 28. WAIVER OF BREACH

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

#### 29. 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.

#### 30. 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.

#### 31. 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

\_\_\_\_\_  
George K. Chen, Mayor

By: \_\_\_\_\_  
President, Riviera Little League

ATTEST:

\_\_\_\_\_  
Rebecca Poirier, MMC  
City Clerk

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN  
City Attorney

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

Attachments:	Exhibit 1	Site Map
	Exhibit 2	Special Conditions
	Exhibit 3	Special Conditions Batting Cages



Baseball Organization	Location	Address
Riviera Little League (RLL)	Lago Seco Park	23701 Ocean Avenue

## Riviera Little League

## Special Conditions

The following special conditions to the Riviera Little League (RLL) lease outline the agreed upon methods of operation in the conduct of the RLL in Lago Seco Park. The City and RLL will monitor these conditions to ensure that RLL is in compliance with the conditions set forth.

**1. PERIOD OF OPERATION**

- a. One (1) weekend will be allowed during the month of January for league tryouts (evaluation weekend).
- b. Fields will be used during the months of September through November and March through July and two weeks in August.
- c. No Play Activities will be allowed during the months of February and December and two weeks in August.
- d. The league will honor all national holidays with no organized use at the facility.
- e. Field play and operations will cease at 9:30 p.m. on Monday through Saturday; field play and operations will cease at 9:00 p.m. on Sunday.

**2. LIGHTING**

- a. Operation of lights will cease at 9:45 p.m. on Monday through Saturday; operation of lights will cease at 9:30 p.m. on Sunday.

**3. MAINTENANCE**

- a. RLL is responsible for the maintenance of the fields, field equipment, septic system, and concession areas.
- b. RLL will provide adequate trash collection and hauling capacity for season opening and closing periods and for any special events that may increase refuse amounts.
- c. RLL will schedule the septic tank to be emptied on a regular basis and as needed to prevent any overflow from the septic system into the park. The City will complete a capital improvement project to connect the RLL facilities to the City sewer and to disconnect RLL facilities from the septic system.
- d. RLL will store equipment inside locking, secure containers when not in use for play or maintenance. Storage is not permitted on top of or next to enclosed storage. RLL may utilize a maximum of three (3) storage containers in the park.

**4. PARKING/TRAFFIC PLAN**

- a. Notifications: The Riviera Little League will develop a printed notification that will be sent to all participants and homeowners within a 250-foot radius of Lago Seco Park prior to the start of each baseball season that provides information of the RLL parking and traffic plan.

**5. GOOD NEIGHBOR POLICY**

- a. Participants and guests to RLL scheduled activities will be directed by RLL to follow posted speed limits and drive safely inside and in the vicinity of Lago Seco Park.

- b. Participants and guests to RLL scheduled activities will be directed by RLL to not block residential or commercial driveways.
- c. Participants and guests to RLL scheduled activities will be directed by RLL to carpool whenever possible.
- d. Participants and guests to RLL scheduled activities will be directed by RLL to keep Lago Seco Park clean and pick up and properly dispose of trash into proper receptacles.
- e. Participants and guests to RLL scheduled activities will be directed by RLL to be respectful of the residents surrounding Lago Seco Park.
- f. Participants and guests to RLL scheduled activities will be directed to follow all City park rules.

## **6. CITY LOGO AND BRANDING**

- a. RLL will include the City of Torrance logo on all new uniforms issued by RLL. The logo will be a minimum of two (2) inches in diameter and be visible when uniforms are worn.
- b. RLL and CITY will provide decorative branding of storage containers and other structures at PROPERTY to promote RLL and CITY.

## **7. COMMUNITY LIAISON**

- a. Riviera Little League will be responsible for appointing a Community Liaison that will be the primary contact with the residents in the neighborhood surrounding Lago Seco Park. The Liaison will notify the residents before the start of the season and before any events, e.g. opening day, fundraisers. The Liaison will be the main point of contact for the community if there are questions or concerns regarding the activities of RLL in Lago Seco Park. The Community Liaison shall keep a record of all public comment received and responses provided by RLL.

## **8. CONCESSIONS**

- a. Food and beverage vending will be made by RLL from the concessions stand.
- b. Food and beverage vending from other sources will be allowed only by permission from the City.
- c. Food and beverage vending from other sources will cause the closure or blocking of any Lago Seco Park parking areas or park pathways.

## **9. SECURITY DEPOSIT**

- a. RLL will remit to CITY a Security Deposit in the amount of five hundred dollars (\$500.00) with the commencement of this Lease.
- b. In the event of a violation of the terms of this Lease, CITY may make a deduction from the Security Deposit in the amount of fifty dollars (\$50.00). CITY will inform LESSEE of violations or potential violations. LESSEE will be permitted to remedy a violation or potential violation prior to a notice of violation and notice of deduction from the Security Deposit.
- c. LESSEE will maintain a Security Deposit balance in the amount of five hundred dollars (\$500.00) for the lease term.
- d. Upon the end of the lease term, CITY will return the Security Deposit to RLL, less deductions for any violations.
- e. Lease violations include, but are not limited to, the following:

- i. Excessive trash outside of trash receptacles
- ii. Unauthorized construction or enhancements to PROPERTY
- iii. Amplified sound without a City permit
- iv. Unpermitted food trucks or vending



## Riviera Little League

## Special Conditions

The following special conditions to the Riviera Little League (RLL) lease outline the operation of batting cages for the RLL in Lago Seco Park. The City and RLL will monitor these conditions to ensure that RLL is in compliance with the conditions set forth. The construction or placement of batting cages or hitting stations at the PROPERTY shall be as per Section 8 of this Lease.

Definitions: Batting Cages are stand-alone, enclosed pitching and batting facilities and hitting stations are individual batting areas with barriers preventing ball travel.

**1. PERIOD OF OPERATION**

- a. Operation of batting cages or hitting stations will be for RLL sponsored practice only.
- b. Operation of batting cages or hitting stations will be allowed for one (1) Play Activity weekend during the month of January for league tryouts (evaluation weekend).
- c. Operation of the batting cages or hitting stations will be allowed for Play Activities during the months of September through November, March through July, and two weeks in August.
- d. No operation of the batting cages or hitting stations will be allowed during the months of February, and December and two weeks in August.
- e. The league will honor all national holidays with no organized usage at batting cages or hitting stations.

**2. BATTING CAGES OR HITTING STATIONS TIME SCHEDULES**

- a. Mondays through Fridays: batting cage and hitting station activities will end by 9:00PM.
- b. Saturdays: batting cage and hitting station activities will not begin before 9:00AM and batting cage and hitting station activities will end by 9:00PM.
- c. Sundays: batting cage and hitting station activities will not begin before 9:00AM and batting cage and hitting station activities will end by 9:00PM.

**3. LIGHTING**

- a. Batting cage and hitting station lights will turn off at 9:00 p.m. on Monday through Saturday; batting cage and hitting station lighting will turn off at 8:30 p.m. on Sunday.

**4. MAINTENANCE**

- a. RLL is responsible for the maintenance of batting cages, hitting stations, and related areas within PROPERTY.

**5. GOOD NEIGHBOR POLICY**

- a. Batting cage and hitting station users will use bat sleeves on metal alloy bats and hit rubber balls to minimize noise impacts.

# LEASE

This Lease made and entered into as of this 1st day of January 2025 by and between the City of Torrance, a municipal corporation, ("CITY"), and the Torrance American Boys Baseball, a non-profit organization, ("LESSEE").

## 1. PROPERTY

The CITY leases to LESSEE that certain parcel of real property designated Doris Way Sump Little League Fields (23009 Doris Way), Torrance, CA, ("PROPERTY") as depicted in Exhibit 1.

## 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, 2029.

b) Either party may cancel this Lease on thirty (30) days written notice in the manner provided in paragraph 19.

## 3. RENT

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

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

c) LESSEE will be responsible for the payment of a security deposit in the manner provided in Exhibit 2.

## 4. UTILITIES

a) LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY.

b) LESSEE will be responsible for the payment of water charges, however, LESSEE will be responsible for paying an amount of the average monthly water usage charges not-to-exceed 60% in 2025; 70% in 2026; 80% in 2027; 90% in 2028; and 100% in 2029.

## 5. USE

a) The PROPERTY will be used by LESSEE solely for the purpose of maintaining the two baseball fields, two batting cages, bleachers and other improvements and facilities, as are necessary for the operation of the ball fields. Any other use of the PROPERTY must be pre-approved in writing by the Community Services Director. LESSEE must abide by the following:

i) No admission charge may be imposed on spectators.

ii) 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.

iii) Artificial lights may not be used on the PROPERTY.

iv) 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 19 whenever the PROPERTY will not be used by LESSEE. All periods of LESSEE' s use must be identified by the LESSEE, including start and end dates of each season/ league. The CITY reserves the right to operate the PROPERTY as a public recreation facility during periods not identified by the LESSEE.

#### 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 or make any improvements whatsoever on the PROPERTY including, but not limited to, the two (2) baseball fields and batting cages, without first having secured approval of the plans from the Community Services Director and the City. 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 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 to Special Conditions as contained in Exhibit 2 and 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 onstreet 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 offstreet 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.

c) LESSEE agrees to provide the Community Services Director with a Traffic Plan outlining the efforts of LESSEE to limit the impacts described above. The Traffic Plan will be reviewed and approved by the Director or designee and will be kept on file at all times by CITY and LESSEE.

#### 10. MAINTENANCE

At its own expense, LESSEE will:

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

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 required by the Community Services Director.

d) Keep the PROPERTY clean and neat and dispose of all debris and other waste matter which may accumulate in containers provided by LESSEE 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 Services Director and CITY. LESSEE agrees that in the event the PROPERTY is not properly maintained or cleaned, CITY reserves the right to enter upon the PROPERTY in order to maintain or clean the PROPERTY, and LESSEE will pay the cost thereof to CITY upon demand.

#### 11. SIGNS

No signs or advertising matter may be erected on the PROPERTY without the prior written consent of the Community 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, its 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 for the duration of the Agreement at their sole expense the following insurance, which will be full coverage, not subject to self-insurance provisions:

1. Automobile Liability, if applicable, 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 \$2,000,000 per occurrence and \$4,000,000 aggregate. If the Commercial General Liability Policy does not cover or has an exclusion of sexual and physical abuse and/ or molestation, a separate policy to cover this exposure will be required with \$1,000,000 per claim and \$5,000,000 aggregate.

3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of \$1,000,000 per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the LESSEE, its employees, agents and subcontractors.

b) The insurance provided by LESSEE will be primary and non-contributory.

c) CITY ("City of Torrance"), the Successor Agency to the Former Redevelopment Agency of the 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 including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, 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.

f) If LESSEE maintains broader coverage and/ or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

g) The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the LESSEE.

h) LESSEE hereby grants to CITY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the CITY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

#### 16. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the LESSEE agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that LESSEE will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

#### 17. ANNUAL REPORTS

LESSEE will submit an Annual Report to the Community Services Department of the CITY on or before December 31<sup>st</sup> of each year. The report will include a summary of the following:

- a) Registration numbers for the spring, all-star, and fall seasons; and
- b) A list of activities that took place on the property during the year; and
- c) A list of any complaints received from the neighborhood/ residents along with LESSEE's responses; and
- d) Any approved capital projects that were completed during the year

#### 18. 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.

#### 19. 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 Boys Baseball  
P.O. Box 1365  
Torrance, CA 90505

CITY:

City Clerk  
3031 Torrance Boulevard  
Torrance, CA 90503  
(310) 618-2931 FAX

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service. Any party may change its address of fax number by giving the other party notice of the change in any manner permitted by this Agreement.

#### 20. 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 its City Council as additional insured's on any and all certificates of insurance required by the CITY.

#### 21. 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.

#### 22. 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.

#### 23. 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.

#### 24. 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.

#### 25. 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 20.

#### 26. 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 facilities and improvements made to the PROPERTY during the term hereof are, and shall continue to be, the property of CITY. In particular, the facilities and improvements owned by CITY include, but are not limited to, baseball fields with dugouts, backstops, fences, scoreboards, spectator bleachers, landscaping, batting cages, concessions and restroom buildings, and other appurtenances. Temporary structures, stored inventory and other appurtenances shall be removed by LESSEE at any time prior to or at the expiration of this Lease. In particular, temporary structures, stored inventory and other appurtenances include, but are not limited to, storage containers, field equipment, playing equipment, signs and banners, concessions supplies, restroom supplies, field maintenance equipment and supplies.

#### 27. 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.

#### 28. WAIVER OF BREACH

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

#### 29. 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.

#### 30. 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.

#### 31. 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 Boys Baseball

\_\_\_\_\_  
George K. Chen, Mayor

By: \_\_\_\_\_  
President,  
Torrance American Boys Baseball

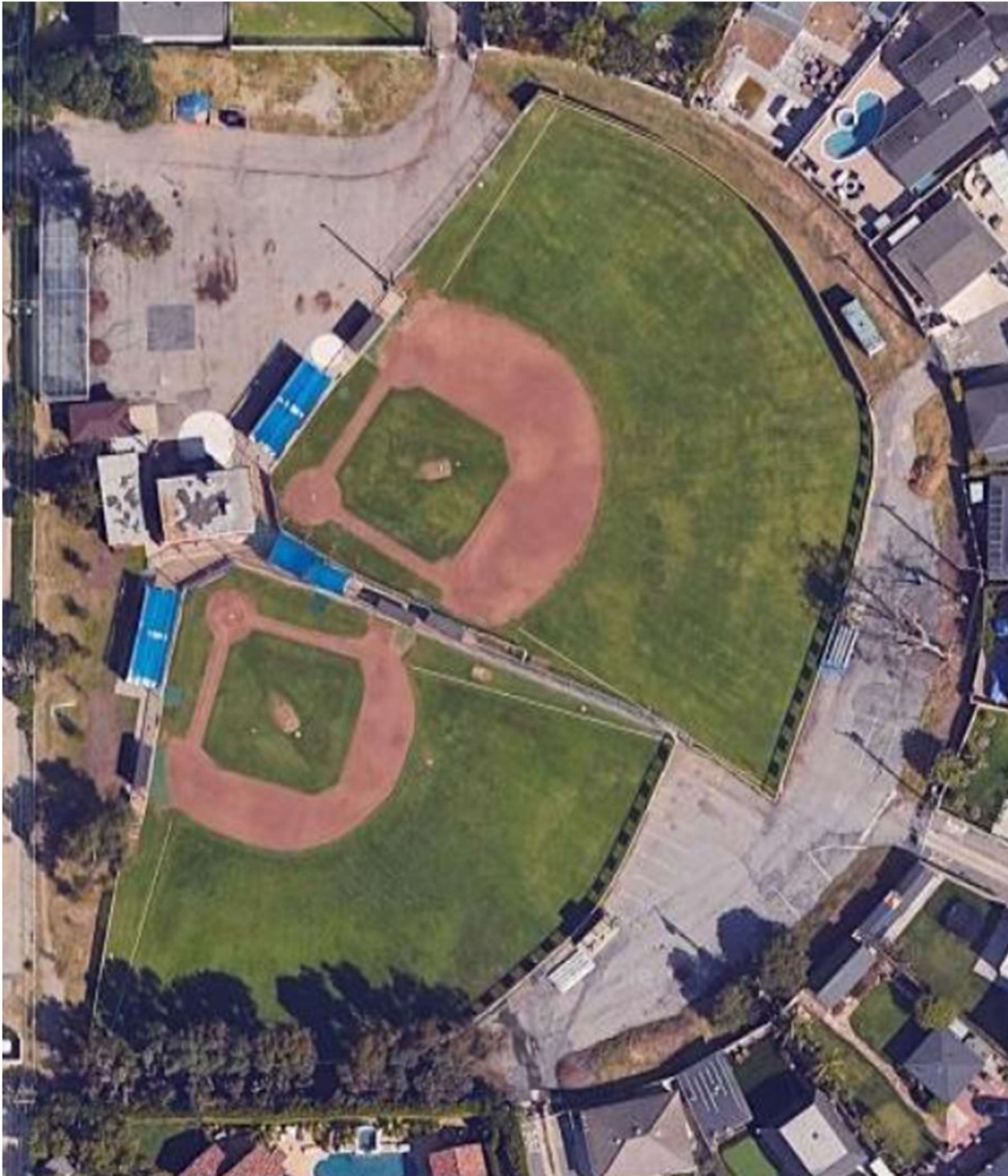
ATTEST:

\_\_\_\_\_  
Rebecca Poirier, MMC  
City Clerk

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN  
City Attorney

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

Attachments:	Exhibit 1	Site Map
	Exhibit 2	Special Conditions



Baseball Organization	Location	Address
Torrance American Boys Baseball (TABB)	Doris Way Basin	23009 Doris Way

## Torrance American Boys Baseball

## Special Conditions

The following special conditions to the Torrance American Boys Baseball (TABB) lease outline the agreed upon methods of operation in the conduct of the TABB held in the Doris Way Sump. The City and TABB will monitor these conditions to ensure that TABB is in compliance with the conditions set forth.

**1. PERIOD OF OPERATION**

- a. One (1) day will be allowed during the month of January for league tryouts.
- b. Five (5) days will be allowed during the month of February for scrimmages and a hit-a-thon fundraiser.
- c. Fields will be used during the months of March through July.
- d. Fields may be used on the first two (2) full weekends in August only (Friday, Saturday, and Sunday). Any additional days/weekends in August are not allowed.
- e. No activity will be allowed during the months of September through December.
- f. The league will honor all national holidays with no organized usage at the facility.

**2. FIELD TIME SCHEDULES**

- a. Mondays through Fridays: No play activities before 4:00 p.m. and all play activities must end by 8:00 p.m.
- b. Saturday's: No play activities before 9:00 a.m. and all play activities must end by 7:30 p.m.
- c. Sunday's: No play activities before 12:00 p.m. (noon) and all play activities must end by 7:30 p.m.
- d. All field preparation may begin one (1) hour before play activities are scheduled to begin, and all field and area cleanup will be completed as quickly as possible.
- e. Batting cage hours are limited to the above scheduled times.

**3. ACCESS/TRAFFIC PLAN**

- a. TABB is responsible for ensuring that all gates are opened, closed, and monitored at the appropriate times based on the following:

Gate 1: This gate will remain closed during play activities. It will only be opened periodically for the removal of trash and maintenance of the fields and parking lot.

Gate 2: This will be open for all activities, including games, practices and special events.

Gate 3: This is a pedestrian gate only and will not be opened to vehicular traffic. It will be open for play activities as needed.

Gate 4: This gate will be open for managers, snack shack personnel, umpires, scorekeepers, groundskeepers, and League/Pony officials. Passes will be assigned based on the number of designated parking stalls. These should be no player drop off or pick up through Gate 4.

**4. LIGHTING**

- a. At no time will facilities have any lighting for night activities.

## **5. MAINTENANCE**

- a. TABB is responsible for the maintenance of the fields, field equipment, parking lots, and concession areas.
- b. TABB will provide adequate trash collection and hauling capacity for season opening and closing periods and for any special events that may increase refuse amounts.
- c. TABB will monitor and clear the drain covers in the parking lots.
- d. TABB will store equipment inside a locking, secure container when not in use for play or maintenance. Storage is not permitted on top of or next to enclosed storage.

## **6. PARKING/TRAFFIC PLAN**

- a. Notifications: The Torrance American Boys Baseball will develop a printed notification that will be sent to all participants and homeowners within a 250-foot radius of Doris Way Sump prior to the start of each baseball season that provides information of the TABB parking and traffic plan.

## **7. CITY LOGO AND BRANDING**

- a. TABB will include the City of Torrance logo on all new uniforms issued by TABB. The logo will be a minimum of two (2) inches in diameter and be visible when uniforms are worn.
- b. TABB and CITY will provide decorative branding of storage containers and other structures at PROPERTY to promote TABB and CITY.

## **8. GOOD NEIGHBOR POLICY**

- a. Participants and guests to TABB scheduled activities will be directed to adhere to posted speed limits and drive safely inside and in the vicinity of Doris Way Sump.
- b. Participants and guests to TABB scheduled activities may park vehicles but will be directed to not block residential or commercial driveways.
- c. Participants and guests to TABB scheduled activities will be directed to carpool whenever possible.
- d. Participants and guests to TABB scheduled activities will be directed to keep Doris Way Sump clean and pick up and properly dispose of trash into proper receptacles.
- e. Participants and guests to TABB scheduled activities will be directed to be respectful of the residents surrounding Doris Way Sump.
- f. Participants and guests to TABB scheduled activities will be directed to follow all City park rules.

## **9. COMMUNITY LIAISON**

- a. Torrance American Boys Baseball will be responsible for appointing a Community Liaison that will be the primary contact with the residents in the neighborhood surrounding Doris Way Sump. The Liaison will notify the residents before the start of the season and before any events, e.g. opening day, fundraisers. The Liaison will be the main point of contact for the community if there are questions or concerns regarding the activities of TABB in Doris Way Sump.

**10. CONCESSIONS**

- a. Food and beverage vending will be made by TABB from the concessions stand.
- b. Food and beverage vending from other sources will be allowed only by permission from the City.
- c. Food and beverage vending from other sources will not close or block any Doris Way Sump parking areas or park pathways.

**11. SECURITY DEPOSIT**

- a. TABB will remit to CITY a Security Deposit in the amount of five hundred dollars (\$500.00) with the commencement of this Lease.
- b. In the event of a violation of the terms of this Lease, CITY may make a deduction from the Security Deposit in the amount of fifty dollars (\$50.00). CITY will inform LESSEE of violations or potential violations. LESSEE will be permitted to remedy a violation or potential violation prior to a notice of violation and deduction from the Security Deposit.
- c. LESSEE will maintain a Security Deposit balance in the amount of five hundred dollars (\$500.00) for the lease term.
- d. Upon the end of the lease term, CITY will return the Security Deposit to RLL, less deductions for any violations.
- e. Lease violations include, but are not limited to, the following:
  - i. Excessive trash outside of trash receptacles
  - ii. Unauthorized construction or enhancements to PROPERTY
  - iii. Amplified sound without a City permit
  - iv. Unpermitted food trucks or vending

# LEASE

This Lease made and entered into as of this 1st day of January 2025 by and between the City of Torrance, a municipal corporation, ("CITY"), and the Torrance Little League, a non-profit organization, ("LESSEE").

## 1. PROPERTY

The CITY leases to LESSEE that certain parcel of real property designated as Torrance Little League Fields (1740 Plaza Del Amo), Torrance, CA, "PROPERTY") as depicted in Exhibit 1.

## 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, 2029.
- b. Either party may cancel this Lease on thirty (30) days written notice in the manner provided in paragraph 19.

## 3. RENT

- a. LESSEE will pay the CITY as rent for the PROPERTY the sum of One Dollar (\$1.00) on or before January 1st of each year.
- b. LESSEE will be responsible for the payment of all license fees associated with its use of the PROPERTY.
- c. LESSEE will be responsible for the payment of a security deposit in the manner provided in Exhibit 2.

## 4. UTILITIES

- a. LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY.
- b. LESSEE will be responsible for the payment of water charges, however, LESSEE will be responsible for paying an amount of the average monthly water usage charges not-to-exceed 60% in 2025; 70% in 2026; 80% in 2027; 90% in 2028; and 100% in 2029.

## 5. USE

- a. The PROPERTY will be used by LESSEE solely for the purpose of maintaining the three baseball fields, three batting cages, bleachers, and other improvements and facilities, as are necessary for the operation of ball fields. Any other use of the PROPERTY must be pre-approved in writing by the Community Services Director. LESSEE must abide by the following:
  - i. No admission charge may be imposed on spectators.
  - ii. 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.
  - iii. Artificial lights may not be used on the PROPERTY.
  - iv. All ball games on the PROPERTY must be played solely by persons eighteen years of age or under.

## 6. USE BY THE CITY

- a. LESSEE will notify the CITY as provided in paragraph 19 whenever the PROPERTY will be used by LESSEE. All periods of LESSEE' s use must be identified by the LESSEE, including start and end dates of each season/ league. The CITY reserves the right to operate the PROPERTY as a public recreation facility during periods not identified by the LESSEE.

#### 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

- a. LESSEE may not alter any improvements whatsoever on the PROPERTY including, but not limited to, the two (2) baseball fields, without first having secured approval of the plans from the Community Services Director 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 onstreet 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 carpools 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 offstreet parking facilities as may be available to LESSEE, to ensure that vehicles leaving such parking facilities will do so in a safe and orderly manner, minimizing noise, traffic congestion and dust.
- c. LESSEE agrees to provide the Community Services Director with a Traffic Plan outlining the efforts of LESSEE to limit the impacts described above. The Traffic Plan will be reviewed and approved by the Director or designee, and will be kept on file at all times by CITY and LESSEE.

#### 10. MAINTENANCE

At its own expense, LESSEE will:



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

- a. No signs or advertising matter may be erected on the PROPERTY without the prior written consent of the 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

- a. 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

- a. 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, its 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 for the duration of the Agreement at their sole expense the following insurance, which will be full coverage, not subject to self-insurance provisions:
  1. Automobile Liability, if applicable, 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 \$2,000,000 per occurrence and \$4,000,000 aggregate.

If the Commercial General Liability Policy does not cover or has an exclusion of sexual and physical abuse and/ or molestation, a separate policy to cover this exposure will be required with \$1,000,000 per claim and \$5,000,000 aggregate.

  3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of \$1,000,000 per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the LESSEE, its employees, agents and subcontractors.
- b. The insurance provided by LESSEE will be primary and non-contributory.
- c. CITY ("City of Torrance"), the Successor Agency to the Former Redevelopment Agency of the 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 including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating

appropriate coverage, 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.
- f. If LESSEE maintains broader coverage and/ or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- g. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the LESSEE.
- h. LESSEE hereby grants to CITY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the CITY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

#### 16. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the LESSEE agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that LESSEE will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

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LESSEE will submit an Annual Report to the Community Services Department of the CITY on or before October 30th of each year. The report will include a summary of the following:

- a) Registration numbers for the spring, all-star, and fall seasons;
- b) A list of activities that took place on the property during the year;
- c) A list of any complaints received from the neighborhood/ residents along with LESSEE's responses; and
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#### 18. 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.

#### 19. 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 Little League  
P.O. Box 133  
Torrance, CA 90504

CITY:

City Clerk  
3031 Torrance Boulevard  
Torrance, CA 90503  
(310) 618-2931 FAX

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service. Any party may change its address of fax number by giving the other party notice of the change in any manner permitted by this Agreement.

## 20. 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 its City Council as additional insured's on any and all certificates of insurance required by the CITY.

#### 21. 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.

#### 22. 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.

#### 23. 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.

#### 24. 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.

#### 25. 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 20.

#### 26. 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 facilities and improvements made to the PROPERTY during the term hereof are, and shall continue to be, the property of CITY. In particular, the facilities and improvements owned by CITY include, but are not limited to, baseball fields with dugouts, backstops, fences, scoreboards, spectator bleachers, landscaping, batting

cages, concessions and restroom buildings, and other appurtenances. Temporary structures, stored inventory and other appurtenances shall be removed by LESSEE at any time prior to or at the expiration of this Lease. In particular, temporary structures, stored inventory and other appurtenances include, but are not limited to, storage containers, field equipment, playing equipment, signs and banners, concessions supplies, restroom supplies, field maintenance equipment and supplies.

#### 27. 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.

#### 28. WAIVER OF BREACH

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

#### 29. 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.

#### 30. 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.

#### 31. 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

\_\_\_\_\_  
George K. Chen, Mayor

By: \_\_\_\_\_  
President,  
Torrance Little League

ATTEST:

\_\_\_\_\_  
Rebecca Poirier, MMC  
City Clerk

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN  
City Attorney

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

Attachments:	Exhibit 1	Site Map
	Exhibit 2	Special Conditions



Baseball Organization	Location	Address
Torrance Little League (TLL)	Former Landfill Site	1740 Plaza Del Amo



**Torrance Little League**

Exhibit 2

**Special Conditions**

The following special conditions to the Torrance Little League (TLL) lease outline the agreed upon methods of operation in the conduct of the TLL held in Torrance Little League Fields. The City and TLL will monitor these conditions to ensure that TLL is in compliance with the conditions set forth.

**1. PERIOD OF OPERATION**

- a. The league will honor all national holidays with no organized usage at the facility.

**2. MAINTENANCE**

- a. TLL is responsible for the maintenance of the fields, field equipment, and concession areas.
- b. TLL will provide adequate trash collection and hauling capacity for season opening and closing periods and for any special events that may increase refuse amounts.
- c. TLL will store equipment inside a locking, secure container when not in use for play or maintenance. Storage is not permitted on top of or next to enclosed storage.

**3. PARKING/TRAFFIC PLAN**

- a. Notifications: The Torrance Little League will develop a printed notification that will be sent to all participants and homeowners within a 250-foot radius of Torrance Little League Fields prior to the start of each baseball season that provides information of the TLL parking and traffic plan.

**4. GOOD NEIGHBOR POLICY**

- a. Participants and guests to TLL scheduled activities will adhere to posted speed limits and drive safely inside and in the vicinity of Torrance Little League Fields.
- b. Participants and guests to TLL scheduled activities will be directed to park vehicles but will not block residential or commercial driveways.
- c. Participants and guests to TLL scheduled activities will be directed to carpool whenever possible.
- d. Participants and guests to TLL scheduled activities will be directed to keep Torrance Little League Fields clean and will pick up and properly dispose of trash into proper receptacles.
- e. Participants and guests to TLL scheduled activities will be directed to be respectful of the residents surrounding Torrance Little League Fields.
- f. Participants and guests to TLL scheduled activities will be directed to follow all City park rules.

**5. CITY LOGO AND BRANDING**

- a. TLL will include the City of Torrance logo on all new uniforms issued by TLL. The logo will be a minimum of two (2) inches in diameter and be visible when uniforms are worn.
- b. TLL and CITY will provide decorative branding of storage containers and other structures at PROPERTY to promote TLL and CITY.

**6. COMMUNITY LIAISON**

- a. Torrance Little League will be responsible for appointing a Community Liaison that will be the primary contact with the residents in the neighborhood surrounding Torrance Little League

Fields. The Liaison will notify the residents before the start of the season and before any events, e.g. opening day, fundraisers. The Liaison will be the main point of contact for the community if there are questions or concerns regarding the activities of TLL in Torrance Little League Fields.

## **7. CONCESSIONS**

- a. Food and beverage vending will be made by TLL from the concessions stand.
- b. Food and beverage vending from other sources will be allowed only by permission from the City.
- c. Food and beverage vending from other sources will not close or block any Torrance Little League parking areas or park pathways.

## **8. SECURITY DEPOSIT**

- a. TLL will remit to CITY a Security Deposit in the amount of five hundred dollars (\$500.00) with the commencement of this Lease.
- b. In the event of a violation of the terms of this Lease, CITY may make a deduction from the Security Deposit in the amount of fifty dollars (\$50.00). CITY will inform LESSEE of violations or potential violations. LESSEE will be permitted to remedy a violation or potential violation prior to a notice of violation and deduction from the Security Deposit.
- c. LESSEE will maintain a Security Deposit balance in the amount of five hundred dollars (\$500.00) for the lease term.
- d. Lease violations include, but are not limited to, the following:
  - i. Excessive trash outside of trash receptacles
  - ii. Unauthorized construction or enhancements to PROPERTY
  - iii. Amplified sound without a City permit

# LEASE

This Lease made and entered into as of this 1st day of January 2025 by and between the City of Torrance, a municipal corporation, ("CITY"), and the West Torrance Little League, a non-profit organization, ("LESSEE").

## 1. PROPERTY

The CITY leases to LESSEE that certain parcel of real property designated as Entradero Park Little League Fields (5500 Towers St.), Torrance, CA, "PROPERTY") as depicted in Exhibit 1.

## 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, 2029.

b) Either party may cancel this Lease on thirty (30) days written notice in the manner provided in paragraph 19.

## 3. RENT

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

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

c) LESSEE will be responsible for the payment of a security deposit in the manner provided in Exhibit 2.

## 4. UTILITIES

a) LESSEE will be responsible for the payment of all electrical charges associated with the PROPERTY.

b) LESSEE will be responsible for the payment of water charges, however, LESSEE will be responsible for paying an amount of the average monthly water usage charges not-to-exceed 60% in 2025; 70% in 2026; 80% in 2027; 90% in 2028; and 100% in 2029.

## 5. USE

a) The PROPERTY will be used by LESSEE solely for the purpose of maintaining the five baseball fields, two batting cages, bleachers, and other improvements and facilities, including without limitation, artificial lighting, as are necessary for the operation of ball fields. Any other use of the PROPERTY must be pre-approved in writing by the Community Services Director. LESSEE must abide by the following:

i) No admission charge may be imposed on spectators.

ii) 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.

iii) Artificial lights may not be used on the PROPERTY.

iv) 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 19 whenever the PROPERTY will be used by LESSEE. All periods of LESSEE's use must be identified by the LESSEE, including start and end dates of each season/ league. The CITY reserves the right to operate the PROPERTY as a public recreation facility during periods not identified by the LESSEE.

#### 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 five (5) baseball fields, without first having secured approval of the plans from the Community Services Director and the City. 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 onstreet 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 carpools 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 offstreet parking facilities as may be available to LESSEE, to ensure that vehicles leaving such parking facilities will do so in a safe and orderly manner, minimizing noise, traffic congestion and dust.

c) LESSEE agrees to provide the Community Services Director with a Traffic Plan outlining the efforts of LESSEE to limit the impacts described above. The Traffic Plan will be reviewed and approved by the Director or designee, and will be kept on file at all times by CITY and LESSEE.

#### 10. MAINTENANCE

At its own expense, LESSEE will:

- a) Maintain all improvements erected upon the PROPERTY in good order and repair and may modify or remodel them from time to time with the consent of the Community Services Director.
- 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 Community Services Director.
- 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 Services 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 Services Director.
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b) LESSEE will indemnify, defend, and hold harmless CITY, its 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.

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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 \$2,000,000 per occurrence and \$4,000,000 aggregate. If the Commercial General Liability Policy does not cover or has an exclusion of sexual and physical abuse and/ or molestation, a separate policy to cover this exposure will be required with \$1,000,000 per claim and \$5,000,000 aggregate.

3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of \$1,000,000 per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the LESSEE, its employees, agents and subcontractors.

b) The insurance provided by LESSEE will be primary and non-contributory.

c) CITY ("City of Torrance"), the Successor Agency to the Former Redevelopment Agency of the 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 including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of the lease.

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f) If LESSEE maintains broader coverage and/ or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

g) The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the LESSEE.

h) LESSEE hereby grants to CITY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the CITY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

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

Addresses for purpose of giving notice are as follows:

LESSEE:

West Torrance Little League  
P.O. Box 3334  
Torrance, CA 90510

CITY:

City Clerk  
3031 Torrance Boulevard  
Torrance, CA 90503  
(310) 618-2931 FAX

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service. Any party may change its address of fax number by giving the other party notice of the change in any manner permitted by this Agreement.



## 20. 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 its City Council as additional insured's on any and all certificates of insurance required by the CITY.

## 21. 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.

## 22. 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.

## 23. 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.

## 24. 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.

## 25. 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 20.

#### 26. 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 facilities and improvements made to the PROPERTY during the term hereof are, and shall continue to be, the property of CITY. In particular, the facilities and improvements owned by CITY include, but are not limited to, baseball fields with dugouts, backstops, fences, scoreboards, spectator bleachers, landscaping, batting cages, concessions and restroom buildings, and other appurtenances. Temporary structures, stored inventory and other appurtenances shall be removed by LESSEE at any time prior to or at the expiration of this Lease. In particular, temporary structures, stored inventory and other appurtenances include, but are not limited to, storage containers, field equipment, playing equipment, signs and banners, concessions supplies, restroom supplies, field maintenance equipment and supplies.

#### 27. 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.

#### 28. WAIVER OF BREACH

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

#### 29. 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.

#### 30. 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.

#### 31. 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

\_\_\_\_\_  
George K. Chen, Mayor

By: \_\_\_\_\_  
President,  
West Torrance Little League

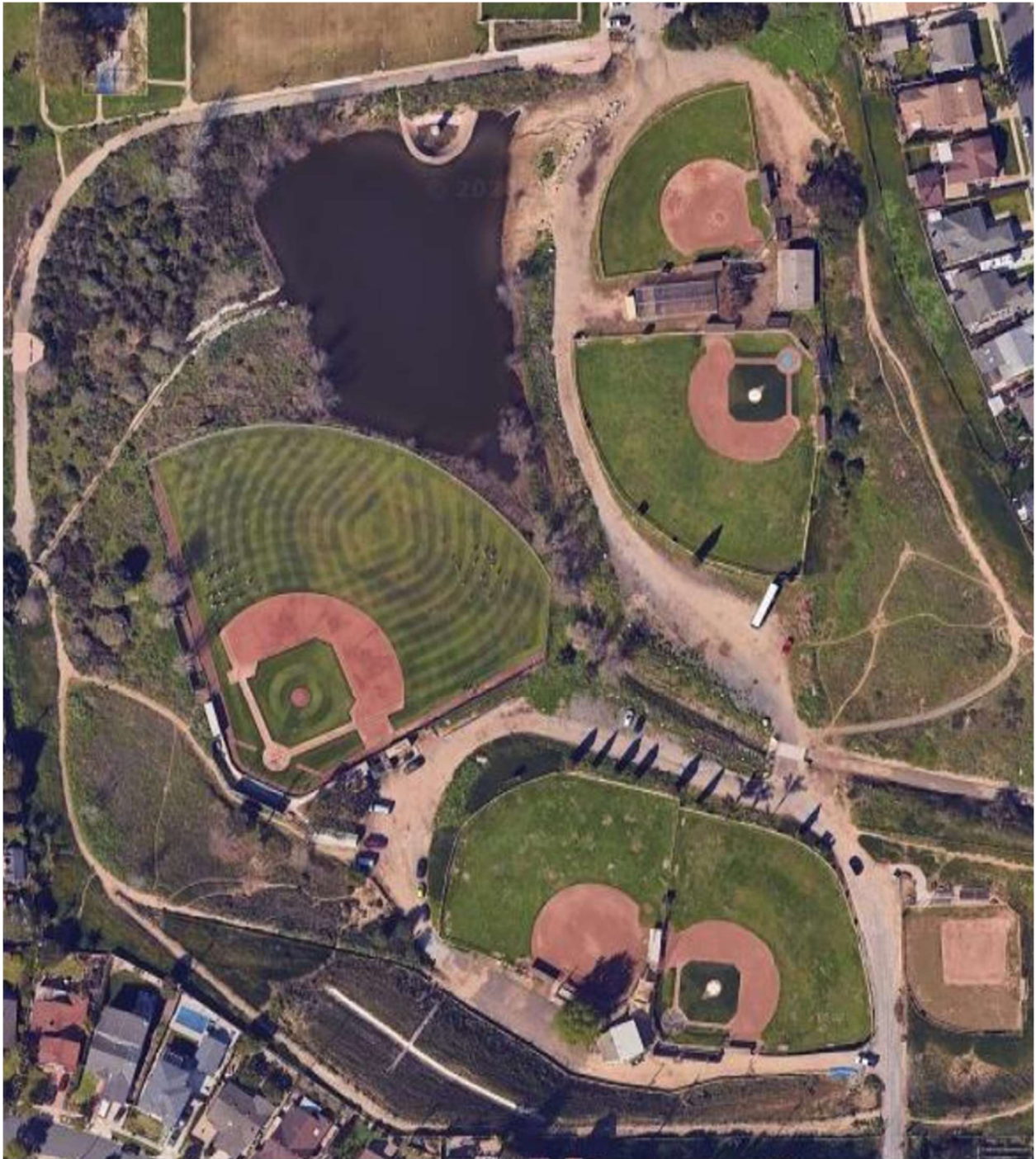
ATTEST:

\_\_\_\_\_  
Rebecca Poirier, MMC  
City Clerk

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN  
City Attorney

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

Attachments:	Exhibit 1	Site Map
	Exhibit 2	Special Conditions



Baseball Organization	Location	Address
West Torrance Little League (WTLL)	Entradero Park	Entradero Park 5500 Towers Street

**West Torrance Little League**

Exhibit 2

**Special Conditions**

The following special conditions to the West Torrance Little League (WTLL) lease outline the agreed upon methods of operation in the conduct of the WTLL held in Entradero Park Little League Fields. The City and WTLL will monitor these conditions to ensure that WTLL is in compliance with the conditions set forth.

**1. PARKING/TRAFFIC PLAN**

Gates: 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 PROPERTY.

Notifications: The West Torrance Little League will develop a flyer that will go to all participants and homeowners surrounding Entradero Park prior to the start of each baseball season informing them of the West Torrance Little League Parking/Traffic Plan.

Traffic Flow: All vehicles will enter from Halison Street and exit on to Towers Street.

**2. PERIOD OF OPERATION**

- a. The league will honor all national holidays with no organized usage at the facility.

**3. MAINTENANCE**

- a. WTLL is responsible for the maintenance of the fields, field equipment, batting cages and concession areas.
- b. WTLL will provide adequate trash collection and hauling capacity for season opening and closing periods and for any special events that may increase refuse amounts.
- c. WTLL will store equipment inside a locking, secure container when not in use for play or maintenance. Storage is not permitted on top of or next to enclosed storage.

**4. GOOD NEIGHBOR POLICY**

- a. Participants and guests to WTLL scheduled activities will be directed to adhere to posted speed limits and drive safely inside and in the vicinity of Entradero Park Little League Fields.
- b. Participants and guests to WTLL scheduled activities will be directed to park vehicles but will not block residential or commercial driveways.
- c. Participants and guests to WTLL scheduled activities will be directed to carpool whenever possible.
- d. Participants and guests to WTLL scheduled activities will be directed to keep Entradero Park Little League Fields clean and will pick up and properly dispose of trash into proper receptacles.
- e. Participants and guests to WTLL scheduled activities will be directed to be respectful of the residents surrounding Entradero Park Little League Fields.
- f. Participants and guests to WTLL scheduled activities will be directed to follow all City park rules.

**5. CITY LOGO AND BRANDING**

- a. WTLL will include the City of Torrance logo on all new uniforms issued by WTLL. The logo will be a minimum of two (2) inches in diameter and be visible when uniforms are worn.
- b. WTLL and CITY will provide decorative branding of storage containers and other structures at PROPERTY to promote WTLL and CITY.

#### **6. COMMUNITY LIAISON**

- a. West Torrance Little League will be responsible for appointing a Community Liaison that will be the primary contact with the residents in the neighborhood surrounding Entradero Park Little League Fields. The Liaison will notify the residents before the start of the season and before any events, e.g. opening day, fundraisers. The Liaison will be the main point of contact for the community if there are questions or concerns regarding the activities of WTLL in Entradero Park Little League Fields.

#### **7. CONCESSIONS**

- a. Food and beverage vending will be made by WTLL from the concessions stand.
- b. Food and beverage vending from other sources will be allowed only by permission from the City.
- c. Food and beverage vending from other sources will not close or block any Entradero Park Little League parking areas or park pathways.

#### **8. SECURITY DEPOSIT**

- a. WTLL will remit to CITY a Security Deposit in the amount of five hundred dollars (\$500.00) with the commencement of this Lease.
- b. In the event of a violation of the terms of this Lease, CITY may make a deduction from the Security Deposit in the amount of fifty dollars (\$50.00). CITY will inform LESSEE of violations or potential violations. LESSEE will be permitted to remedy a violation or potential violation prior to a notice of violation and deduction from the Security Deposit.
- c. LESSEE will maintain a Security Deposit balance in the amount of five hundred dollars (\$500.00) for the lease term.
- d. Lease violations include, but are not limited to, the following:
  - i. Excessive trash outside of trash receptacles
  - ii. Unauthorized construction or enhancements to PROPERTY
  - iii. Amplified sound without a City permit