



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
NOVEMBER 19, 2018 – 6:00 PM
CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin
Vice Mayor Antonio Lopez
Councilmember Jaime Soto
Councilmember Joel Fajardo
Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Led by Students of the Month

APPROVAL OF AGENDA

PRESENTATIONS

- a) CERTIFICATES OF RECOGNITION – STUDENTS OF THE MONTH (NOVEMBER)
- VERONICA EROZA – NUEVA ESPERANZA CHARTER ACADEMY
 - GIANMARCO CARDENAS – ArTES HIGH SCHOOL
- Education Commissioner Chair David Govea
- b) CERTIFICATE OF RECOGNITION – TRANSPORTATION AND SAFETY COMMISSIONER DAVID BERNAL
Councilmember Joel Fajardo

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same

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rules of order and decorum applicable to the City Council ([SF Procedural Manual](#)). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

CITY COUNCIL - LIAISON UPDATES**CONSENT CALENDAR**

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

- 1) REQUEST TO APPROVE THE MINUTES OF OCTOBER 29, 2018 – SPECIAL MEETING**
- 2) CONSIDERATION TO ADOPT RESOLUTION NOS. 18-111 AND 18-112 APPROVING THE WARRANT REGISTERS OF NOVEMBER 5, 2018 AND NOVEMBER 19, 2018, RESPECTIVELY**

Recommend that the City Council:

- a. Adopt Resolution No. 18-111 approving the Warrant Register dated November 5, 2018;
and
- b. Adopt Resolution No. 18-112 approving the Warrant Register dated November 19, 2018.

- 3) CONSIDERATION TO APPROVE LEASE AND MEMORANDUM OF LEASE WITH SAN FERNANDO COMMUNITY HOSPITAL, DBA SAN FERNANDO COMMUNITY HEALTH CENTER, FOR THE CITY-OWNED PROPERTY AT 732 MOTT STREET**

Recommend that the City Council:

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- a. Approve a Lease (Contract No. 1898) and Memorandum of Lease by and between the City of San Fernando and San Fernando Community Hospital, dba San Fernando Community Health Center for the City-owned Property at 732 Mott Street; and
- b. Authorize the City Manager to execute all related documents.

4) CONSIDERATION TO APPROVE CIRCULATION OF A NOTICE INVITING BIDS FOR PROGRAM MANAGEMENT SERVICES FOR SAN FERNANDO'S OPEN STREETS FESTIVAL

Recommend that the City Council approve the circulation of a Notice Inviting Bids soliciting Program Management Services for the San Fernando's Open Streets Festival.

ADMINISTRATIVE REPORTS**5) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING A MEASURE "A" COMMUNITY ADVISORY COMMITTEE**

Recommend that the City Council:

- a. Discuss the proposed composition, duties, and by-laws of the Measure "A" Community Advisory Committee;
- b. Adopt Resolution No. 7895 establishing the Measure "A" Community Advisory Committee (Committee); and
- c. Authorize the City Manager to advertise and solicit applications from interested parties to serve on the Committee upon certification of affirmative election results for Measure "A."

6) CONSIDERATION TO APPROVE USE OF CITY LETTERHEAD FOR LETTERS INVITING LOCAL SCHOOL PRINCIPALS TO A BRUNCH EVENT AND SEEKING DONATIONS FROM LOCAL BUSINESSES FOR MONTHLY STUDENT OF THE MONTH RECIPIENTS

Recommend that the City Council allow the Education Commission to use City letterhead for letters inviting local school principals to a brunch event in January 2019 and for seeking donations from businesses for Student of the Month recipients.

7) DISCUSSION REGARDING SPONSORING A RECORD EXPUNGEMENT CLINIC AT RECREATION PARK

This item is placed on the agenda by Councilmember Robert C. Gonzales.

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8) ALLOCATION AND DISTRIBUTION OF INDEPENDENT CITIES FINANCE AUTHORITY'S COMMUNITY OUTREACH PROGRAM FUNDS FOR LAS PALMAS PARK SENIOR CLUB PROGRAM, EDUCATION COMMISSION SCHOLARSHIPS, AND FEE WAIVERS FOR NON-PROFIT ORGANIZATIONS

This item is placed on the agenda by Mayor Sylvia Ballin.

9) DISCUSSION REGARDING PROPOSED INCREASE TO COMMISSIONER STIPEND

This item is placed on the agenda by Mayor Sylvia Ballin and Vice Mayor Antonio Lopez.

10) CONSIDERATION TO ADOPT A RESOLUTION SUPPORTING THE PROTECTION OF THE COMMUNITY REINVESTMENT ACT

This item is placed on the agenda by Mayor Sylvia Ballin.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS****ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Elena G. Chávez, CMC

City Clerk

Signed and Posted: November 15, 2018 (3:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 29, 2018 – 6:00 P.M.
SPECIAL MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:00 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez and Councilmembers Robert C. Gonzales (walked in immediately following roll call) and Joel Fajardo

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Councilmember Soto

PLEDGE OF ALLEGIANCE

Led by Police Chief Anthony Vairo

APPROVAL OF AGENDA

Motion by Vice Mayor Lopez, seconded by Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

DECORUM AND ORDER

Assistant City Attorney Padilla provided a brief summary of the rules.

PUBLIC STATEMENTS – WRITTEN/ORAL

Mary Mendoza expressed disappointment with the San Fernando Police Department who are members of the San Fernando Police Association regarding a violent campaign mailer that went out a few weeks ago depicting a picture of a guillotine against one of the candidates.

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CONSENT CALENDAR

Motion by Vice Mayor Lopez, seconded by Councilmember Gonzales, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE THE MINUTES OF OCTOBER 15, 2018 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPOINTING YAZDAN T. EMRANI TO THE METROPOLITAN WATER DISTRICT'S BOARD OF DIRECTORS
- 3) CONSIDERATION TO APPROVE THE PURCHASE OF A 2019 DODGE CHARGER DETECTIVE POLICE VEHICLE
- 4) CONSIDERATION TO APPROVE REQUEST FOR PROPOSALS (RFP) FOR CATERED ALCOHOL BEVERAGE SERVICES AND A REQUEST FOR QUALIFICATIONS (RFQ) FOR SECURITY GUARD SERVICES
- 5) CONSIDERATION TO APPROVE THE INSTALLATION OF SPEED HUMPS ON ALLEY NORTH OF SAN FERNANDO ROAD BETWEEN MACLAY AVENUE AND BRAND BOULEVARD

ADMINISTRATIVE REPORTS

- 6) PARKING ENFORCEMENT UPDATE

Police Chief Vairo introduced Police Sergeant Peter Aguirre who gave a brief update. Both replied to questions from Councilmembers.

Update only; no action taken.

RECESS TO CLOSED SESSION (6:18 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by Assistant City Attorney Padilla:

A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiators:

City Manager Alexander P. Meyerhoff

Deputy City Manager/Director of Finance Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Employees and Employee Bargaining Units that are the Subject of Negotiation:

San Fernando Management Group (SEIU, Local 721)

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San Fernando Public Employees' Association (SEIU, Local 721)
 San Fernando Police Officers Association
 San Fernando Police Officers Association Police Management Unit
 San Fernando Police Civilian Association
 San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
 All Unrepresented Employees

B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: 732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive,
 City of San Fernando

Agency Negotiator: City Manager Alexander P. Meyerhoff, Lead Negotiator
 Deputy City Manager/Director of Finance Nick Kimball
 City Attorney Rick Olivarez
 Assistant City Attorney Richard Padilla

Negotiating Parties: San Fernando Community Health Center

- Audrey Simons, Chief Executive Officer
 Partners in Care Foundation
- June Simmons, President/Chief Executive Officer

Under Negotiation: Price and Terms of Payment as it Relates to Leasing of Real Property

C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: 208 Park Avenue, San Fernando, CA 91340

City Negotiators: City Manager Alexander P. Meyerhoff
 Director of Recreation & Community Services Julian J. Venegas

Negotiating Parties: Doug Decauwer of Assurance Realty on behalf of Sprint Wireless

Under Negotiation: Price and terms of payment as relates to possible lease or license for
 25' x 25' area portion of the subject property

RECONVENE /REPORT OUT FROM CLOSED SESSION (7:04 P.M.)

Assistant City Attorney Padilla reported the following:

Item A – A general update was provided by Deputy City Manager/Director of Finance Nick Kimball but no final action was taken.

Items B & C – A general update was provided by Director of Community Development Tim Hou but no final action was taken.

Mr. Padilla reported that Councilmember Fajardo was present for Items B and C, but did not participate for the entirety of Item A.

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ADJOURNMENT (7:04 P.M.)

Motion by Councilmember Fajardo, seconded by Vice Chair Lopez, to adjourn. By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 29, 2018, meeting as approved by the San Fernando City Council.

*Elena G. Chávez, CMC
City Clerk*

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Deputy City Manager/Director of Finance

Date: November 19, 2018

Subject: Consideration to Adopt Resolution No's 18-111 and 18-112 Approving the Warrant Registers of November 5, 2018 and November 19, 2018, Respectively

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 18-111 (Attachment "A") approving the Warrant Register dated November 5, 2018; and
- b. Adopt Resolution No. 18-112 (Attachment "B") approving the Warrant Register dated November 19, 2018.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Deputy City Manager/Director of Finance hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Deputy City Manager/Director of Finance hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

Consideration to Adopt Resolution Nos. 18-111 and 18-112 Approving the Warrant Registers of November 5, 2018 and November 19, 2018, RespectivelyPage 2 of 4

There are two Warrant Registers attached due to the lack of a formal City Council meeting on November 5, 2018. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 and the memorandum provided to the City Treasurer approving the release of the Warrant is attached to this report (Attachments "C" & "D").

ATTACHMENTS:

- A. Resolution No. 18-111
- B. Resolution No. 18-112
- C. Resolution No. 6212 (August 3, 1992)
- D. Memorandum Approving Release of Warrant Register (November 5, 2018)

ATTACHMENT "A"**RESOLUTION NO. 18-111****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 18-111****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 19th day of November, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of November, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist 10/31/2018 3:38:00PM		Voucher List CITY OF SAN FERNANDO				Page: 1
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212120	11/5/2018	892552 A & M CATERING, INC.	101018-DEP		DEP-SENIOR CLUB THANKSGIVING 004-2380	2,178.00
					Total :	2,178.00
212121	11/5/2018	892552 A & M CATERING, INC.	101018-FINAL		FINAL PYMNT-SENIOR CLUB THANKSC 004-2380	2,178.00
					Total :	2,178.00
212122	11/5/2018	891587 ABLE MAILING INC.	28738	11802	MAILING & FULFILLMENT SERVICES-O 072-360-0000-4300	89.54
			28739	11802	070-382-0000-4300	89.54
					WATER ENV STORAGE FEE-SEPT 2018 070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					Total :	204.08
212123	11/5/2018	100066 ADS ENVIRONMENTAL SERVICES,INC	22291.22-0918	11718	SEPT-WASTEWATER FLOW MONITORII 072-360-0000-4260	910.00
					Total :	910.00
212124	11/5/2018	888356 ADVANCED AUTO REPAIR	1287	11883	VEHICLE REPAIRS AND BODY WORK C 041-320-0370-4400	20,679.28
			1296	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0224-4400	387.00
			1298	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0225-4400	352.50
					Total :	21,418.78
212125	11/5/2018	891969 ADVANCED PURE WATER SOLUTIONS	36495711-1118		DRINKING WATER 001-222-0000-4300	101.82
					Total :	101.82
212126	11/5/2018	892028 AHUMADA, ALEJANDRA	REIMB.		MILEAGE REIMB-WORK RELATED 001-420-0000-4390	60.61
					Total :	60.61

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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212127	11/5/2018	887377 AKEMON, DOLORES	OCT 2018		COMMISSIONER'S STIPEND 001-310-0000-4111	50.00
					Total :	50.00
212128	11/5/2018	892592 ALL AMERICAN ASPHALT	070-2714		DEP REFUND-CONST. MTR @ 100-400 070-2714	882.58
					Total :	882.58
212129	11/5/2018	100130 ALMANZA, LAURA	REIMB.		SENIOR CLUB REIMB FOR ITEMS PURC 004-2380	60.00
					Total :	60.00
212130	11/5/2018	100172 AMERICAN RED CROSS	22139042		ADULT FIRST AID/CPR/AED TRAINING 006-190-0000-4300	3,250.00
					Total :	3,250.00
212131	11/5/2018	888321 ARRIZON, FRANCISCO	OCT 2018		COMMISSIONER'S STIPEND 001-310-0000-4111	50.00
					Total :	50.00
212132	11/5/2018	892772 ARSENAL TOOL, LLC	31321		COMPACTOR REPAIR 070-385-0000-4600	560.79
					Total :	560.79
212133	11/5/2018	102530 AT & T	818-270-2203		PD NETWORK LINE-OCT'18 001-222-0000-4220	215.16
					Total :	215.16
212134	11/5/2018	889037 AT&T MOBILITY	287277903027X0908201		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	140.49
					Total :	140.49
212135	11/5/2018	889942 ATHENS SERVICES	5689920	11839	STREET SWEEPING SERVICES-OCT 20 011-311-0000-4260	12,249.41
				11839	001-343-0000-4260	2,299.89
					Total :	14,549.30
212136	11/5/2018	892252 AYALA, JUANA	2000145.003		PARTIAL REFUND-SENIOR TRIP	

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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212136	11/5/2018	892252 AYALA, JUANA	(Continued)		004-2383	20.00
					Total :	20.00
212137	11/5/2018	889913 BALLIN, SYLVIA	REIMB.		CIF REIMB-LP SENIORS MTG REFRESH	
					053-101-0101-4430	129.11
					Total :	129.11
212138	11/5/2018	892426 BEARCOM	4738442	11807	COMPUTER MAINTENANCE CONTRAC	
					001-135-0000-4260	7,388.55
					Total :	7,388.55
212139	11/5/2018	892014 BERNAL, DAVID	OCT 2018		COMMISSIONER'S STIPEND	
					001-310-0000-4111	50.00
					Total :	50.00
212140	11/5/2018	892013 BERNSTEIN, DIANA	OCT 2018		ALL ABILITIES ART CLASS INSTRUCTO	
					017-420-1343-4260	320.00
					Total :	320.00
212141	11/5/2018	888800 BUSINESS CARD	090118		ANNUAL MEMBERSHIP FEE	
			090718		001-190-0000-4450	18.00
			090818-1		RGSTR-ANNUAL CONF ON 01/08-01/11	
			090818-2		001-130-0000-4370	370.00
			091818		LODGING-RGSTR-ANNUAL CONF ON	
			092118		001-130-0000-4370	255.99
			092618		LODGING-RGSTR-ANNUAL CONF ON	
			092818		001-130-0000-4370	255.99
			092918		KEYBOARD COVER W/KICKSTAND KIT	
					070-384-0000-4260	309.30
					GFOA AWARD FEE-BUDGET PRES AW#	
					001-130-0000-4300	330.00
					LODGING-POST SBSLI CLASS 418 TR#	
					001-225-0000-4370	321.42
					KEYBOARD COVER W/KICKSTAND KIT	
					070-384-0000-4260	309.30
					POSTAGE-RESPONSES TO RECOMME	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212141	11/5/2018	888800 BUSINESS CARD	(Continued)		001-222-0000-4300	24.70
			100118		POSTS BOOST-5K & DIA DE LOS MUER	
			100318		001-420-0000-4260	24.98
			100318		DINNER FOR CC & STAFF-CC MTG 10/1	
			100418		001-101-0000-4300	58.10
			100418		ANNUAL CONF-WOMEN LEADERS IN L	
			101018		001-225-0000-4360	250.00
			101118		EMAIL & MKTG SUBSCRIPTION	
			101118		001-105-0000-4260	500.00
			101518		EMAIL & MKTG SUBSCRIPTION	
			101718		001-420-0000-4260	231.50
			101818		COPY PAPER	
			101818		001-222-0000-4300	223.15
			101818		RGSTR-ANNUAL CONF ON 01/08-01/11	
			101818		001-130-0000-4370	370.00
			101818		PROCLAMATION FRAMES	
			101818		001-101-0000-4300	98.48
			101818		BUS-SFHS TO SF VALLEY ARTS & CULT	
			101818		007-440-0443-4260	646.50
			101818		DINNER FOR CC & STAFF-CC MTG 10/1	
			101818		001-101-0000-4300	58.10
			101818		CONF REGISTRATION	
			101818		001-420-0000-4360	100.98
			101818		MARKERS FOR CERTS	
			101818		001-101-0000-4300	7.52
			101818		BIBS FOR 5K	
			101818		017-420-1395-4300	331.49
					Total :	5,095.50
212142	11/5/2018	892464 CANON FINANCIAL SERVICES, INC	19330712	11827	CANON COPIERS LEASE PAYMENT-OC	
					001-135-0000-4260	649.93
					Total :	649.93
212143	11/5/2018	892465 CANON SOLUTIONS AMERICA, INC.	4027163291	11828	COPIER MONTHLY RATES AND OVERA	
			4027239015		001-135-0000-4260	1,611.10
					COPIER MONTHLY RATES AND OVERA	
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212143	11/5/2018	892465 CANON SOLUTIONS AMERICA, INC.	(Continued)	11828	001-135-0000-4260	1,062.72
			4027330899	11817	SRO PRINTER MAINT. & COPIES-07/05	326.48
					001-135-0000-4260	326.48
					Total :	3,000.30
212144	11/5/2018	103619 CARL WARREN & CO.	1857204		LEGAL SERVICES	750.00
					006-190-0000-4800	750.00
					Total :	750.00
212145	11/5/2018	887917 CHIASSON, COURTNEY JAMES	TRAVEL		PER DIEM-POST SBSLI CLASS 418	105.00
					001-225-0000-4370	105.00
					Total :	105.00
212146	11/5/2018	893033 CHILDREN'S HOSPITAL	FY 18-19		CIF: PATIENT MEDICAL TREATMENTS	2,000.00
					053-101-0107-4430	2,000.00
					Total :	2,000.00
212147	11/5/2018	103029 CITY OF SAN FERNANDO	1163-1220		REIMB. TO WORKER'S COMP ACCT	17,021.49
					006-1038	17,021.49
					Total :	17,021.49
212148	11/5/2018	100805 COOPER HARDWARE INC.	113272	11872	MISCELLANEOUS SUPPLIES	8.09
			113297	11872	070-383-0301-4300	141.56
			113334	11872	MISCELLANEOUS SUPPLIES	35.00
			113367	11872	001-370-0301-4300	24.08
			113382	11872	MISCELLANEOUS SUPPLIES	9.89
			113485	11872	070-383-0301-4300	74.50
					001-311-0000-4300	74.50
					Total :	293.12
212149	11/5/2018	892687 CORE & MAIN LP	J560495		WATER & FIRE SERVICE MATERIALS	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212149	11/5/2018	892687 CORE & MAIN LP	(Continued)	11842	070-383-0301-4300	883.69
					Total :	883.69
212150	11/5/2018	892937 CORONA, AIDEE	09/10/18-10/18/18		CARDIO DANCE INSTRUCTOR	180.00
					017-420-1322-4260	180.00
					Total :	180.00
212151	11/5/2018	889216 CSI FORENSIC SUPPLY	60304A		HANDGUN BOXES	93.65
					001-222-0000-4300	93.65
					Total :	93.65
212152	11/5/2018	103794 CSUN/ CENTER FOR	103SFV	11542	GIS SERVICES	810.00
					070-383-0000-4270	810.00
					Total :	810.00
212153	11/5/2018	103868 DAVID EVANS & ASSOCIATES, INC	428689	11727	DESIGN SERVICES FOR SRTS CYCLE	12,020.00
			428691	11728	012-311-0552-4600	6,382.50
					DESIGN SERVICES FOR SRTS CYCLE :	6,382.50
					012-311-0553-4600	6,382.50
					Total :	18,402.50
212154	11/5/2018	100932 DEPARTMENT OF TOXIC SUBSTANCES	VQ #2018876		EPA ID NO. VERIFICATION & HAZ WAS1	400.00
					072-360-0000-4450	400.00
					Total :	400.00
212155	11/5/2018	888951 DOMINGUEZ, WALTER	REIMB.		K9 FOOD PURCHASED	309.77
					001-225-0000-4270	309.77
					Total :	309.77
212156	11/5/2018	100989 DOOLEY ENTERPRISES INC.	55806	11877	AMMUNITION	8,717.51
					001-222-0000-4300	8,717.51
					Total :	8,717.51
212157	11/5/2018	892872 DOUMANIAN & ASSOCIATES	28272		LEGAL SERVICES	3,637.44
			28303		001-112-0000-4270	3,637.44
					LEGAL SERVICES	2,398.38
					001-112-0000-4270	2,398.38

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212157	11/5/2018	892872 DOUMANIAN & ASSOCIATES	(Continued) 28364		LEGAL SERVICES 001-112-0000-4270	800.00
			28430		LEGAL SERVICES 001-112-0000-4270	437.50
					Total :	7,273.32
212158	11/5/2018	893029 FERGUSON WATERWORKS #1083	0648874		MISC SUPPLIES 070-383-0301-4300	669.65
					Total :	669.65
212159	11/5/2018	892298 FIDUCIARY EXPERTS LLC	1107	11813	457 PLAN FIDUCIARY SERVICES, 001-190-0000-4270	1,250.00
					Total :	1,250.00
212160	11/5/2018	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS 001-222-0000-4220	568.25
			209-150-5250-81292		RADIO REPEATER 001-222-0000-4220	45.82
			209-151-4941-102990		POLICE PAGING 001-222-0000-4220	50.73
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	45.82
			209-151-4943-081292		RADIO REPEATER 001-222-0000-4220	45.82
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	104.62
			209-188-4362-031792		POLICE MAJOR PHONE LINES 001-222-0000-4220	579.59
			209-188-4363-031892		VARIOUS PHONE LINES 001-190-0000-4220	73.86
					070-384-0000-4220	295.59
					001-420-0000-4220	250.25
			209-361-0901-051499		SEWER FLOW MONITORING 072-360-0000-4220	59.25
			818-361-2385-012309		MTA PHONE L INE & CREDIT CARD PH 007-440-0441-4220	103.56
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212160	11/5/2018	892198 FRONTIER COMMUNICATIONS	(Continued)		001-190-0000-4220	51.78
			818-361-2472-031415		PW PHONE LINE 070-384-0000-4220	367.01
			818-361-3958-091407		CNG STATION 074-320-0000-4220	47.54
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	51.78
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE LINES 001-222-0000-4220	53.97
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE 001-222-0000-4220	24.64
			818-838-1841-112596		ENGINEERING FAX MODEM 001-310-0000-4220	34.43
			818-898-7385-033105		LP PARK FAX NUMBER 001-420-0000-4220	28.51
					Total :	2,882.82
212161	11/5/2018	892173 FS CONTRACTORS, INC.	2431		RETENTION RELEASED-SF DOWNTOW 010-2037	10,925.52
					008-2037	1,415.53
					Total :	12,341.05
212162	11/5/2018	892945 FULCRUM CONSTRUCTION INC	070-2604		DEP REFUND-CONST. MTR @ 1204 SFI 070-2604	285.76
					Total :	285.76
212163	11/5/2018	101376 GRAINGER, INC.	9901584111	11853	MISC. SUPPLIES FOR BUILDING, ELEC 043-390-0000-4300	4,226.63
			9903037134	11853	MISC. SUPPLIES FOR BUILDING, ELEC 001-370-0000-4310	245.66
			9909569676	11853	MISC. SUPPLIES FOR BUILDING, ELEC 043-390-0000-4300	773.47
			9909569684	11853	ITEM RETURNED-MISC. SUPPLIES FOF 043-390-0000-4300	-3,803.98
			9920697308	11853	MISC. SUPPLIES FOR BUILDING, ELEC 001-370-0000-4310	266.90
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212176	11/5/2018	892996 KS STATEBANK	4		SMART METERS LOAN REPAYMENT-DI	
				11854	001-190-0000-4405	239.17
				11854	001-190-0000-4428	1,361.08
					Total :	1,600.25
212177	11/5/2018	101990 L.A. COUNTY METROPOLITAN	102657		TAP CARDS-SEPT 2018	
					007-440-0441-4260	952.00
					Total :	952.00
212178	11/5/2018	102007 L.A. COUNTY SHERIFFS DEPT.	190842BL		INMATE MEALS-SEPT 2018	
					001-225-0000-4350	713.20
					Total :	713.20
212179	11/5/2018	101971 L.A. MUNICIPAL SERVICES	494-750-1000		WATER-12900 DRONFIELD	
					070-384-0000-4210	48.65
			500-750-1000		ELECTRIC-13655 FOOTHILL	
					070-384-0000-4210	160.50
			594-750-1000		ELECTRIC-12900 DRONFIELD	
					070-384-0000-4210	5,807.30
			657-750-1000		ELECTRIC-14060 SAYRE	
					070-384-0000-4210	15,105.40
			757-750-1000		WATER-14060 SAYRE	
					070-384-0000-4210	84.36
					Total :	21,206.21
212180	11/5/2018	101848 LANGUAGE LINE SERVICES	4401337		TRANSLATION SERVICES	
					001-222-0000-4260	28.07
					Total :	28.07
212181	11/5/2018	101852 LARRY & JOE'S PLUMBING	2070235-0001-02		PARTS FOR OSG	
					070-384-0000-4320	139.78
					Total :	139.78
212182	11/5/2018	101920 LIEBERT CASSIDY WHITMORE	1467523		LEGAL SERVICES	
					001-112-0000-4270	116.00
			1467524		LEGAL SERVICES	
					001-112-0000-4270	116.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212182	11/5/2018	101920 LIEBERT CASSIDY WHITMORE	(Continued)		LEGAL SERVICES	
			1467525		001-112-0000-4270	1,184.00
			1467526		LEGAL SERVICES	
					001-112-0000-4270	1,850.00
			1467527		LEGAL SERVICES	
					001-112-0000-4270	935.00
					Total :	4,201.00
212183	11/5/2018	101974 LOS ANGELES COUNTY	SEPT 2018		ANIMAL CARE & CONTROL SERVICES-	
				11816	001-190-0000-4260	10,980.52
					Total :	10,980.52
212184	11/5/2018	102003 LOS ANGELES COUNTY	RE-PW-18100901433		FY 18-19 INDUSTRIAL WASTE CHARGE	
				11833	072-360-0000-4450	3,782.38
					Total :	3,782.38
212185	11/5/2018	892477 LOWES	3197027		DRILL BIT	
					043-390-0000-4300	28.46
					Total :	28.46
212186	11/5/2018	892773 MAILFINANCE	N7364180		QRTRLY LEASE RENTAL PYMNTS POS	
				11814	001-190-0000-4280	1,446.85
					Total :	1,446.85
212187	11/5/2018	888468 MAJOR METROPOLITAN SECURITY	1089992		NOV-ALARM MONITORING AT ALL CITY	
				11844	043-390-0000-4260	15.00
			1089993		NOV-ALARM MONITORING AT ALL CITY	
				11844	043-390-0000-4260	15.00
			1089994		NOV-ALARM MONITORING AT ALL CITY	
				11844	043-390-0000-4260	15.00
			1089995		ALARM MONITORING AT ALL CITY FACI	
				11844	043-390-0000-4260	15.00
			1089996		ALARM MONITORING AT ALL CITY FACI	
				11844	043-390-0000-4260	15.00
			1089997		NOV-ALARM MONITORING AT ALL CITY	
				11844	043-390-0000-4260	15.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212187	11/5/2018	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1089998		NOV-ALARM MONITORING AT ALL CITY 043-390-0000-4260	25.00
			1089999	11844	NOV-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1090000	11844	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1090001	11844	NOV-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1090002	11844	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1090003	11844	NOV-ALARM MONITORING AT ALL CITY 070-384-0000-4260	23.00
			1090004	11844	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1090005	11844	NOV-ALARM MONITORING AT ALL CITY 070-384-0000-4260	23.00
			1090006	11844	NOV-ALARM MONITORING AT ALL CITY 070-384-0000-4260	23.00
					Total :	267.00
212188	11/5/2018	887914 MARTINEZ, JULIA	2000149.003		SENIOR TRIP REFUND 004-2383	30.00
					Total :	30.00
212189	11/5/2018	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	33.39
					Total :	33.39
212190	11/5/2018	892756 MEYERHOFF, ALEXANDER	REIMB.-1		CIF REIMB-REFRESHMENTS-LA CO LIE 053-101-0111-4430	120.70
			REIMB.-2		PARKING RIEMB-METRO MEETING 001-105-0000-4390	24.00
			TRAVEL		LODGING REIMB-2018 APA CAL. CHAPT 001-105-0000-4370	480.66
			TRAVEL		PARKING REIMB-2018 APA CAL. CHAPT 001-105-0000-4370	80.00
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212190	11/5/2018	892756 MEYERHOFF, ALEXANDER	(Continued) TRAVEL		PER DIEM REIMB-2018 APA CAL. CHAP 001-105-0000-4370	55.21
					Total :	760.57
212191	11/5/2018	892140 MICHAEL BAKER	1025391	11551	CDBG ADMINISTRATIVE & LABOR COM 026-311-0159-4260	2,640.00
			1027381	11886	CDBG ADMINISTRATIVE & LABOR COM 026-311-0157-4260	1,882.50
					Total :	4,522.50
212192	11/5/2018	102226 MISSION LINEN SUPPLY	508375851		LAUNDRY 001-225-0000-4350	93.15
			508402513		LAUNDRY 001-225-0000-4350	97.11
			508421433		LAUNDRY 001-225-0000-4350	104.91
			508447743		LAUNDRY 001-225-0000-4350	109.20
			508467711		LAUNDRY 001-225-0000-4350	127.53
			508495932		LAUNDRY 001-225-0000-4350	131.39
					Total :	663.29
212193	11/5/2018	888134 MOTOROLA SOLUTIONS, INC.	16017858	11878	RADIO BATTERIES 001-222-0000-4300	2,509.20
					001-222-0000-4300	250.92
					Total :	2,760.12
212194	11/5/2018	892985 NATIONAL READY MIXED	665485	11860	MISC CONCRETE WORK 001-2669	718.59
					Total :	718.59
212195	11/5/2018	102324 NEGRETE, CONNIE	REIMB.		REIMB OF JAIL/INMATE SUPPLIES 001-225-0000-4350	54.60
					Total :	54.60
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212196	11/5/2018	102403 NOW IMAGE PRINTING	2018170		TEMPORARY NO PARKING SIGNS-SK E 001-311-0000-4300	396.00
					Total :	396.00
212197	11/5/2018	102423 OCCU-MED, INC.	1018901		EMPLOYEE PHYSICAL 001-133-0000-4270	622.00
					Total :	622.00
212198	11/5/2018	102432 OFFICE DEPOT	204109720001		OFFICE SUPPLIES 070-384-0000-4300	277.28
			204151116001		OFFICE SUPPLIES 070-383-0000-4300	73.56
			207573712001		OFFICE SUPPLIES 001-222-0000-4300	125.13
			207588988001		OFFICE SUPPLIES 001-222-0000-4300	14.18
			207588989001		OFFICE SUPPLIES 001-222-0000-4300	27.25
			209230387001		OFFICE SUPPLIES 001-310-0000-4300	50.53
			209230531001		OFFICE SUPPLIES 001-310-0000-4300	33.68
			210006446001		TONER 001-222-0000-4300	293.68
			211177081001		OFFICE SUPPLIES 001-222-0000-4300	26.39
			211182491001		OFFICE SUPPLIES 001-222-0000-4300	36.43
			211182492001		OFFICE SUPPLIES 001-222-0000-4300	41.51
			211182493001		OFFICE SUPPLIES 001-222-0000-4300	67.05
			211556415001		OFFICE SUPPLIES 001-115-0000-4300	45.18
			211556760001		OFFICE SUPPLIES 001-115-0000-4300	20.56
			211649678001		ITEM RETURNED	

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212198	11/5/2018	102432 OFFICE DEPOT	(Continued)			
			212901806001		001-310-0000-4300 OFFICE SUPPLIES	-10.00
			216345387001		001-222-0000-4300 FRONT COUNTER STOOL	158.03
			216345740001		001-130-0000-4300 OFFICE SUPPLIES	138.46
			220246278001		001-130-0000-4300 OFFICE SUPPLIES	6.45
			2233282309		001-222-0000-4300 OFFICE SUPPLIES	46.45
			2234813103		001-222-0000-4300 OFFICE SUPPLIES	58.86
			2235200270		001-222-0000-4300 OFFICE SUPPLIES	59.35
			2235590498		001-222-0000-4300 OFFICE SUPPLIES	90.53
			2235850126		004-2384 OFFICE SUPPLIES	33.78
			2235850173		001-424-0000-4300 OFFICE SUPPLIES	37.74
					001-422-0000-4300	12.64
					Total :	1,764.70
212199	11/5/2018	102443 OKAFOR, MICHAEL	REIMB.		MILEAGE REIMB-ICRMA SESSION ON	
					001-133-0000-4390	45.67
					001-133-0000-4370	20.00
					Total :	65.67
212200	11/5/2018	892572 OLIVAREZ MADRUGA	5064		LEGAL SERVICES	
			5166		001-110-0000-4270 LEGAL SERVICES	31,718.99
			5167		001-110-0000-4270 LEGAL SERVICES	60.00
					001-110-0000-4270	640.00
					Total :	32,418.99

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212201	11/5/2018	891419 ONE SOURCE INDUSTRIES	208124		REPL STL DTD CK-INK FOR ID PRINTEI 001-2140	188.15
					Total :	188.15
212202	11/5/2018	890095 O'REILLY AUTOMOTIVE STORES INC	4605-305097		VEHICLE SERVICE MAINT. & REPAIR P/	
			4605-305135	11847	041-320-0390-4400	28.58
			4605-305323	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
					043-390-0000-4300	38.47
			4605-306336	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
					041-320-0225-4400	45.08
			4605-307132	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
					041-320-0390-4400	31.50
			4605-307723	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
					041-320-0370-4400	10.12
					VEHICLE SERVICE MAINT. & REPAIR P/	
				11847	041-320-0152-4400	56.38
					Total :	210.13
212203	11/5/2018	892749 PACHECO, VERONICA	209531		REPL STL DTD CK-COMM STIPEND-FEI 001-2140	50.00
					Total :	50.00
212204	11/5/2018	890004 PACIFIC TELEMAGEMENT SERVICE	2002795		PD PAY PHONE-NOV 2018	
					001-190-0000-4220	62.64
					Total :	62.64
212205	11/5/2018	889236 PADILLA, MARIA	REIMB.		MILEAGE REIMB-EXCEL TRAINING ON	
					001-310-0000-4390	14.39
					Total :	14.39
212206	11/5/2018	892958 PADILLA'S AUTO CENTER	161018		VEHICLE MAINT-EL1543	
					041-320-0370-4400	95.00
					Total :	95.00
212207	11/5/2018	892360 PARKING COMPANY OF AMERICA	INVM0012962		DIAL A RIDE AND TROLLEY SERVICES	
				11834	007-313-0000-4260	23,028.70
				11834	008-313-0000-4260	23,028.66

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212207	11/5/2018	892360 PARKING COMPANY OF AMERICA	(Continued)		Total :	46,057.39
212208	11/5/2018	889545 PEREZ, MARIBEL	REIMB.		MILEAGE REIMB-ERC TRAINING & CPF 001-420-0000-4390	90.69
					Total :	90.69
212209	11/5/2018	887646 PLUMBERS DEPOT INC	PD-39749		PLUMBING SUPPLIES 072-360-0000-4300	60.60
					Total :	60.60
212210	11/5/2018	890602 POLLARD WATER	0118087		BACK PRESSURE VALVE REPL-WELL 4 070-384-0000-4320	427.58
			0121530		PRESSURE GAUGE 070-383-0301-4300	101.59
					Total :	529.17
212211	11/5/2018	102688 PROFESSIONAL PRINTING CENTERS	34514		CRIME VICTIM BROCHURE 001-222-0000-4300	511.50
					Total :	511.50
212212	11/5/2018	892368 REYES, MIGUEL ANGEL	09/10/18-10/18/18		LIFTING & ENERGY TRAINING INSTRUC 017-420-1322-4260	180.00
					Total :	180.00
212213	11/5/2018	102855 RIO HONDO REGIONAL	F18-167-ZSFN		PHYSICAL AGILITY TESTS (3) POLICE 001-222-0000-4270	27.60
			F18-172-ZSFN		PHYSICAL AGILITY TESTS (2) POLICE 001-222-0000-4270	18.40
					Total :	46.00
212214	11/5/2018	892036 ROTHSCCHILD, DEBORAH	09/10/18-10/24/18		STRETCH TO THE MUSIC INSTRUCTOF 017-420-1322-4260	700.00
					Total :	700.00
212215	11/5/2018	890362 RTB BUS LINE	18432		BUS-CIT FIELD TRIP TO KNOTT'S 007-440-0443-4260	898.00
					Total :	898.00

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212216	11/5/2018	103045 SAN FER. MALL DOWNTOWN ASSOC.	SEPT 2018		REIMB TO DOWNTOWN ASSOC-SEPT 2018 001-2260	4,000.00
					Total :	4,000.00
212217	11/5/2018	891253 SAN FERNANDO SMOG TEST ONLY	1334		SMOG TEST-E1264516 041-320-0000-4450	50.00
			1337		SMOG TEST-E1118844 041-320-0000-4450	50.00
			1338		SMOG TEST-E1499097 041-320-0000-4450	50.00
			1339		SMOG TEST-E1205854 041-320-0000-4450	50.00
					Total :	200.00
212218	11/5/2018	891064 SIEMENS INDUSTRY INC	5620022353	11850	ON-CALL TRAFFIC SIGNAL MAINTENANCE 001-371-0301-4300	310.00
			5620022357	11850	ON-CALL TRAFFIC SIGNAL MAINTENANCE 001-371-0301-4300	310.00
			5620022496	11850	ON-CALL TRAFFIC SIGNAL MAINTENANCE 001-371-0301-4300	502.50
			5620022497	11850	ON-CALL TRAFFIC SIGNAL MAINTENANCE 001-371-0301-4300	580.76
			5620022500	11850	ON-CALL TRAFFIC SIGNAL MAINTENANCE 001-371-0301-4300	387.50
			5620022501	11850	ON-CALL TRAFFIC SIGNAL MAINTENANCE 001-371-0301-4300	542.50
			5620022505	11850	ON-CALL TRAFFIC SIGNAL MAINTENANCE 001-371-0301-4300	310.00
					Total :	2,943.26
212219	11/5/2018	103168 SIMPLEXGRINNELL LP	20530778		GENERATOR TEST FOR EMERGENCY USE 041-320-0000-4260	1,171.36
					Total :	1,171.36
212220	11/5/2018	103184 SMART & FINAL	22056		SENIOR CLUB MONTHLY MTG SUPPLIES 004-2380	37.35
			23021268		SUPPLIES FOR SENIOR DANCE	

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Voucher List

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212220	11/5/2018	103184 SMART & FINAL	(Continued)			
			45789		004-2380	79.87
			46537		SUPPLIES-5K EVENT	
			47650		017-420-1395-4300	56.51
			48522		OFFICE SUPPLIES	
			48523		001-422-0000-4300	29.67
			52761		SUPPLIES-DIA DE LOS MUERTOS EVEI	
			52762		001-424-0000-4300	49.98
					COFFEE CREAMER	
					001-222-0000-4300	35.94
					SUPPLIES FOR INMATE MEALS	
					001-225-0000-4350	22.49
					SENIOR CLUB SUPPLIES	
					004-2380	36.27
					MISC SUPPLIES	
					004-2346	18.91
					001-420-0000-4300	15.26
					001-422-0000-4300	16.49
			55751		SUPPLIES FOR SENIOR DANCE	
			9068		004-2380	129.29
					SUPPLIES FOR SENIOR DANCE	
					004-2380	21.96
					Total :	549.99
212221	11/5/2018	103218 SOLIS, MARGARITA	13-29		PETTY CASH REIMBURSEMENT	
					001-222-0000-4300	144.59
					001-225-0000-4350	4.09
					001-310-0000-4370	47.32
					001-311-0000-4300	19.92
					017-420-1328-4300	17.56
					041-320-0311-4402	37.90
					043-390-0000-4300	37.90
					043-390-0000-4360	106.38
					Total :	415.66
212222	11/5/2018	892367 SOLIS, MARGARITA	40-41		L P SENIOR PETTY CASH REIMB.	
					004-2380	61.84

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212232	11/5/2018	890833 THOMSON REUTERS	(Continued)		001-135-0000-4260	192.12
					Total :	192.12
212233	11/5/2018	103903 TIME WARNER CABLE	10369101018		CABLE-POLICE DEPT (10/18-11/17)	
			10518092118		001-222-0000-4260	231.50
			28882100518		CABLE-RCS PARK (09/29-10/28)	
					001-420-0000-4260	221.93
					CABLE-LP PARK (10/13-11/12)	
					001-420-0000-4260	185.62
					Total :	639.05
212234	11/5/2018	891252 TIMECLOCK PLUS	462930		ANNUAL EMPLOYEE LICENSES	
					001-135-0000-4260	720.00
					Total :	720.00
212235	11/5/2018	103413 TRANS UNION LLC	09806246		CREDIT CHECKS	
					001-222-0000-4260	103.61
					Total :	103.61
212236	11/5/2018	890998 TRUJILLO, RODOLFO	OCT 2018		COMMISSIONER'S STIPEND	
					001-310-0000-4111	50.00
					Total :	50.00
212237	11/5/2018	103463 U.S. POSTMASTER	OCT 2018		POSTAGE-OCT WATER BILLS	
					072-360-0000-4300	530.82
					070-382-0000-4300	530.82
					Total :	1,061.64
212238	11/5/2018	103444 ULTRA GREENS, INC	64210		4 TREES-134 N MACLAY (MAGALY'S TA	
			64380		001-2669	1,022.69
					INSECT CONTROL-PARKWAY TREE	
					001-346-0000-4300	37.21
					Total :	1,059.90
212239	11/5/2018	889287 UNITED TRUCK CENTERS	59989	11890	EMERGENCY REPAIRS TO BACKHOE F	
					041-320-0311-4400	3,211.95

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212239	11/5/2018	889287 889287 UNITED TRUCK CENTERS	(Continued)			Total : 3,211.95
212240	11/5/2018	103439 UPS	831954408		COURIER SERVICE	
					001-190-0000-4280	208.12
					Total :	208.12
212241	11/5/2018	103534 VALLEY LOCKSMITH	5623	11865	LOCKSMITH SERVICES FOR ALL FACIL	
					043-390-0000-4330	2,433.80
					Total :	2,433.80
212242	11/5/2018	889644 VERIZON BUSINESS	103584		CITY HALL LONG DISTANCE	
			103585		001-190-0000-4220	50.59
					CITY YARD LONG DISTANCE	
					070-384-0000-4220	15.18
			103586		CITY HALL LONG DISTANCE	
					001-190-0000-4220	25.29
			103587		POLICE LONG DISTANCE	
					001-222-0000-4220	116.61
			103588		CITY YARD LONG DISTANCE	
					070-384-0000-4220	10.11
			103589		PARKS LONG DISTANCE	
					001-420-0000-4220	16.02
			104127		CITY YARD LONG DISTANCE	
					001-310-0000-4220	5.13
			104138		CITY HALL LONG DISTANCE	
					001-190-0000-4220	59.70
					Total :	298.63
212243	11/5/2018	100101 VERIZON WIRELESS-LA	9813481930		PD CELL PHONE PLANS	
					001-222-0000-4220	175.74
			9815341941		PD CELL PHONE PLANS	
					001-222-0000-4220	141.33
			9815352007		CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	134.50
					043-390-0000-4220	22.63
					041-320-0000-4220	22.63
					072-360-0000-4220	31.85

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Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212243	11/5/2018	100101 VERIZON WIRELESS-LA	(Continued) 9815362071		VARIOUS CELL PHONE PLANS 001-106-0000-4220 070-384-0000-4220 001-310-0000-4220	71.12 47.58 33.48
			9816189427		VARIOUS CELL PHONE PLANS 001-105-0000-4220 072-360-0000-4220 001-101-0111-4220 001-101-0107-4220 001-101-0103-4220	110.19 61.02 61.02 35.27 54.03
					Total :	1,002.39
212244	11/5/2018	893016 VILLALPANDO, GLORIA	2000129.003		PARITAL REFUND-SENIOR TRIP 004-2383	20.00
					Total :	20.00
212245	11/5/2018	889138 WIEDER, CAROL	479		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
					Total :	250.00
212246	11/5/2018	891531 WILLDAN ENGINEERING	003-27646		GENERAL ENGINEERING SERVICES 001-310-0000-4270	2,405.00
			00327896	11812	PROVIDE GRANT ADMINISTRATION SE 010-311-6676-4270	42.04
				11599	008-311-6676-4600	5.96
			00616509		DESIGN SERVICES FOR STREET RESL 012-311-6673-4600	9,239.00
			00616650	11736	DESIGN SERVICES FOR STREET RESL 012-311-6673-4600	1,655.16
			00616720	11736	DESIGN SERVICES FOR STREET RESL 012-311-6673-4600	1,776.00
					Total :	15,123.16
212247	11/5/2018	889467 YOUNGBLOOD & ASSOCIATES	3470A		POLYGRAPH EXAM 001-222-0000-4260	200.00

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10/31/2018	3:38:00PM		CITY OF SAN FERNANDO					
Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
212247	11/5/2018	889467	889467 YOUNGBLOOD & ASSOCIATES	(Continued)		Total :	200.00	
212248	11/5/2018	103752	ZUMAR INDUSTRIES, INC.	80324				
				11888	SIGNS AND MATERIALS		4,773.77	
					001-190-0000-4267	Total :	4,773.77	
129	Vouchers for bank code :		bank3			Bank total :	399,196.86	
129	Vouchers in this report						Total vouchers :	399,196.86

Voucher Registers are not final until approved by Council.

ATTACHMENT “B”**RESOLUTION NO. 18-112****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 18-112****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT “A”) as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 19th day of November, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of November, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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Voucher List

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212361	11/19/2018	888800 BUSINESS CARD	100918		CONF REGISTRATION-2018 APA CONF	
			101718		001-105-0000-4370	575.00
			102318		LODGING-ASCE 2018 CONVENTION	
			102418		001-310-0000-4370	745.21
			102918		BUS-SF ELEMENTARY TO HUNTINGTO	
			103118		007-440-0443-4260	467.50
					DIA DE LOS MUETROS MOVIES IN THE	
					001-424-0000-4260	463.00
					REFUND-RETURNED PHONE	
					001-222-0000-4300	-35.15
					BUSINESS CARDS	
					001-222-0000-4300	196.80
					Total :	2,412.36
212362	11/19/2018	888800 BUSINESS CARD	102918		DEPARTMENT SUPPLIES	
			103118		001-222-0000-4300	431.11
					RIBBON CARTRIDGE	
					001-222-0000-4300	22.83
					Total :	453.94
212363	11/19/2018	888800 BUSINESS CARD	102318		RGSTR-CHAPTER MEETING ON 11/14/1	
			102418		001-130-0000-4370	80.00
			102918		VNC CONNECT PRO ANNUAL SUBSCR	
			103118		070-384-0000-4260	41.20
			300000333		MISC FEE	
					001-190-0000-4435	39.00
					FINANCE CHARGE	
					001-190-0000-4435	29.64
					2019 MEMBERSHIP DUES 01/01/19-12/31	
					001-130-0000-4380	110.00
					Total :	299.84
212364	11/19/2018	890368 C & M TOPSOIL, INC	72201		MAT'L S FOR GATEWAY MAINT PROJ	
					043-390-0000-4300	56.94
					Total :	56.94
212365	11/19/2018	893043 CALDERA, PAUL	110518		FACE PAINTING SRVS & SUPPLIES	

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11/14/2018 2:36:23PM		CITY OF SAN FERNANDO					
Bank code : bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
212365	11/19/2018	893043 CALDERA, PAUL	(Continued)		001-424-0000-4260	125.00	
					Total :	125.00	
212366	11/19/2018	891346 CAMPBELL, AMANDA D	110518		FACE PAINTING SRVS & SUPPLIES		
					001-424-0000-4260	250.00	
					Total :	250.00	
212367	11/19/2018	891860 CARL WARREN & COMPANY	10407-10422		REIMB. OF ITF ACCT (LIABILITY CLAIM:		
					006-1037	7,970.43	
					Total :	7,970.43	
212368	11/19/2018	893035 CHAVEZ, VICTOR	50-1715-06		WATER ACCT REFUND-1228 EIGHTH		
					070-2010	9.03	
					Total :	9.03	
212369	11/19/2018	893039 CISNEROS, RAMIRO	37-3883-00		WATER ACCT REFUND-1028 HEWITT		
					070-2010	133.26	
					Total :	133.26	
212370	11/19/2018	103029 CITY OF SAN FERNANDO	1221-1275		REIMB. TO WORKER'S COMP ACCT		
					006-1038	18,755.73	
					Total :	18,755.73	
212371	11/19/2018	100662 CITY OF SANTA MONICA	TA#18-013		RGSTR-STANDARDIZED FIELD SOBRIE		
					001-225-0000-4370	10.00	
					Total :	10.00	
212372	11/19/2018	100766 COMMUNITY DEVELOPMENT	NONPO		LOAN REIMB TO CDC		
					026-2085	20,000.00	
					Total :	20,000.00	
212373	11/19/2018	100805 COOPER HARDWARE INC.	113656	11872	MISCELLANEOUS SUPPLIES		
					043-390-0000-4300	55.88	
					Total :	55.88	
212374	11/19/2018	887930 CPCA	11845		RGSTR-PARTNERING FOR SUCCESS V		
					001-225-0000-4360	99.00	
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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212397	11/19/2018	889680 JIMENEZ LOPEZ, JUAN MANUEL	OCT 2018		MMAPI INSTRUCTOR 109-424-3614-4260 108-424-3647-4260	450.00 450.00 Total : 900.00
212398	11/19/2018	893042 KIDZ LOVE SOCCER	2018SEP-F395		2018 SEPT-OCT SOCCER CLASSES 017-420-1328-4260	831.60 Total : 831.60
212399	11/19/2018	101768 KIMBALL-MIDWEST	6695078		MISC SUPPLIES 041-1215	393.65 Total : 393.65
212400	11/19/2018	891738 KNIGHT COMMUNICATIONS INC	20101011	11823	IT MANAGEMENT SERVICES-NOV 2018 001-135-0000-4270	10,000.00 Total : 10,000.00
212401	11/19/2018	101795 KOSMONT & ASSOCIATES	18-0099-001	11893	REAL ESTATE ADVISORY SERVICES-SI 001-190-0000-4267	6,126.03 Total : 6,126.03
212402	11/19/2018	892477 LOWES	16118 1836 1837 4455		MAT'L'S RETURNED 043-390-0000-4300 ELECTRAL MAT'L'S FOR KNOCKDOWN 043-390-0000-4300 DRYER EXT CORDS 043-390-0000-4300 ELECTRICAL SUPPLIES 043-390-0000-4300	-29.08 112.79 46.81 183.93 Total : 314.45
212403	11/19/2018	102051 M & M LANDSCAPE	7099 7100 7101	11863 11863 11863	M&M LANDSCAPING & PEST CONTROL 070-384-0000-4260 M&M LANDSCAPING & PEST CONTROL 070-384-0000-4260 M&M LANDSCAPING & PEST CONTROL 070-384-0000-4260	1,600.00 1,600.00 1,600.00
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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212403	11/19/2018	102051 M & M LANDSCAPE	(Continued) 7102	11863	M&M LANDSCAPING & PEST CONTROL 070-384-0000-4260	1,600.00 Total : 6,400.00
212404	11/19/2018	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	33.94 Total : 33.94
212405	11/19/2018	893040 MEDINA JR, ERNESTO	33-3325-03		WATER ACCT REFUND-407 S MACLAY 070-2010	93.38 Total : 93.38
212406	11/19/2018	891630 MGT OF AMERICA, INC.	34436	11845	SB90 MANDATED COST CLAIMS-MONT 001-130-0000-4270	1,425.00 Total : 1,425.00
212407	11/19/2018	892140 MICHAEL BAKER	1030696	11886	CDBG ADMINISTRATIVE & LABOR COM 026-311-0157-4260	1,965.00 Total : 1,965.00
212408	11/19/2018	102226 MISSION LINEN SUPPLY	508516164 508544888 508564622 508590309		LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350	93.15 85.35 93.58 85.35 Total : 357.43
212409	11/19/2018	892535 MORAN, YOVANNI	09/29-11/02		YOGA INSTRUCTOR 017-420-1337-4260	125.00 Total : 125.00
212410	11/19/2018	892916 NADA BUS INC	48312		BUS- SENIOR TRIP TO PARAMOUNT R/ 007-440-0443-4260	755.00
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Bank code : bank3			
Voucher	Date	Vendor	Amount
212416	11/19/2018	102568 PARKHOUSE TIRE, INC.	430.54
212417	11/19/2018	892360 PARKING COMPANY OF AMERICA	252.00
212418	11/19/2018	889545 PEREZ, MARIBEL	64.69
212419	11/19/2018	891084 PEREZ, WENDY	513.86
212420	11/19/2018	888789 PRO FORCE LAW ENFORCEMENT	9.85
212421	11/19/2018	892131 PROHEALTH-VALLEY OCCUPATIONAL	437.72
212422	11/19/2018	891379 PROTECT YOUTH SPORTS	62.85
212423	11/19/2018	102779 RAMIREZ, THOMAS	480.00
212424	11/19/2018	891881 REMENIH, MICHAEL	50.00
212425	11/19/2018	887296 ROBLEDO, OLIVIA	50.00

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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
212425	11/19/2018	887296 ROBLEDO, OLIVIA	(Continued)		001-115-0000-4111	50.00	
					Total :	50.00	
212426	11/19/2018	893037 RODRIGUEZ, ANDREW	33-3390-00		WATER ACCT REFUND-1130 HOLLISTE 070-2010	115.51	
					Total :	115.51	
212427	11/19/2018	893034 RODRIGUEZ, JOSEPHINE	54-1472-00		WATER ACCT REFUND-1300 WARREN 070-2010	16.87	
					Total :	16.87	
212428	11/19/2018	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-767825	11848	ELECTRICAL SUPPLIES 001-370-0301-4300	4,248.71	
			8901-767872	11848	ELECTRICAL SUPPLIES 001-370-0301-4300	213.31	
					Total :	4,462.02	
212429	11/19/2018	892856 SALAS, JUAN	REIMB.		FOOD PURCHASED FOR SENIOR MTG 004-2380	109.49	
			REIMB.-2		REIMB OF ITEMS PURCHASED-SENIOR 004-2380	902.47	
					Total :	1,011.96	
212430	11/19/2018	891253 SAN FERNANDO SMOG TEST ONLY	6862		SMOG TEST-E1473092 041-320-0000-4450	50.00	
					Total :	50.00	
212431	11/19/2018	103057 SAN FERNANDO VALLEY SUN	10317		LEGAL PUBLICATION NOTICE ORD 168 001-115-0000-4230	2,090.63	
			10318		LEGAL PUBL-ZPNING CODE AMENDME 001-150-0000-4230	193.75	
			10330		LEGAL PUBL-NIB CDBG PROJ 001-310-0000-4270	787.50	
			10331		LEGAL PUBLICATION-NIB-RFP CATERE 001-115-0000-4230	81.25	
			10332		LEGAL PUBLICATION-NIB RFQ SECURI		
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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212431	11/19/2018	103057 SAN FERNANDO VALLEY SUN	(Continued)		001-115-0000-4230	75.00
					Total :	3,228.13
212432	11/19/2018	889417 SAN GABRIEL VALLEY COUNCIL	SGV-ULAR-1	11895	ADMIN & COST SHARING FOR CIMP & I 001-310-0000-4270	7,949.00
					Total :	7,949.00
212433	11/19/2018	892416 SANCHEZ, KARLA	09/29-11/02		ZUMBA INSTRUCTOR 017-420-1337-4260	350.00
					Total :	350.00
212434	11/19/2018	102967 SCOTT FAZEKAS & ASSOCIATES INC	20385		PLAN CHECK CONSULTANT FEES 001-2698	1,296.32
					Total :	1,296.32
212435	11/19/2018	891064 SIEMENS INDUSTRY INC	5620021991	11850	ON-CALL TRAFFIC SIGNAL MAINTENAN 001-371-0301-4300	400.00
					Total :	400.00
212436	11/19/2018	103184 SMART & FINAL	22551		WATER 017-420-1395-4300	22.96
			27255		WATER FOR 5K RACE 017-420-1395-4300	39.60
			30185		HALLOWEEN CANDY 001-222-0000-4300	24.98
			39496		SENIOR CLUB SUPPLIES FOR 5K RUN 004-2380	81.06
			51649		FOOD FOR SENIOR CLUB MNTHLY MTG 004-2380	106.64
			58001		HOSPITALITY SUPPLIES-CHLK ARTIST 001-424-0000-4300	63.77
					017-420-1395-4300	63.77
			59866		SUPPLIES-SENIOR PROG HALLOWEEN 004-2382	72.15
					Total :	474.93
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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212437	11/19/2018	890834 SPARKLING IMAGE CORP	83006		CAR WASHES-SEPT 2018 001-222-0000-4320	156.00
					Total :	156.00
212438	11/19/2018	103251 STANLEY PEST CONTROL	317512	11880	PEST EXTERMINATIONFOR THE INTER 043-390-0000-4260	55.00
			317521	11880	PEST EXTERMINATIONFOR THE INTER 043-390-0000-4260	85.00
			317531	11880	PEST EXTERMINATIONFOR THE INTER 043-390-0000-4260	85.00
			410848	11880	PEST EXTERMINATIONFOR THE INTER 043-390-0000-4260	595.00
			410849	11880	PEST EXTERMINATIONFOR THE INTER 043-390-0000-4260	360.00
			86596	11880	PEST EXTERMINATIONFOR THE INTER 043-390-0000-4260	94.00
			86599	11880	PEST EXTERMINATIONFOR THE INTER 043-390-0000-4260	95.00
					Total :	1,369.00
212439	11/19/2018	103258 STERIS CORPORATION	7753625		HAND SANITIZER 001-222-0000-4300	297.50
					Total :	297.50
212440	11/19/2018	101528 THE HOME DEPOT CRC, ACCT#603532202490	1015159		QUIKRETE QUICK SET-KNOCKDOWN 043-390-0000-4300	31.50
			562419		5K SUPPLIES 017-420-1395-4300	25.08
			6065619		SMALL TOOLS FOR MAINT 043-390-0000-4300	233.92
			973027		MALL TRASH BAGS 001-341-0000-4300	1,638.95
					Total :	1,929.45
212441	11/19/2018	890817 THE WALKING MAN, INC.	E9090		DISTRIBUTION OF PROGRAM BROCHL 001-420-0000-4260	1,175.00
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vchlist 11/14/2018 2:36:23PM		Voucher List CITY OF SAN FERNANDO				Page: 19
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212452	11/19/2018	100101 VERIZON WIRELESS-LA	(Continued)		070-384-0000-4220 001-310-0000-4220	47.04 33.90
					Total :	2,131.26
212453	11/19/2018	892984 VERSATILE INFORMATION	52494	11852	VOICE RECORDERS 001-225-0000-4500	51,651.43 51,651.43
212454	11/19/2018	887212 VILLAFANA, REBEKAH	SEPT/OCT 2018		GRANT ASSISTANT 109-424-3614-4260 108-424-3647-4260 001-424-0000-4430	350.00 600.00 125.00 1,075.00
212455	11/19/2018	888390 WEST COAST ARBORISTS, INC.	140791 141387	11836 11836	ANNUAL TREE TRIMMING SERVICES 011-311-0000-4260 ANNUAL TREE TRIMMING SERVICES 011-311-0000-4260	11,455.00 34,088.00 45,543.00
212456	11/19/2018	890970 WEX BANK	56404037		FUEL FOR FLEET 041-320-0152-4402 041-320-0221-4402 041-320-0222-4402 041-320-0224-4402 041-320-0225-4402 041-320-0226-4402 041-320-0228-4402 041-320-0311-4402 041-320-0312-4402 041-320-0320-4402 041-320-0346-4402 041-320-0370-4402 041-320-0390-4402 041-320-0420-4402 007-313-3630-4402	431.74 201.98 210.69 936.97 4,483.74 2.00 712.37 1,527.99 187.96 234.37 54.74 658.84 1,765.41 2.00 4.00
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vchlist		Voucher List				Page: 20
11/14/2018 2:36:23PM		CITY OF SAN FERNANDO				
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212456	11/19/2018	890970 WEX BANK	(Continued)			
					029-335-0000-4402	152.45
					070-381-0000-4402	34.58
					070-382-0000-4402	239.93
					070-383-0000-4402	957.27
					070-384-0000-4402	358.08
					072-360-0000-4402	330.90
					Total :	13,488.01
212457	11/19/2018	890534 WHENTOWORK, INC.	60694185-60-12-18		STAFF SCHEDULING ONLINE SYSTEM	
					001-420-0000-4380	315.00
					Total :	315.00
212458	11/19/2018	891531 WILLDAN ENGINEERING	003-27864	11812	GENERAL ENGINEERING SERVICES	
					001-310-0000-4270	2,925.00
					Total :	2,925.00
212459	11/19/2018	892390 WILMINGTON TRUST	115494-007		COP 2016 INTEREST PYMNT	
					012-310-0000-4410	47,293.75
					012-1041	-12.71
					Total :	47,281.04
212460	11/19/2018	892785 WONG, MICHELLE	09/29-11/02		YOGA INSTRUCTOR	
					017-420-1337-4260	125.00
					Total :	125.00
212461	11/19/2018	889467 YOUNGBLOOD & ASSOCIATES	3510A		POLYGRAPH EXAM	
					001-222-0000-4260	300.00
					Total :	300.00
212462	11/19/2018	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	OCT 2018		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	50.00
117 Vouchers for bank code : bank3						Bank total : 388,025.92
117 Vouchers in this report						Total vouchers : 388,025.92

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211966	10/4/2018	103648 CITY OF SAN FERNANDO	PR 10-5-18		REIMB FOR PAYROLL W/E 9-28-18	
					001-1003	342,459.86
					007-1003	799.52
					008-1003	2,061.11
					017-1003	28.73
					018-1003	67,039.44
					027-1003	3,835.40
					029-1003	2,336.05
					041-1003	9,461.69
					043-1003	18,845.91
					070-1003	39,609.10
					072-1003	22,364.24
					074-1003	1,476.47
					Total :	510,317.52
211967	10/8/2018	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS-OCT 2018	
					001-1160	2,510.02
					Total :	2,510.02
211968	10/8/2018	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS-OCT 2018	
					001-1160	234.96
					Total :	234.96
211969	10/8/2018	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS-OCT 2018	
					001-1160	12,056.10
					Total :	12,056.10
211970	10/8/2018	887627 STANDARD INSURANCE	DEMAND		AD&D INSURANCE BENEFITS-OCT 201	
					001-1160	3,982.73
					Total :	3,982.73
212116	10/18/2018	103648 CITY OF SAN FERNANDO	PR 10/19/18		REIMB FOR PAYROLL W/E 10/12/18	
					001-1003	347,106.00
					007-1003	787.00
					008-1003	2,061.11
					017-1003	152.28

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212116	10/18/2018	103648 CITY OF SAN FERNANDO	(Continued)		018-1003	67,179.06
					027-1003	3,913.44
					029-1003	2,336.05
					041-1003	9,436.37
					043-1003	19,387.67
					070-1003	36,589.21
					072-1003	21,784.85
					119-1003	1,476.47
					Total :	512,209.51
212117	10/19/2018	892847 B-LINE INVESTIGATIONS, INC	1016	11856	I/A -18-02	
					001-112-0000-4270	7,019.48
					Total :	7,019.48
212118	10/26/2018	891825 UNITED STATES TREASURY	JULY-SEPT 2018		EXCISE TAX QRTLTY PYMNT-09/30/18	
					041-190-0000-4457	77.67
					Total :	77.67
8 Vouchers for bank code : bank3						Bank total : 1,048,407.99
8 Vouchers in this report						Total vouchers : 1,048,407.99

Voucher Registers are not final until approved by Council.

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212249	11/1/2018	100286 BAKER, BEVERLY	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	480.29
					Total :	480.29
212250	11/1/2018	891015 CROOK, ROBERT	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
212251	11/1/2018	100916 DEIBEL, PAUL	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	249.30
					Total :	249.30
212252	11/1/2018	891041 GARCIA, CONNIE	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
212253	11/1/2018	101781 KISHITA, ROBERT	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
212254	11/1/2018	101926 LILES, RICHARD	18-Nov		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	264.23 264.22
					Total :	528.45
212255	11/1/2018	891027 LOCKETT, JOANN	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	249.30
					Total :	249.30
212256	11/1/2018	891028 MANTHEY, DONALD	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
212257	11/1/2018	102126 MARTINEZ, MIGUEL	18-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	1,152.40
					Total :	1,152.40

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212258	11/1/2018	102483 OROZCO, ELVIRA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	197.76
					Total :	197.76
212259	11/1/2018	891031 ORTEGA, JIMMIE	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	249.30
					Total :	249.30
212260	11/1/2018	891032 OTREMBA, EUGENE	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
212261	11/1/2018	891354 RAMIREZ, ROSALINDA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	509.70
					Total :	509.70
212262	11/1/2018	102940 RUIZ, RONALD	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	480.29
					Total :	480.29
212263	11/1/2018	103121 SERRANO, ARMANDO	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	480.29
					Total :	480.29
212264	11/1/2018	892782 TIGHE, DONNA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
212265	11/1/2018	891046 VANAALST, LEONILDA	18-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	183.34
					Total :	183.34
17 Vouchers for bank code : bank3						Bank total : 7,205.24
17 Vouchers in this report						Total vouchers : 7,205.24

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212266	11/1/2018	100042 ABDALLAH, ALBERT	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,162.21
					Total :	1,162.21
212267	11/1/2018	100091 AGORICHAS, JOHN	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	212.97
					Total :	212.97
212268	11/1/2018	891039 AGUILAR, JESUS	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	499.68
					Total :	499.68
212269	11/1/2018	100104 ALBA, ANTHONY	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
212270	11/1/2018	891011 APODACA-GRASS, ROBERTA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
212271	11/1/2018	100306 BARNARD, LARRY	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,160.00
					Total :	1,160.00
212272	11/1/2018	100346 BELDEN, KENNETH M.	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,160.00
					Total :	1,160.00
212273	11/1/2018	892233 BUZZELL, CAROL	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	197.76
					Total :	197.76
212274	11/1/2018	891350 CALZADA, FRANK	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	528.52
					Total :	528.52
212275	11/1/2018	100642 CASTRO, RICO	18-Nov		CALPERS HEALTH REIMB	

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212275	11/1/2018	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	1,214.46
					Total :	1,214.46
212276	11/1/2018	891014 CREEKMORE, CASIMIRA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	249.30
					Total :	249.30
212277	11/1/2018	891016 DEATON, MARK	18-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	528.45
					Total :	528.45
212278	11/1/2018	100913 DECKER, CATHERINE	18-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	631.60
					Total :	631.60
212279	11/1/2018	100925 DELGADO, RALPH	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	528.52
					Total :	528.52
212280	11/1/2018	892102 DOSTER, DARRELL	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
212281	11/1/2018	100996 DRAKE, JOYCE	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	249.30
					Total :	249.30
212282	11/1/2018	100995 DRAKE, MICHAEL	18-Nov		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	124.65 124.65
					Total :	249.30
212283	11/1/2018	100997 DRAPER, CHRISTOPHER	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,538.02
					Total :	1,538.02
212284	11/1/2018	101044 ELEY, JEFFREY	18-Nov		CALPERS HEALTH REIMB	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212284	11/1/2018	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	1,657.00
					Total :	1,657.00
212285	11/1/2018	891040 FISHKIN, RIVIAN	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
212286	11/1/2018	892103 GAJDOS, BETTY	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
212287	11/1/2018	891351 GARCIA, DEBRA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,304.96
					Total :	1,304.96
212288	11/1/2018	891067 GARCIA, NICOLAS	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,211.66
					Total :	1,211.66
212289	11/1/2018	101318 GLASGOW, KEVIN	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,538.02
					Total :	1,538.02
212290	11/1/2018	891020 GLASGOW, ROBERT	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	354.00
					Total :	354.00
212291	11/1/2018	891021 GUIZA, JENNIE	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	249.30
					Total :	249.30
212292	11/1/2018	101415 GUTIERREZ, OSCAR	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
212293	11/1/2018	891352 HADEN, SUSANNA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	509.70
					Total :	509.70
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212293	11/1/2018	891352 891352 HADEN, SUSANNA	(Continued)			Total : 509.70
212294	11/1/2018	101440 HALCON, ERNEST	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,160.00
					Total :	1,160.00
212295	11/1/2018	891918 HARTWELL, BRUCE	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
212296	11/1/2018	101465 HARVEY, DAVID	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	183.34
					Total :	183.34
212297	11/1/2018	101466 HARVEY, DEVERY MICHAEL	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,590.00
					Total :	1,590.00
212298	11/1/2018	101471 HASBUN, NAZRI A.	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,093.58
					Total :	1,093.58
212299	11/1/2018	891023 HATFIELD, JAMES	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
212300	11/1/2018	892104 HERNANDEZ, ALFONSO	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,586.77
					Total :	1,586.77
212301	11/1/2018	891024 HOOKER, RAYMOND	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	540.73
					Total :	540.73
212302	11/1/2018	101538 HOUGH, RAY	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	528.52
					Total :	528.52
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212303	11/1/2018	101597 IBRAHIM, SAMIR	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	499.68 499.68
212304	11/1/2018	101694 JACOBS, ROBERT	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,084.00 1,084.00
212305	11/1/2018	892105 KAHMANN, ERIC	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	499.68 499.68
212306	11/1/2018	101786 KLOTZSCHE, STEVEN	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	800.54 800.54
212307	11/1/2018	891866 KNIGHT, DONNA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	183.34 183.34
212308	11/1/2018	892929 LEWIS, WANDA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	249.30 249.30
212309	11/1/2018	891043 LIEBERMAN, LEONARD	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	167.48 167.48
212310	11/1/2018	101933 LITTLEFIELD, LESLEY	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	631.60 631.60
212311	11/1/2018	102059 MACK, MARSHALL	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,093.58 1,093.58
212312	11/1/2018	891010 MAERTZ, ALVIN	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	499.68
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vchlist 10/31/2018 4:34:33PM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212312	11/1/2018	891010 MAERTZ, ALVIN	(Continued)			499.68
212313	11/1/2018	888037 MARTINEZ, ALVARO	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.92 1,274.92
212314	11/1/2018	102206 MILLER, WILMA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	249.30 249.30
212315	11/1/2018	102212 MIRAMONTES, MONICA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,093.58 1,093.58
212316	11/1/2018	102232 MIURA, HOWARD	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	249.30 249.30
212317	11/1/2018	892106 MONTAN, EDWARD	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	800.54 800.54
212318	11/1/2018	102365 NAVARRO, RICARDO A	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	528.52 528.52
212319	11/1/2018	102473 ORDELHEIDE, ROBERT	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,214.46 1,214.46
212320	11/1/2018	102486 ORSINI, TODD	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,461.55 1,461.55
212321	11/1/2018	102569 PARKS, ROBERT	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,837.00 1,837.00
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vchlist 10/31/2018 4:34:33PM		Voucher List CITY OF SAN FERNANDO				Page: 7
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212322	11/1/2018	891353 PEAVY, JOSEPH	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	183.34 183.34
212323	11/1/2018	102527 PISCITELLI, ANTHONY	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	528.52 528.52
212324	11/1/2018	891033 POLLOCK, CHRISTINE	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	354.00 354.00
212325	11/1/2018	102735 QUINONEZ, MARIA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,152.40 1,152.40
212326	11/1/2018	891034 RAMSEY, JAMES	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	585.98 585.98
212327	11/1/2018	102864 RIVETTI, DOMINICK	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	837.00 837.00
212328	11/1/2018	102936 RUELAS, MARCO	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,586.77 1,586.77
212329	11/1/2018	891044 RUSSUM, LINDA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	183.34 183.34
212330	11/1/2018	890806 SALDIVAR, GEORGE	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	509.70 509.70
212331	11/1/2018	892107 SHANAHAN, MARK	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	499.68
						Page: 7

vchlist 10/31/2018 4:34:33PM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212331	11/1/2018	892107 892107 SHANAHAN, MARK	(Continued)			499.68
212332	11/1/2018	891035 SHERWOOD, NINA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	249.30 249.30
212333	11/1/2018	103175 SKOBIN, ROMELIA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	923.03 923.03
212334	11/1/2018	103220 SOMERVILLE, MICHAEL	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,407.00 1,407.00
212335	11/1/2018	103394 TORRES, RACHEL	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	249.30 249.30
212336	11/1/2018	889588 UFANO, VIRGINIA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	183.34 183.34
212337	11/1/2018	888417 VALDIVIA, LAURA	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	540.73 540.73
212338	11/1/2018	103562 VASQUEZ, JOEL	18-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	1,837.00 1,837.00
212339	11/1/2018	891038 WAITE, CURTIS	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	923.03 923.03
212340	11/1/2018	891036 WATT, DAVID	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	631.60 631.60
						Page: 8

vchlist

Voucher List

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10/31/2018 4:34:33PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212341	11/1/2018	891037 WEBB, NANCY	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	585.98
					Total :	585.98
212342	11/1/2018	103643 WEDDING, JEROME	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	631.60
					Total :	631.60
212343	11/1/2018	103727 WYSBEEK, DOUDE	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	249.30
					Total :	249.30
212344	11/1/2018	103737 YNIGUEZ, LEONARD	18-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	923.03
					Total :	923.03
79 Vouchers for bank code :		bank3			Bank total :	57,498.71
79 Vouchers in this report					Total vouchers :	57,498.71

Voucher Registers are not final until approved by Council.

Page: 9

SPECIAL CHECKS

vchlist

Voucher List

Page: 1

11/05/2018

9:20:28AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212345	11/5/2018	102519 P.E.R.S.	NOV 2018		HEALTH INS. BENEFITS-NOV 2018 001-1160	141,535.14
Total :						141,535.14
1 Vouchers for bank code : bank3						Bank total : 141,535.14
1 Vouchers in this report						Total vouchers : 141,535.14

Voucher Registers are not final until approved by Council.

Page: 1

RESOLUTION NO. 6212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and

WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 1992, by the following vote:

AYES: Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5

NOES: None - 0

ABSENT: None - 0

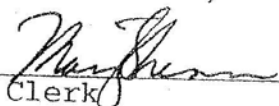

Mayor, City of San Fernando

ATTEST:


City Clerk

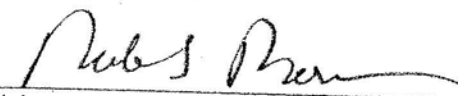
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SAN FERNANDO)

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the 3rd day of August, 1992.



City Clerk

APPROVED AS TO FORM:



City Attorney



MEMORANDUM

To: Margarita Solis, City Treasurer

From: Sandra Franco-Rivas, Senior Account Clerk

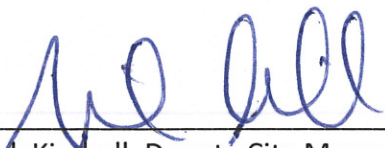
Date: November 6, 2018

Subject: Release of Warrants

Due to the lack of a formal City Council meeting on November 5, 2018, the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Finance Director. Copy of resolution is attached.

Approval is hereby provided:

Approved: _____


Nick Kimball, Deputy City Manager/Director of Finance

Approved: _____


Alexander Meyerhoff, City Manager

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Timothy Hou, Director of Community Development

Date: November 19, 2018

Subject: Consideration to Approve Lease and Memorandum of Lease with San Fernando Community Hospital, dba San Fernando Community Health Center, for the City-Owned Property at 732 Mott Street

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Lease (Attachment "A" – Contract No. 1898) and Memorandum of Lease (Lease) (Exhibit "B" of Attachment "A") by and between the City of San Fernando and San Fernando Community Hospital, dba San Fernando Community Health Center (SFCHC), for the City-owned Property at 732 Mott Street; and
- b. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. On September 17, 2001, the City Council accepted a grant deed for the property at 732 Mott Street (Assessor Parcel Numbers 2613-001-900, 901, 902, 903, 904, 905 and 2613-004-900), known historically as the site of Mission Community Hospital in San Fernando. The site, including a 31,453 sq. ft. building, has served as the home for various health care services to the San Fernando community for several decades.
2. On June 15, 2018, the City served a Notice of Termination of Lease effective August 1, 2018 to the master tenant at the time, Deanco Healthcare, LLC.
3. Subsequently, staff met with representatives for SFCHC, an existing sub lessee of the subject property. SFCHC expressed interest in assuming the master lease following the termination of the tenancy by Deanco Healthcare, LLC. Also, staff met with representatives for Partners in Care Foundation, Inc. (Partners in Care) the other existing sub lessee, who also expressed interest in remaining a tenant at the subject property.

Consideration to Approve Lease Agreement with San Fernando Community Hospital, dba San Fernando Community Health Center, for the City-Owned Property at 732 Mott Street

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4. On August 6, 2018, the City approved an Interim Lease Agreement with SFCHC, which went into effect immediately following the effective termination of the prior lease with Deanco Healthcare, LLC, on August 1, 2018 (Attachment "B"). Under the terms of the Interim Lease Agreement, the City leased the entire subject property to SFCHC, as lessee, under these major terms:
 - Rent: \$20,444.45 per month (\$0.65 per sq. ft. per month).
 - Building Square Footage: 31,453 sq. ft.
 - Security Deposit: \$25,000.
 - Term: August 1, 2018 to November 1, 2018.
 - Taxes, Maintenance, Operating Costs: Borne solely by tenant.
 - Subleasing: Written authorization from lessor required.
 5. On September 7, 2018, SFCHC and Partners in Care entered into an Interim Sublease Agreement to enable Partners in Care to sublease 12,895 sq. ft. of the premises on terms consistent with the City's Interim Lease Agreement with SFCHC (Attachment "C").
 6. Over the past three months, staff and representatives from SFCHC have worked together to agree to terms on a longer term lease agreement following the expiration of the Interim Lease Agreement that would provide avenues for both the continued master tenancy of SFCHC and longer term subleases for health care providers such as Partners in Care.

ANALYSIS:

In an effort to allow for the possibility that health care services provided at the subject property continue uninterrupted, the City and SFCHC entered into an Interim Lease Agreement that commenced August 1, 2018, and terminated November 1, 2018. During this time, the City and SFCHC negotiated and reached agreement on the following major terms for the proposed longer term Lease and Memorandum of Lease:

- Rent: \$20,444.45 per month (\$0.65 per sq. ft. per month). First adjustment on March 1, 2019 to \$29,880.35 per month (\$0.95 per sq. ft. per month). Adjusted annually on January 1st thereafter.
- Building Square Footage: 31,453 sq. ft.
- Security Deposit: \$25,000 and adjusted biannually to match 100% of current monthly rent rate.
- Term: November 1, 2018 to October 31, 2028 (10-year initial term).
- Option: Two 5-year options to extend subject to fair market rent adjustment.
- Taxes, Maintenance, Operating Costs: Borne solely by tenant.
- Subleasing: Written authorization from Lessor required, allows healthcare related sub lessees.

Consideration to Approve Lease Agreement with San Fernando Community Hospital, dba San Fernando Community Health Center, for the City-Owned Property at 732 Mott Street

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- Tenant Improvements: At tenant's sole expense.

San Fernando Community Hospital dba San Fernando Community Health Center (SFCHC).

SFCHC is a non-profit corporation and the successor entity formed from prior historic health care service providers at the subject property including the former original lessee, San Fernando Community Hospital, dba Mission Community Hospital. Per its Strategic Plan 2018 to 2021, SFCHC's mission is to provide high-quality state-of-the-art health care services, as well as prevention and education services in a supportive atmosphere to every person, particularly the most vulnerable of the San Fernando Valley, regardless of religion, race, age, sex, or personal income. It provides preventive, primary, and specialized healthcare to general community, homeless and underserved families by offering medical, dental, mental health, enabling and health education services.

Staff received the three (3) most recent years of tax returns, two (2) most recent years of audited financial statements, and verification of an approved line of credit to perform financial due diligence upon SFCHC. Based upon an assessment of the prospective tenant's financial strength, the Director of Finance has recommended that SFCHC represents an acceptable level of risk as a lease tenant.

BUDGET IMPACT:

Approval of the proposed Lease and Memorandum of Lease will allow the continued collection of the rental income at the subject property. The lease is considered a "triple net" lease whereby any additional costs at the property are borne by the tenant. For the first year of the term of the Lease, the rental income will total \$320,820.60. Lease revenue from this property is allocated to General Fund revenues.

CONCLUSION:

It is staff's assessment that the proposed lessee, SFCHC, provides critical health-related services, and serves as an important part of the community fabric comprising not only the City, but also the greater San Fernando Valley. The Lease will enable the lessee to continue to provide these vital healthcare services here in San Fernando through 2028 and beyond.

Thus, staff recommends that the City Council approve the Lease and Memorandum of Lease by and between the City of San Fernando and San Fernando Community Hospital, dba San Fernando Community Health Center, for the City-owned property at 732 Mott Street.

Consideration to Approve Lease Agreement with San Fernando Community Hospital, dba San Fernando Community Health Center, for the City-Owned Property at 732 Mott Street

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ATTACHMENTS:

- A. Contract No. 1898 – Lease and Memorandum of Lease
- B. Contract No. 1894 – Interim Lease Agreement
- C. Sublease Agreement

ATTACHMENT "A"Contract No. 1898**LEASE**

(732 Mott Street, San Fernando, California 91340 – City-owned healthcare property)

THIS LEASE ("Lease") is made and entered into on this _____ day of _____ 2018 by and between CITY OF SAN FERNANDO, a California municipal corporation ("Lessor"), and SAN FERNANDO COMMUNITY HOSPITAL, a California non-profit benefit corporation dba SAN FERNANDO COMMUNITY HEALTH CENTER ("Lessee"). The capitalized term "Parties" is a collective reference to both Lessor and Lessee and the capitalized term "Party" shall refer to either Lessor or Lessee interchangeably as appropriate.

RECITALS

WHEREAS, Lessor is the owner of record for that certain land located in the City of San Fernando, County of Los Angeles, State of California commonly known as 732 Mott Street, San Fernando, California 91340, Assessor Parcel Numbers 2613-001-900, 901, 902, 903, 904, 905 and 2613-004-900, that is more particularly described in the legal description attached and incorporated hereto as **Exhibit "A"** (the "Property"); and

WHEREAS, the Property is improved with a building that is approximately thirty-one thousand four hundred fifty-three (31,453) square feet (hereinafter, the "Building") which has historically been used for a medical facility/clinic use; and

WHEREAS, pursuant to Government Code Section 37380(a), a city may lease property owned, held or controlled by it or any of its departments for a period not to exceed 55 years;

WHEREAS, although the Lease is a "project" within the meaning of the California Environmental Quality Act ("CEQA") is its nevertheless statutorily exempt under CEQA pursuant to Section 15301 of the CEQA Guidelines; and

WHEREAS, on August 6, 2018, the Parties entered an interim lease agreement for the Property pending the execution of this Lease; and

WHEREAS, this Lease was approved by the San Fernando City Council at its Regular meeting of _____ 2018 under Agenda Item No. _____; and

WHEREAS, upon execution of this Lease by all of the Parties, the City shall have the Lease recorded in accordance with Government Code Section 37393.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLES**ARTICLE ONE****LEASE, TERM AND OPTION TO EXTEND TERM**

1.1 **Lease of Premises.** For purposes of this Lease, the capitalized term "Premises" shall be a collective reference to the Property, including of the Building and all other existing or future improvements located on the Property. Lessor hereby leases to Lessee, and Lessee leases from Lessor, on the terms and conditions set forth in this Lease, the Premises. (The Premises is

more specifically described in the legal description and map attached and incorporated hereto as Exhibit "A").

1.2 Term. This Lease shall have an initial term ("Initial Term") that commences at 12:01 a.m. on November 1, 2018 ("Lease Commencement Date") and will terminate at 11:59 p.m. on October 31, 2028 ("Lease Expiration Date"), unless extended or sooner terminated as provided under this Lease.

1.3 Extension Options. Unless the Lease has expired or has been sooner terminated, Lessee shall have the right and option ("Extension Option") to extend the Initial Term for a maximum of two (2) additional five-year extension terms (each hereinafter referred to as an "Extension Term"). Lessee may exercise each Extension Option by giving written notice thereof to Lessor of its election to do so provided that such notice shall be delivered no later than eight (8) months prior to the expiration of the Initial Term or the preceding Extension Term, whichever the case may be. For purposes of this Lease, the unmodified, capitalized word "Term" shall refer to the Initial Term, inclusive of any Extension Terms. Except as otherwise provided under Section 2.2 of this Lease below, the Lease shall be subject to the same terms and conditions set forth in this Lease during any Extension Term.

1.4. Holding Over. Upon the expiration or earlier termination of this Lease, Lessee shall peaceably surrender the Premises to Lessor. Lessee will not be permitted to hold over possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Lessor, which consent Lessor may withhold in its sole and absolute discretion. If Lessee holds over after the expiration or earlier termination of the Term with or without the express written consent of Lessor, then, in addition to all other remedies available to Lessor, Lessee shall become a tenant at sufferance only, upon the terms and conditions set forth in this Lease so far as applicable, but at a rent sum equal to one hundred fifty percent (150%) of the Base Rent applicable to the Premises immediately prior to the date of such expiration or earlier termination (hereinafter, the "Holdover Rent"). Acceptance by Lessor of Holdover Rent after such expiration or earlier termination shall not constitute consent to a hold over hereunder or result in an extension of this Lease. This Section 1.4 shall not be construed to create any express or implied right to holdover beyond the expiration of the Term or any extension thereof. Lessee shall be liable, and shall pay to Lessor within ten (10) days after demand, for all losses incurred by Lessor as a result of such holdover, including any claim for damages made by a Succeeding Lessee provided that Lessor provides sixty (60) days written notice prior to the expiration or earlier termination of this Lease, and shall indemnify, defend and hold Lessor and the Lessor Parties harmless from and against all liabilities, damages, losses, claims, suits, costs and expenses (including reasonable attorneys' fees and costs) arising from or relating to any such holdover tenancy, including without limitation, any claim for damages made by a succeeding Lessee. Lessee's indemnification obligation hereunder shall survive the expiration or earlier termination of this Lease. The foregoing provisions of this Section 1.4 are in addition to, and do not affect, Lessor's right of re-entry or any other rights of Lessor hereunder or otherwise at law or in equity.

1.5 Triple Net Lease. This Lease is intended to be a net to the Lessor and Lessee shall pay to Lessor, net throughout the Term, rent prescribed under Article Two (Rent) free of any offset, abatement, or other deduction, except as may be expressly set forth herein. Lessor shall not be required to make any payment of any kind with respect to the Premises except as may be expressly set forth herein. Accordingly, Lessee agrees to pay as additional rent all other payments, costs, expenses, charges and other obligations of every kind whatsoever arising from or related to

the Premises and the operation thereof, including, but not limited, to all services and utilities, insurance premiums, real property taxes, rates, assessment, and assessment installments as they become due and payable during the Term, except as otherwise described herein. Lessee shall make those payments at whatever time necessary to prevent delinquency or penalty for late payment unless Lessee has duly contested the payments in the manner prescribed in this Lease.

ARTICLE TWO

RENT

2.1 Initial Term Base Rent. On or before the first (1st) day of each month during the Initial Term of this Lease, Lessee shall pay to Lessor monthly rent payments ("Base Rent") in accordance with the schedule of Base Rent set forth below:

<u>Start Date</u>	<u>End Date</u>	<u>Monthly Rent Based</u>
November 1, 2018	February 28, 2019	\$20,444.45
March 1, 2019	December 31, 2019	\$29,880.35
January 1, 2020	December 31, 2020	\$39,316.25
January 1, 2021	December 31, 2021	\$40,495.74
January 1, 2022	December 31, 2022	\$41,710.61
January 1, 2023	December 31, 2023	\$42,961.93
January 1, 2024	December 31, 2024	\$44,250.79
January 1, 2025	December 31, 2025	\$45,578.31
January 1, 2026	December 31, 2026	\$46,945.66
January 1, 2027	December 31, 2027	\$48,354.03
January 1, 2028	October 31, 2028	\$49,804.65

If Lessee fails to pay any required rent and such nonpayment continues for three (3) days after written notice of nonpayment is given to Lessee, then Lessee shall be in default of this Lease and Lessor shall have all of the remedies given it by this Lease and the general laws. The Parties agree that the Base Rent is based on a square footage calculation of 31,453 square feet (the "Rental Area Square Footage").

2.2 Extension Term Base Rent - First Extension Term.

a. Establishing the New Fair Market Base Rent for First Extension Term. In the event Lessee exercises the first Extension Option referenced under Section 1.3, above, Lessor, in Lessor's sole and absolute judgment and discretion, shall determine the monthly fair market rent for the Premises based upon its then current use without regard to improvements made by Lessee, which shall be in an amount not less than the Base Rent applicable to the Premises immediately prior to the First Extension Term. Lessor shall notify Lessee of the new Base Rent in writing and the basis of its calculation of fair market rent no less than one hundred and eighty (180) days prior to the expiration of the Term. Lessee shall have (60) days from the date Lessor delivers notice of the new Base Rent to deliver to Lessor written acceptance of the new Base Rent. If Lessor fails to timely deliver such notice to Lessor or declines to accept the new Base Rent on the terms specified by Lessor, then Lessor shall be deemed to have withdrawn its Extension Option and the Lease will expire at the end of the Initial Term.

b. Automatic Adjustments to Base Rent During the First Extension Term. Upon the

first anniversary of the start of the first Extension Term and each year on the same date thereafter for the duration of the first Extension Term, the rate per square foot paid by Lessor for purposes of calculating the Base Rent shall increase by three percent (3%).

2.3 Extension Term Base Rent - Second Extension Term.

a. Establishing the New Fair Market Base Rent for Second Extension Term. In the event Lessee exercises the second Extension Option referenced under Section 1.3, above, Lessor, in Lessor's sole and absolute judgment and discretion, shall determine the monthly fair market rent for the Premises based upon its then current use without regard to improvements made by Lessee, which shall be in an amount not less than the Base Rent applicable to the premises immediately prior to the Second Extension Term. Lessor shall notify Lessee of the new Base Rent in writing and the basis of its calculation of fair market rent no less than one hundred and eighty (180) days prior to the expiration of the Term. Lessee shall have (60) days from the date Lessor delivers notice of the new Base Rent to deliver to Lessor written acceptance of the new Base Rent. If Lessor fails to timely deliver such notice to Lessor or declines to accept the new Base Rent on the terms specified by Lessor, then Lessor shall be deemed to have withdrawn its Extension Option and the Lease will expire at the end of the First Extension Term.

b. Automatic Adjustments to Base Rent During the Second Extension Term. Upon the first anniversary of the start of the second Extension Term and each year on the same date thereafter for the duration of the second Extension Term, the rate per square foot paid by Lessor for purposes of calculating the Base Rent shall increase by three percent (3%).

c. Late Payments.

If Lessee fails to pay Base Rent or Additional Rent when due, the unpaid amounts shall bear interest at a three percent (3%) interest rate per annum (but in no event to exceed the maximum lawful rate), commencing ten (10) days from the date the unpaid rent was initially due, to and including the date of payment. In addition, if any installment of Base Rent or Additional Rent is not received by Lessor from Lessee within ten (10) days after the date when due, Lessee shall immediately pay to Lessor a late charge equal to Three Hundred Dollars (\$300.00). Lessor and Lessee agree that this late charge represents a reasonable estimate of the direct and indirect costs, expenses and damages Lessor will incur as a result of Lessee's late payment (which damages would be impractical and extremely difficult to calculate accurately) and which are based primarily on Lessor's Community Development staff and Finance staff time, and is therefore fair compensation to Lessor for its loss suffered by reason of late payment by Lessee.

2.4 Security Deposit.

a. The Parties acknowledge and agree that as of the Lease Commencement Date, Lessee has deposited twenty-five thousand dollars (\$25,000.00) to Lessor as a security deposit under the previous Interim Lease Agreement (the "Security Deposit"). The Security Deposit is and will remain the sole and separate property of Lessor until actually repaid to Lessee (or at Lessor's option, the last assignee (if any) of Lessee's interest hereunder), said sum not being earned by Lessee until all provisions precedent for its payment to Lessee have been fulfilled. If during the Term, any rent or other sums payable to Lessor by Lessee are overdue or unpaid, Lessor may

(but is not required to) apply some or all of the Security Deposit to the payment of such sums. In such event, upon Lessor's written demand, Lessee shall restore such amount to the Security Deposit, and Lessee's failure to do so within ten (10) days after Lessor's demand shall be a breach of this Lease. Should Lessee default in the performance of any of the terms, covenants, and conditions of this Lease, Lessor may, after terminating this Lease, appropriate and apply part or all of the Security Deposit as required to compensate Lessor for damages caused by Lessee's breach. Within twenty-one (21) days after termination of this Lease, the Security Deposit, as may be enhanced under clause b. below, will be refunded without interest to Lessee after Lessor has deducted such amounts necessary to satisfy any outstanding financial obligations and to replace or restore the Premises to as good condition as when rented to Lessee, reasonable wear and tear excepted.

b. On or before January 1st of each even numbered year commencing with the year 2020, Lessee, in addition to the payment of any then-due Base Rent shall also deliver to Lessor such additional monetary sums necessary to ensure that Security Deposit sums maintained by Lessor is in an aggregate amount equal to one-hundred percent (100%) of the then-current Base Rent in effect on January 1st of that calendar year.

ARTICLE THREE

USE OF PREMISES

3.1 Authorized Use. The Premises is leased to Lessee solely for the operation of Lessee's hospital and medical clinic activities, healthcare support activities and healthcare-related administrative services. Lessee shall not use the Building for any other use(s) without first obtaining the written consent of Lessor. All operations incident to this use of the Building shall be carried on according to the best course of business practiced in the vicinity.

3.2 Only Lawful Uses Permitted. Lessee shall not use or permit Premises or any portion of said thereof to be improved, developed, used or occupied in any manner or for any purpose that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county or local governmental agency, body or entity. Furthermore, Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to said Premises or any portion of said Premises. Lessee shall, at Lessee's sole cost and expense, promptly and properly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of the federal, state, county or municipal government which may in any way apply to the use of, maintenance of, occupation of, and operations on the Building.

ARTICLE FOUR

TAXES AND UTILITIES

4.1 Lessee to Pay Taxes. Lessor hereby gives notice to Lessee, pursuant to Revenue and Tax Code Section 107.6 that this Lease may create a possessory interest that is the subject of property taxes levied on such interest, the payment of which taxes shall be the sole obligation of Lessee. Lessee shall advise in writing any sublessee, licensee, concessionaire or third party using the Premises of the requirements of Section 107.6. In addition to the Base Rent, Lessee shall pay

any and all applicable taxes, assessments, and other charges of any description or nature levied or assessed during the Term by any governmental agency or entity on or against said Premises by reason of the Development, or any improvements or other property placed by the Lessee in or on said Premises. Lessee, at its sole cost and discretion, may apply for tax exempt status of the Premises, and Lessor shall take such action to assist Lessee with obtaining such designation.

4.2 Proration of Taxes. Except as provided herein, and notwithstanding Section 4.1 of this Lease, Lessee's obligation to pay taxes as provided in Section 4.1 above shall be prorated on the basis of a 365-day year to account for any portion of a fiscal tax year (beginning on July 1 and ending on June 30) included in the Term at the beginning or end of the Term and Lessor shall be obligated to pay any taxes accrued outside the Term of this Lease.

4.3 Payment Before Delinquency. Any and all taxes and assessments and installments of taxes and assessments required to be paid by the Lessee under this Lease shall be paid at least ten (10) days before such tax, assessment, or installment of tax or assessment becomes delinquent and the official and original receipt for the payment of such tax, assessment, or installment shall immediately be given to Lessor.

4.4 Contest of Tax. Lessee shall have the right to contest, oppose, or object to the amount or validity of any tax, assessment, or other charge levied on or assessed against said Premises or any part of said Premises; provided, however, that the contest, opposition, or objection must be filed before the contest, opposition or objection is due and before the tax, assessment, or other charge at which it is directed becomes delinquent. Written notice of the contest, opposition or objection must be given to Lessor at least ten (10) days before the earlier of (i) the date the contest, opposition or objection is due and (ii) the date the tax, assessment, or other charge becomes delinquent. Lessor shall, on written request of Lessee, join in any such contest, opposition, or objection if Lessee determines such joinder is necessary or convenient for the proper prosecution of the proceedings, but Lessor shall not be liable for any costs or expenses incurred or awarded in the proceeding.

4.5 Tax Returns and Statements. During the Term, Lessee shall, as between Lessor and Lessee, have the duty of attending to, preparing, making and filing any statement, return, report or other instrument required or permitted by law in connection with the determination, equalization, reduction, or payment of any taxes, assessments, or other charges that are or may be levied on or assessed against said Premises, any portion of said Premises, any interest in said Premises, or any improvements or other property on said Premises, other than those statements, returns, reports or other instruments directly related to Lessor's interest in the Premises after the Lease Expiration Date.

4.6 Tax Hold-Harmless Clause. In addition to any other duty to indemnify, defend and hold harmless as may be set forth in this Lease, Lessee shall also indemnify, defend and hold Lessor and the property of Lessor, including the Premises and any improvements now or hereafter on the Premises, free and harmless from any liability, loss or damage resulting from any taxes, assessments, or other charges required by this Article to be paid by the Lessee relating to the Premises and from all interests, penalties or other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments or other charges.

4.7 Exemptions in Lieu of Taxes. Lessee's obligation to pay or cause to be paid taxes or assessments levied or charged against the Premises or improvements or against personal

property shall not include the following, whatever they may be called: income, or profits taxes levied or assessed against Lessor by federal, state or other governmental agency; estate, gift, succession, inheritance, or transfer taxes of Lessor; or corporation, franchise, profits, personal property, capital levy, capital stock, or revenue taxes imposed on the corporation owner of the fee title of the Premises, or any increase in taxes attributable to the sale of the Premises.

4.8 Installment Payments. If any real estate tax, special tax or assessments are at any time during the Term of this Lease levied or assessed against the Premises, which, upon exercise of any option permitted by the assessing authority, may be paid in installments or converted to an installment payment basis (irrespective of whether interest shall accrue on unpaid installments), Lessee may elect to pay such taxes in installments (with accrued interest thereon, if any). In the event of such election, Lessee shall be liable only for those installments of such tax or assessment which become payable during the Term of this Lease, and Lessee shall not be required to pay any such installment which becomes due and payable after the expiration of the Term or sooner termination of this Lease. Lessor shall execute whatever documents may be necessary to convert any real estate taxes to such an installment payment basis if requested to do so by Lessee.

4.9 Utilities. Lessee shall pay when due or cause to be paid when due, and hold Lessor and the property of Lessor including said Premises free and harmless from, all charges for the furnishing of gas, light, water, electricity, power, telecommunication service, and any other public utilities to said Premises during the Term of this Lease and for janitorial services for the Premises and for the removal of garbage and rubbish from said Premises during the Term of this Lease.

4.10 Payment by Lessor. Subject to the provisions of Section 4.4 for Lessee to contest taxes, should Lessee fail to pay within the time specified in this Article any taxes, assessments, utilities or other charges required by this Article to be paid by Lessee, Lessor may, without notice to or demand on Lessee, after ten (10) days' written notice to Lessee pay, discharge, or adjust such tax, assessment, utilities, or other charge for the benefit of Lessee. In such event, Lessee shall promptly on written demand of Lessor reimburse Lessor for the full amount paid by Lessor in paying, discharging, or adjusting such tax, assessment or other charge together with interest thereon at the rate of ten percent (10%) per annum from the date of payment by Lessor until the date of repayment by Lessee. Where no time within which any charge required by this Article to be paid by Lessee is specified in this Article, such charge must be paid by Lessee before it becomes delinquent.

ARTICLE FIVE ALTERATIONS

5.1 Lessor's Approval Rights. Lessee shall not make or suffer to be made any alterations, additions, or improvements to the Premises or any part thereof or attach any fixtures or equipment thereto (i) costing in excess of Two Hundred Thousand Dollars (\$200,000.00) for any single instance or in the aggregate for any consecutive (12) months; or (ii) affecting the Building structure (collectively, "Alterations") without Lessor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, after receipt and approval of plans and specifications thereof. All Alterations shall be effected through the use of contractors approved by Lessor. If Lessor's approval is required for an Alteration, Lessor may require that Lessee's contractor furnish to Lessor upon demand such completion bonds and labor and material bonds as Lessor may require so as to assure completion of the Alterations on a lien-free basis.

5.2 Notice and Permits. Lessee shall obtain, and pay all fees for all permits required by the Lessor or other legal jurisdictions, for improvements that it is required to construct or install and it shall furnish copies of all such permits to Lessor prior to the commencement of any work. Lessee shall submit "As Built" drawings showing the actual location of all 'Lessees' constructed improvements upon Premises.

5.3 Title to Alterations. Title to all Alterations of such a nature as cannot be removed without damage to the Premises, including all carpeting, decorations, finishes, and counters, shall vest in Lessor upon the expiration or termination of the Lease. All permanent buildings, structures, and improvements, including pipelines, storage tanks, pumps, electric controls, and other like facilities and appurtenances, thereto erected or by installed by Lessee hereafter constructed or placed upon the Premises or in rights of way and easements given by Lessor to Lessees, and all alterations, modifications and in enlargements thereof and improvements therein shall not be deemed trade fixtures, but shall become part of the Premises, subject to Lessees rights of possession, use and occupancy during the term of this Lease in accordance with the terms and conditions thereof. All other equipment of such nature as to constitute trade fixtures shall remain the property of Lessee. Upon the expiration or termination of the Lease, Lessee may remove said trade fixtures or Lessor may require that Lessee remove same at Lessee's expense. Lessee agrees and understands that "fixture" is defined as a thing affixed to premises that is bolted, nailed, screwed, cemented and/or plastered; except that furniture, equipment, and furnishings that are bolted or nailed to floors or walls for safety, earthquake protection, or security, or artwork, shall be deemed "trade fixtures" and Lessee shall repair any damage to the Premises as a result of the removal of the same. For the purpose of this Lease, fixtures shall include slat wall, counters and the like, attached to the physical structure of the Premises in any matter whatsoever. Upon the expiration or termination of the Lease, all fixtures, other than those deemed trade fixtures by Lessor, shall become the property of Lessor. Lessee shall be liable to Lessor for Lessor's costs for storing, removing and disposing of any of Lessee's personal property.

5.4 Removable Property and Equipment. At any time during the period that this Lease is in effect, if not in default thereunder, Lessee may remove all or any personal property, title to which is in Lessee, which Lessee theretofore has placed or installed upon the Premises and the cost of which has not been reimbursed by Lessor, provided that upon said removal, shall repair at its own expense any damage resulting therefrom.

5.5 Prevailing Wage Compliance.

a. Lessee acknowledges and agrees that Alterations made by or on behalf of Lessee to the Premises or any portion thereof ("Improvement Work"), whether paid for in whole or part by Lessor or which are considered to have been paid for in whole or part by Lessor (e.g. which become Lessor's property upon the expiration or other termination of this Lease), will constitute "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds..." (California Labor Code Section 1720). Accordingly, Lessee shall comply with applicable prevailing wage policies as set forth under applicable California Labor Code requirements pertaining to "public works" (California Labor Code Section 1720 et seq., as amended from time to time and implementing regulations), the Davis-Bacon Act,

as amended from time to time and implementing regulations, and all other applicable decisions, statutes, ordinances, resolutions, decrees, orders, writs, rules, or regulations of any federal, state, regional, county, local or other governmental agency, legislative body, court, authority, administrative agency, regulatory body, commission, joint powers agency or instrumentality addressing the payment of prevailing wages in connection with any Improvement Work (collectively, "Prevailing Wage Laws"). Lessee shall require the general contractor for any Improvement Work to submit, upon request by Lessor, certified copies of payroll records to Lessor and to maintain and make records available to Lessor and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. Lessee shall also include in its general contractor agreement, and in all of its subleases and other contracts, a provision in a form acceptable to Lessor which obligates the general contractor and others as applicable (a) to comply with, and to require that their respective sublessees, contractors and/or subcontractors comply with, Prevailing Wage Laws, and (b) upon request by Lessor to submit certified copies of payroll records to Lessor and to maintain and make such payroll records available to Lessor and its designees for inspection and copying, during regular City business hours, at the Premises or at another location within the City of San Fernando.

b. In addition to any other duty to indemnify, defend and hold harmless as may be set forth elsewhere in this Lease, Lessee shall defend, indemnify and hold harmless the Lessor Entities, defined under Section 7.1, below, from and against any and all present and future actions, causes of action, claims, cross-claims, disputes, demands, damages (including special and consequential damages), losses, fines, taxes, costs, loss of service, expenses, liabilities, obligations, attorneys' fees, and debts of whatever kind, character, or nature, in law, equity, contract or tort, or otherwise (collectively, "Prevailing Wage Claims") arising out of or in any way connected with Lessee's obligation to comply with all Prevailing Wage Laws with respect to any Improvement Work as provided above, including all Prevailing Wage Claims that may be made by contractors, subcontractors or other third party claimants pursuant to California Labor Code Section 1726.

ARTICLE SIX

MAINTENANCE AND REPAIRS

6.1 "As-Is" Condition. LESSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT LESSOR IS LEASING THE PREMISES TO LESSEE ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT LESSEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM LESSOR OR ITS AGENTS, AS TO ANY MATTERS CONCERNING THE PREMISES, INCLUDING: (i) the quality, nature, adequacy and physical condition and aspects of the Premises, including, but not limited to, landscaping, utility systems, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Premises, (iv) the development potential of the Premises, and the use, habitability, merchantability, or fitness, suitability, value or adequacy of the Premises for any particular purpose, (v) the zoning or other legal status of the Premises or any other public or private restrictions on use of the Premises, (vi) the compliance of the Premises or its operation with any applicable codes, laws, regulations,

statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of Hazardous Materials on, under or about the Premises or the adjoining or neighboring property, (viii) the quality of any labor and materials used in any improvements on the real property, (ix) the condition of title to the Premises, and (x) the agreements affecting the Premises, including covenants, conditions, restrictions, ground leases, and other matters or documents of record or of which Lessee has knowledge.

6.2 Lessee's Maintenance Obligations. Lessee, at all times during the Term and at Lessee's sole cost and expense, shall keep the Premises and every part thereof in good condition and repair, and in compliance with applicable laws.

6.4. Waivers of Repair Rights. Lessee expressly waives all rights to make repairs at the expense of Lessor or to terminate this Lease because of Lessor's failure to keep the premises in good order, condition, and repair as provided for in Sections 1941 and 1942 of the Civil Code of the State of California.

6.5 Construction-Related Accessibility Standards. The Parties acknowledge and agree that as of the Lease Commencement Date, the Premises have not been inspected by a Certified Access Specialist (CASP). A Certified Access Specialist (CASP) can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Upon Lessee's prior written request, Lessor may permit Lessee to undertake a CASp inspection of the Premises, at a date, time and manner mutually acceptable to the Parties, provided that no such inspection shall occur sooner than thirty (30) days from the date Lessor receives Lessee's written request for such an inspection. The foregoing notwithstanding Lessee shall be sole responsible for all fees, costs and other expenses associated with such an inspection and Lessor shall also be solely responsible for the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6.6 Landlord's Governmental Capacity. All improvements made by Lessee constituting Alterations shall be subject to Lessor's approval in its proprietary capacity as the Lessor under this Lease; however, such approval shall not supplant, supersede, waive, or otherwise affect Lessor's rights in its governmental capacity.

ARTICLE SEVEN WAIVER; INDEMNITY AND INSURANCE

7.1 Waiver. Lessee, on behalf of itself and its assigns, waives its rights to recover from and releases and discharges Lessor and all Lessor Entities and their respective heirs, successors, personal representatives and assigns, from any and all Losses whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way connected with (a) the physical or environmental condition of the Premises or any law or regulation applicable thereto, (b) any damage that may be suffered or sustained by Lessee or any person whosoever may at any time be using or occupying or visiting the Premises, or (c) any act or omission (whether negligent, non-negligent or otherwise) of Lessee or any of Lessee's officers, employees, contractors,

sublessees, agents or volunteers (each a “Lessee Entity”; and collectively “Lessee Entities”), whether or not such Losses shall be caused in part by any act, omission or negligence of Lessor, Lessor’s elected or appointed officials, Lessor’s employees, agents and volunteers and their successors and assigns (each, a “Lessor Entity”; collectively, “Lessor Entities”), except if caused by the sole gross negligence or willful misconduct of Lessor or a Lessor’s Entity. In connection with the foregoing waiver, Lessee expressly waives the benefit of Section 1542 of the California Civil Code, which provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.”

7.2 Indemnity. In addition to, and not in limitation of the foregoing, Lessee shall forever indemnify, defend, hold and save Lessor and each Lessor Entity free and harmless of, from and against any and all Losses caused in whole or in part by or arising out of (a) any act or omission of Lessee or any Lessee Entity, (b) Lessee’s use of the Premises or operations on the Premises or (c) any default by Lessee or any Lessee Entity hereunder, whether or not Losses shall be caused in part by any act, omission or negligence of Lessor or any Lessor Entity. The foregoing indemnity shall not extend to any Loss caused by the sole gross negligence or willful misconduct of Lessor or a Lessor Entity.

7.3 Losses. For purposes hereof “Losses” shall mean any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorneys’ fees, investigation costs, remediation costs, and court costs), of any kind or nature.

7.4 Immediate Obligation to Defend. Lessee specifically acknowledges that it has an immediate and independent obligation to defend Lessor or the Lessor Entity from any claim which is actually or potentially within the scope of the indemnity provision of this section or any other indemnity provision under this Lease, even if such allegation is or may be groundless, fraudulent or false, and such obligation arises at the time such claim is tendered to Lessee and continues at all times thereafter.

7.5 Notice. Without limiting the foregoing waiver and indemnity, each Party hereto shall give to the other prompt and timely written notice of any Loss coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

7.6 Insurance. Lessee, at its sole cost and expense, commencing on the Lease Commencement Date and continuing for the duration of the Term, shall procure, pay for and thereafter keep in full force and effect the following types of insurance, in at least the amounts and in the forms specified below:

- a. Commercial general liability insurance with coverage limits of no less than Two Million Dollars (\$2,000,000) for combined single limit for bodily injury, personal injury, death and property damage liability per occurrence or the limit carried by Lessee, whichever is greater, insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy of the

Premises or related to the exercise of any rights of Lessee pursuant to this Lease, subject to increases in the amount as Lessor may reasonably require from time to time. All such liability insurance shall include, but not be limited to, personal injury, blanket contractual cross-liability and severability of interest clauses, broad form property damage, independent contractors, owned, non-owned and hired vehicles.

- b. Worker's compensation coverage in an amount adequate to comply with the laws of the State of California and employer's liability coverage with a limit of not less than One Million Dollars (\$1,000,000).
- c. Fire and casualty coverage insurance covering the Premises and all improvements either now or hereafter located on the Premises, against loss or damage by fire or other risks or perils, including fire, smoke, sprinkler leakage, windstorm, hail, explosion, riot, strike, civil commotion, malicious mischief, vandalism in an amount not less than one hundred percent (100%) of the full replacement cost of the Premises and all improvements constructed or erected thereupon.

7.7 Form of Policies. All insurance required by Lessee hereunder shall be pursuant to policies in a form and substance and issued by companies reasonably satisfactory to Lessor. Upon sixty (60) calendar days prior written notice to Lessee, Lessor may, upon reasonable grounds increase or change the required insurance hereunder, provided such additional increase in coverage limits does not exceed an amount equal to one-hundred percent (100%) of the existing insurance coverage limits specified in Section 7.6 above during the entirety of the Term, First Extension Term, and Second Extension Term, in which event Lessee shall obtain such required insurance. Without limiting the generality of the foregoing, all Comprehensive General Liability Insurance, and Comprehensive Automobile Liability Insurance, policies shall be endorsed to provide the following:

- a. Name as additional insured the Lessor and its officers, officials, employees, and volunteers (collectively, "Additional Insureds");
- b. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Lease, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. That the insurance company shall give Lessor thirty (30) days prior written notice or Ten (10) days written notice for non-payment of premiums of cancellation, non-renewal or reduction in coverage or limits, delivered to Lessor.

7.8 Delivery of Policies or Certificates. Within ten (10) business days after Lessor's request, and in any event on or before the Lease Commencement Date, Lessee shall provide to Lessor copies of its insurance certificates thereof evidencing the above insurance. The Lessor reserves the right to examine Lessee's actual insurance policies on a case by case basis.

7.9 Subrogation. Notwithstanding anything to the contrary herein, Lessee waives any right of recovery against Lessor for any loss or damage to the extent the same is required to be covered by Lessee's insurance hereunder. Lessee shall obtain from its insurer, if possible, a waiver of subrogation the insurer may have against Lessor or any Lessor Entity in connection with any

Loss covered by Lessee's property insurance policy.

ARTICLE EIGHT
EMINENT DOMAIN

8.1 Definitions. For purposes of this Article 8 (Eminent Domain), the following capitalized terms shall have the following meanings:

(a) "Award" means all compensation, sums or value paid, awarded or received for a Taking, whether pursuant to judgment, agreement, settlement or otherwise.

(b) "Date of Taking" means the earlier of: (i) the date upon which title to the portion of the Premises taken passes to and vests in the condemnor, and (ii) the date on which Lessee is dispossessed

(c) "Taking" means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under applicable laws. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

(d) "Total Taking" means a Taking of substantially all of the Premises, or a portion of the Premises that Lessee reasonably believes renders the Premises imprudent or unreasonable to use for Lessee's intended purpose, or if access to the Premises is substantially impaired as a result of any Taking.

8.2 General. If during the Term or during the period between the execution of this Lease and the Commencement Date, any Taking of all or any part of the Premises or any interest in this Lease occurs, the rights and obligations of the Parties hereunder shall be determined pursuant to this Article 8 (Eminent Domain). Lessor and Lessee intend that the provisions hereof govern fully in the event of a Taking and accordingly, the Parties each hereby waives any right to terminate this Lease in whole or in part under Sections 1265.120 and 1265.130 of the California Code of Civil Procedure or under any similar law now or hereafter in effect.

8.3 Total Taking; Automatic Termination. If a Total Taking of the Premises occurs, then this Lease shall terminate as of the Date of Taking.

8.4 Partial Taking; Election to Terminate. If a Taking of any portion (but less than all) of the Premises occurs, then this Lease shall terminate in its entirety if all of the following exist: (i) the partial Taking renders the remaining portion of the Premises untenable or unsuitable for continued use by Lessee for the Permitted Use; (ii) the condition rendering the Premises untenable or unsuitable either is not curable or is curable but Lessor is unwilling or unable to cure such condition; and (iii) Lessor elects to terminate. If a partial Taking of a material portion of the Premises occurs, Lessor shall have the right to terminate this Lease in its entirety. Lessor's elections to terminate this Lease pursuant to this Section shall be exercised by Lessor's giving notice to Lessee on or before the date that is one hundred twenty (120) days after the Date of

Taking, and thereafter this Lease shall terminate upon on the thirtieth (30th) day after such notice is given.

8.5 Lessee Monetary Obligations; Award. Upon termination of this Lease pursuant to an election under Section 8.4 (Partial Taking; Election to Terminate) above, then: (i) Lessee's obligation to pay Base Rent shall continue up until the date of termination, and thereafter shall cease, and (ii) Lessor shall be entitled to the entire Award in connection therewith (including any portion of the Award made for the value of the leasehold estate created by this Lease), and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease, provided that Lessee may make a separate claim for compensation, and Lessee shall receive any Award made specifically to Lessee, for Lessee's relocation expenses or the interruption of or damage to Lessee's business or damage to Lessee's personal property.

8.6 Partial Taking; Continuation of Lease. If a partial Taking of the Premises occurs and this Lease is not terminated in its entirety under Section 8.4 (Partial Taking; Election to Terminate) above, then this Lease shall terminate as to the portion of the Premises so taken, but shall remain in full force and effect as to the portion not taken, and the rights and obligations of the Parties shall be as follows: (i) the Base Rent shall be adjusted by Lessor to reflect the Taking, and (ii) Lessor shall be entitled to the entire Award in connection therewith (including, but not limited to, any portion of the Award made for the value of the leasehold estate created by this Lease). Lessee shall have no claim against Lessor for the value of any unexpired Term of this Lease, provided that Lessee may make a separate claim for compensation. Lessee shall retain any Award made specifically to Lessee for Lessee's relocation expenses or the interruption of or damage to Lessee's business or damage to Lessee's personal property.

8.7 Temporary Takings. Notwithstanding anything to contrary in this Article, if a Taking occurs with respect to all or any part of the Premises for a limited period of time not in excess of one hundred eighty (180) consecutive days, this Lease shall remain unaffected thereby, except to the extent prevented by reason of any order of the condemning authority, and Lessee shall continue to pay Base Rent, and to perform all of the terms, conditions and covenants of this Lease. In the event of such temporary Taking, Lessor shall be entitled to receive any Award, and Lessee may make a separate claim for compensation.

ARTICLE NINE

ASSIGNMENT AND SUBLETTING

9.1 No Assignment. Lessee shall not assign, sublet, encumber, or otherwise transfer, whether voluntary or involuntary or by operation of law, the Premises or any part thereof, or any interest herein, without Lessor's prior written consent, which consent may be granted or denied in Lessor's sole and absolute discretion (The term "Transfer" shall mean any such assignment, subletting, encumbrance, or transfer). Lessor's consent to one Transfer shall not be deemed a consent to subsequent Transfers. Any Transfer made without Lessor's consent shall constitute a default hereunder and shall be voidable at Lessor's election. Notwithstanding the foregoing, Lessee may sublet any portion of the Premises to any health care facility or non-profit organization providing health or medical related services to the community.

9.2 Intentionally Deleted

9.3 No Release. In no event will Lessor's consent to a Transfer be deemed to be a release of Lessee as primary obligor hereunder.

9.4 Subleasing. Without limiting Lessor's discretion in approving or disapproving a proposed Transfer, if and to the extent Lessor permits Lessee to sublease the Premises, the following shall apply:

(a) Prior to negotiating a sublease agreement, Lessee must submit to Lessor a sublease proposal for Lessor's approval, which approval may be granted or withheld in Lessor's absolute and sole discretion within 60 calendar days or less;

(b) Every sublease must be in a form approved by the City Manager.

(c) Each and every covenant, condition or obligation imposed upon Lessee by this Lease and each and every right, remedy or benefit afforded Lessor by this Lease will not be impaired or diminished as a result of any sublease agreement;

(d) Transfer Rent: If Lessee shall enter into a sublease, Lessee shall pay to Lessor fifty percent (50%) of any "Transfer Premium" (as hereinafter defined). In the event of a subletting, "Transfer Premium" shall mean all rent, additional rent or other consideration payable by such sublessee to Lessee or on behalf of Lessee in connection with the subletting in excess of the rent, additional rent and other sums payable by Lessee under this Lease during the term of the sublease on a per square foot basis in less than all of the Premises in subleased, less the following costs actually incurred and paid by Lessee to secure the sublease to the extent they are reasonable: (i) improvement costs and allowances, (ii) ongoing utility and maintenance costs during the term of the sublease for the subleased portion of the Premises, (iii) broker's commissions; and (iv) attorneys' fees and costs ("Transfer Expenses"). "Transfer Premium" shall mean any consideration paid by the sublessee to Lessee which Landlord reasonably determines is allocable to the leasehold value of this Lease, less such Transfer Expenses. If part of the Transfer Premium shall be payable by the sublessee other than in cash, then Lessor's share of such non-cash consideration shall be in form as is reasonably satisfactory to Lessor. Lessee may recover its transfer expenses prior to paying any Transfer Premiums to Lessor provided Lessee shall have first provided Lessor with reasonable written evidence of the Transfer Expenses actually paid by Lessee. Notwithstanding anything in the foregoing to the contrary, no Transfer Premium shall be due with respect to any payments made to Lessee in connection with any services or equipment provided by Lessee, including, without limitation, telephone, reception, HVAC, or internet access.

(e) All subleases between Lessee and an authorized sublessee shall provide that in the event this Lease expires or is sooner terminated for any reason, the sublease shall also automatically terminate and that Lessor shall have no obligation to allow the sublessee's subtenancy to continue beyond the date by which this Lease expires or sooner terminates, whichever the case may be;

(f) Lessee, as a term of any sublease, shall require that the subleases authorized use of the subleased portion of the Premises shall be limited to those uses authorized under Article Three of this Lease. Lessee shall not allow any sublessee to use the Premises in manner or for a purposes otherwise prohibited under this Lease. Lessee shall promptly notify Lessor of any unauthorized use of the Premises by any sublessee, but in no event later than three (3) days from the date Lessee discovers any such unauthorized use.

(g) Lessee assigns to Lessor all rent and other payments due from all sublessees under any sublease agreements; provided however, Lessee is hereby granted a license to collect rents and other payments due from sublessees under their sublease agreements until the occurrence of an Event of Default, regardless of whether a notice of that default has been given by Lessor. At any time, Lessor's option, Lessor may notify a sublessee of this assignment and upon such notice the sublessee will pay its rent directly to Lessor. Lessor will credit Lessee with any rent received by Lessor under such assignment, but the acceptance of any payment on account of rent from any sublessees as a result of an Event of Default will in no manner whatsoever serve to release Lessee from any liability under this Lease. No payment of rent or any other payment by a sublessee directly to Lessor or other acceptance of such payments by Lessor, regardless of the circumstances or reasons therefor, will in any manner whatsoever be deemed an attornment by the sublessees to Lessor in the absence of either a specific written agreement signed by Lessor to such an effect; provided, however, no attornment shall occur during any notice or applicable cure period of an Event of Default.

9.5 Acceptance of Rent. The acceptance of rent by Lessor from any person or entity does not constitute a waiver by Lessor of any provision of this Lease or consent to any Transfer. Lessor's consent to one Transfer will not be deemed to be consent to any subsequent Transfer. If Lessee defaults in the performance of any of the terms of this Lease, Lessor may proceed directly against the transferor (or if there has been more than one Transfer, then each transferor) without necessity of exhausting remedies against Lessee. Lessor may consent to subsequent Transfers or amendments or modifications to this Lease with transferees, without notifying transferor (or if there has been more than one Transfer, then each transferor) and without obtaining its or their consent thereto and such action shall not relieve any transferor of liability under this Lease as amended.

9.6 Waiver. Lessee waives the provisions of Civil Code Section 1995.310 with respect to remedies available to Lessee should Lessor fail to consent to a Transfer.

ARTICLE TEN DAMAGE OR DESTRUCTION

10.1 Partial Destruction of the Premises.

(a) In the event the improvements on the Premises for which Lessee bears all maintenance and repair responsibility pursuant to Section 6.2 are damaged by any casualty which is required to be insured against pursuant to this Lease, then Lessee shall repair such damage as soon as reasonably possible, at its own cost, and this Lease shall continue in full force and effect.

(b) In the event such improvements for which Lessee bears all maintenance and repair responsibility pursuant to Section 6.2 are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Lease, then Lessor may, at Lessor's option, either (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within sixty (60) days after the date of occurrence of such damage of Lessor's intention to terminate this Lease. Such termination shall be effective as of the date specified in such notice.

(c) Notwithstanding the foregoing, if such damage is caused by an act or omission to act of Lessee or a Lessee Entity, then Lessee shall repair such damage, promptly at its sole cost and expense.

(d) Notwithstanding anything in the foregoing to the contrary, if Lessor elects to terminate this Lease pursuant to this Section 10.1, Lessee shall have the right within forty-five (45) days after receipt of the required notice to notify Lessor of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which event this Lease shall continue in full force and effect and Lessee shall proceed to make such repairs as soon as reasonably possible. If Lessee does not give such notice within the forty-five (45) day period, this Lease shall be terminated as of the date specified in Lessor's notice. Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any paneling, decorations, office fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the Premises by Lessee or at the direct or indirect expense of Lessee, provided sufficient insurance is available to pay for such repairs. Lessee shall be required to restore or replace same in the event of damage.

10.2 Total Destruction of Premises. If the improvements on the Premises are totally destroyed during the Term from any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Lease shall automatically terminate as of the date of such total destruction.

10.3. Partial Destruction of Building. If fifty percent (50%) or more of the Building shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the Building shall be damaged or destroyed by an uninsured risk, notwithstanding that the remainder of the Premises may be unaffected thereby, Lessee may elect to terminate this Lease by giving notice to Lessor within ninety (90) days from the date of occurrence of such damage or destruction, in which event the Term of this Lease shall expire on a mutually agreed upon date and Lessee shall thereupon surrender the Premises to Lessor as required hereunder.

10.4 Damage Near End of the Term. If during the last year of the Term, the improvements on the Premises are partially destroyed or damaged, Lessor may at Lessor's option terminate this Lease as of the date of occurrence of such damage by giving written notice to Lessee of Lessor's election to do so within thirty (30) days after the date of occurrence of such damage. In the event Lessor elects to terminate this Lease pursuant hereto, Lessee shall have the right within forty-five (45) days after receipt of the required notice to notify Lessor in writing of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which

event this Lease shall continue in full force and effect and Lessee shall proceed to make such repairs as soon as reasonably possible.

10.5 Abatement of Rent; Lessee's Remedies. Except as outlined below, if the Premises are partially destroyed or damaged, Lessee shall have no claim against Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration. Lessee waives California Civil Code Sections 1932(2) and 1933(4) providing for termination of hiring upon destruction of the thing hired. Except in the event of the total destruction of the Premises as provided under Section 10.2, above, and subject to Lessor's right of termination as set forth under Section 10.4, above, or elsewhere in this Lease, in the event that the nature of the damage is such that the Premises is determined unsuitable for occupancy by the appropriate regulatory agency or official, the Lessee may submit a written request for the abatement of rent from Lessor for the period during which the Premises is unsuitable for occupancy. Lessee's written request shall indicate the amount by which Lessee proposes to abate rent and the basis and rationale for Lessee's abatement calculation. Lessee shall also provide such other records or information as Lessor may request for purposes of evaluating Lessee's abatement request. Lessor, in its reasonable discretion, may grant the request as proposed or subject to modification or deny the request. The Parties shall reasonably cooperate to ensure that repairs to the Premises are diligently pursued to completion.

ARTICLE ELEVEN DEFAULT; REMEDIES; SURRENDER

11.1 Event of Default. The occurrence of any one or more of the following events shall constitute a breach of this Lease and an "Event of Default" hereunder:

(a) Lessee shall fail duly and punctually to pay the Base Rent or to make any other payment required hereunder, when due to Lessor, and such failure shall continue beyond the date specified in a five (5) day written notice of such default from Lessor; or

(b) Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property; or

(c) A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Lessee and shall not be dismissed within thirty (30) days after the filing thereof; or

(d) There shall occur a Transfer without the prior approval of Lessor; or

(e) Lessee shall voluntarily abandon, desert or vacate the Premises; or

(f) Any lien shall be filed against the Premises as a result of any act or omission of Lessee, and shall not be discharged, bonded, or contested by Lessee in good faith by proper legal

proceedings within thirty (30) days after receipt of notice thereof by Lessee; or

(g) Lessee shall fail to provide, maintain, increase, or replace, the Security Deposit as required herein; or

(h) Lessee shall fail to obtain and maintain the insurance required hereunder, or provide copies of the policies or certificates to Lessor as required herein within five (5) days written demand; or

(i) Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Lease, and such failure shall continue for a period of more than five (5) days after delivery by Lessor of a written notice of such failure (the "First Notice"); or if satisfaction of such obligation requires activity over a period of time, if Lessee fails to commence the cure of such failure within five (5) days after receipt of the First Notice, or thereafter fails to diligently prosecute such cure, or fails to actually cause such cure within one hundred twenty (120) days after the giving of the First Notice; or

(j) Lessee shall use or give its permission to any person to use any portion of the Premises for any illegal purpose, or any purpose not approved by Lessor.

11.2 Statutory Notices. Notwithstanding anything to the contrary in this Article, any written notice, other than as specifically set forth in this Article, required by any statute or law now or hereafter in force is hereby waived by Lessee to the fullest extent available under law. Any notice given by Lessor pursuant to Section 11.1 may be the notice required or permitted pursuant to Section 1161 et seq. of the California Code of Civil Procedure or successor statutes, and the provisions of this Lease will not require the giving of a notice in addition to the statutory notice to terminate this Lease and Lessee's right to possession of the Premises. The periods specified in Section 11.1 within which Lessee is permitted to cure any default following notice from Lessor will run concurrently with any cure period provided by applicable laws.

11.3 Remedies.

a. Upon the occurrence and during the continuance of an Event of Default, Lessor shall have the following rights and remedies in addition to all other rights and remedies available to Lessor at law or in equity: Lessor shall have the rights and remedies provided by California Civil Code Section 1951.2(damages on termination for breach), including the right to terminate Lessee's right to possession of the Premises. In the event this Lease is so terminated, Lessor may recover from Lessee the following damages:

- (i) The "worth at the time of the award" of the unpaid Base Rent earned to the time of termination hereunder;
- (ii) The "worth at the time of the award" of the amount by which the unpaid Base Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably

- avoided; and
- (iii) The “worth at the time of the award” of the amount by which the unpaid Base Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and
- (iv) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee’s failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

b. For purposes of the foregoing, the “worth at the time of award” of the amounts referred to in clauses (i) and (ii) above is computed by allowing interest at the lower of ten percent (10%) per annum and the highest rate legally permitted under applicable law. The “worth at the time of award” of the amount referred to in clause (iii) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1% (one percent). Notwithstanding any other provisions hereof, any efforts by Lessor to mitigate damages caused by Lessee’s breach of this Lease shall not constitute a waiver of Lessor’s right to recover damages hereunder and shall not affect the right of Lessor to indemnification pursuant to the provisions of Article 7 (Waiver; Indemnity; Insurance) hereof. Lessee agrees that Lessee’s obligations under this Lease, including the payment of Base Rent, are independent covenants and are not conditioned on the covenants or warranties of Lessor.

c. Lessor shall have the right and remedy described in California Civil Code Section 1951.4. Lessor may elect not to terminate this Lease and let this Lease continue, in which case Lessor may enforce all its rights and remedies under this Lease, including the right to recover Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon the initiative of Lessor to protect Lessor’s interest under this Lease shall not constitute a termination of Lessee’s right to possession.

d. Lessor shall have the right and power to enter and to sublet the Premises, to collect rents from all sublessees and to provide or arrange for the provision of all services and fulfill all obligations of Lessee (as permitted in accordance with the terms of this Lease) and Lessor is hereby authorized on behalf of Lessee, but shall have absolutely no obligation, to provide such services and fulfill such obligations and to incur all such expenses and costs as Lessor deems necessary in connection therewith. Lessee shall be liable immediately to Lessor for all costs and expenses Lessor incurs in collecting such rents and arranging for or providing such services or fulfilling such obligations. Lessor is hereby authorized, but not obligated, to relet the Premises or any part thereof on behalf of Lessee, to incur such expenses as may be necessary to effect a relet and make said relet for such term or terms, upon such conditions and at such rental as Lessor in its sole discretion may deem proper. Lessee shall be liable immediately to Lessor for all reasonable costs Lessor incurs in reletting the Premises required by the reletting, and other costs. If Lessor relets the Premises or any portion thereof, such reletting shall not relieve Lessee of any obligation hereunder, except that Lessor shall apply the rent or other proceeds actually collected by it as a result of such reletting against any amounts due from Lessee hereunder to the extent that such rent or other proceeds compensate Lessor for the nonperformance of any obligation of Lessee hereunder. Such payments by Lessee shall be due at such times as are provided elsewhere in this Lease, and Lessor need not wait until the termination of this Lease, by expiration of the Term

hereof or otherwise, to recover them by legal action or in any other manner. Lessor may execute any lease made pursuant hereto in its own name, and the lessee thereunder shall be under no obligation to see to the application by Lessor of any rent or other proceeds, nor shall Lessee have any right to collect any such rent or other proceeds. Lessor shall not by any reentry or other act be deemed to have accepted any surrender by Lessee of the Premises or Lessee's interest therein, or be deemed to have otherwise terminated this Lease, or to have relieved Lessee of any obligation hereunder, unless Lessor shall have given Lessee express written notice of Lessor's election to do so as set forth herein.

e. Lessor shall have the right to have a receiver appointed upon application by Lessor to take possession of the Premises and to collect the rents or profits therefrom and to exercise all other rights and remedies pursuant to this Section 11.3.

f. Lessor shall have the right to enjoin, and any other remedy or right now or hereafter available to a landlord against a defaulting Lessee under the laws of the State of California or the equitable powers of its courts, and not otherwise specifically reserved herein. Lessor may elect to terminate any other agreement between Lessee and Lessor, if any.

11.4 Lessor's Right to Perform. All agreements and provisions to be performed by Lessee under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of Base Rent. If Lessee shall fail to make any payment or perform any act on its part to be performed hereunder and such failure shall continue for ten (10) days after written notice thereof by Lessor, Lessor may, but shall not be obligated to do so, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as provided in this Lease. All sums paid by Lessor and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable to Lessor on demand, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of Base Rent.

11.5 Rights Related to Termination. In the event of any termination based on any breach of the covenants, terms and conditions contained in this Lease, Lessor shall have the option at once and without further notice to Lessee to enter upon the Premises and take exclusive possession of same. Lessor may remove or store any personal property located therein, at the sole cost and expense of Lessee without Lessor being liable to Lessee for damage or loss thereby sustained by Lessee. Upon such termination by Lessor, all rights, powers and privileges of Lessee hereunder shall cease, and Lessee shall immediately vacate any space occupied by it under this Lease, and Lessee shall have no claim of any kind whatsoever against Lessor or any Lessor Entity by reason of such termination, or by reason of any act by Lessor or any Lessor Entity incidental or related thereto. In the event of the exercise by Lessor of such option to terminate, Lessee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Lessee in or on the Premises.

11.6 Cumulative Rights. The exercise by Lessor of any remedy provided in this Lease shall be cumulative and shall in no way affect any other remedy available to Lessor under law or equity.

11.8 Commencement of Legal Actions. Any legal action by Lessor to enforce any obligation of Lessee or in the pursuit of any remedy hereunder shall be deemed timely filed if commenced at any time prior to one (1) year after the expiration or termination of the Term hereof or prior to the expiration of the statutory limitation period that would be applicable except for this Section 11.10, whichever period expires later.

11.9 Waiver of Notice. Except as otherwise expressly provided in this Article, Lessee hereby expressly waives, so far as permitted by law, the service of any notice of intention to enter or re-enter provided for in any statute, or of the institution of legal proceedings to that end, and Lessee, for and on behalf of itself and all persons claiming through or under Lessee, also waives any right of redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 or 1179, or under any other present or future law, if Lessee is evicted or Lessor takes possession of the Premises by reason of any default by Lessee hereunder.

11.10 Surrender. Lessee shall at the end of the Term surrender to Lessor the Premises and all improvements thereto in the same condition as when received, ordinary wear and tear and damage by fire, earthquake, act of God, or the elements excepted. All Alterations and improvements installed in the Premises by Lessee (other than Lessee's trade fixtures), shall, without compensation to Lessee, then become Lessor's property free and clear of all claims to or against them by Lessee or any third person. In the event that Lessee shall fail to remove its personal property, including trade fixtures, on or before the Expiration Date, such personal property shall become Lessor's property free and clear of all claims to or against them by Lessee or any third person. In such event, Lessor shall not be responsible for any Losses related to such personal property, and Lessor may sell or otherwise dispose of such personal property.

11.11 Landlord's Default. Lessor shall not be in default hereunder unless Lessor fails to perform the obligations required of Landlord within sixty (60) days after written notice by Lessee to Lessor specifying wherein Lessor has failed to perform such obligation; provided however, that if the nature of Landlord's obligation is such that more than sixty (60) days are required for performance, then Lessor shall not be in default in Lessor commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. Notwithstanding any contrary provision contained in this Lease, Lessor shall not be liable under any circumstances for any indirect or consequential damages or any injury or damage to, or interference with, Lessee's business, including, but not limited to, loss of revenue, loss of rents, loss of business opportunity, loss of goodwill or loss of use; provided, that the foregoing is not intended to be a waiver by Lessee of any rights it may have under this Lease.

ARTICLE TWELVE HAZARDOUS MATERIALS

12.1 Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:

(a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or

Hazardous Materials, whether now in effect or hereafter adopted, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 9601, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), the California Hazardous Waste Control Law (California Health and Safety Code Section 25100, et seq.), the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code Section 25249.5, et seq.).

(b) “Hazardous Material” shall physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. “Hazardous Material” includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” pursuant to any Environmental Law; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

(c) “Release” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Building, or in, on, under or about the Property.

(d) “Pre-Existing Condition” means the existence of any Hazardous Materials on the Premises immediately prior to the Commencement Date.

12.2 Lessee’s Covenants. Neither Lessee nor any Lessee Entity shall cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or the Building, or transported to or from the Premises or the Building; provided that Lessee may use such substances that as are customarily used in the operation of medical or office facilities so long as such use is in compliance with all applicable Environmental Laws and such other laws as may apply to the operation of medical or office facilities. Lessee shall handle Hazardous Materials discovered or introduced on the Premises by Lessee during the Term in compliance with all Environmental Laws and such other laws as may be applicable to medical facilities. Lessee shall protect its employees and the general public in accordance with all Environmental Laws. In the event Lessee becomes aware of the actual or possible Release of Hazardous Materials anywhere on the Premises, Lessee shall promptly give notice of the same to Lessor. Without limiting the generality of the foregoing, Lessee shall give notice to Lessor of any of the following:

(i) notice of a Release of Hazardous Materials given by Lessee, any sublessee, or other occupant to any governmental or regulatory agency;

(ii) notice of a violation or potential or alleged violation of any Environmental Law received by Lessee, any sublessee, other occupant on the Premises from any governmental or regulatory agency;

(iii) any inquiry, investigation, enforcement, cleanup, removal, other action that is instituted or threatened by a government or regulatory agency;

(iv) any claim that is instituted or threatened by a third party against Lessee, any sublessee, or other occupant on the Premises that relates to Hazardous Materials; and

(v) any notice of termination, expiration, or material amendment to any environmental operating permit or license necessary for the use of the Premises. At Lessor's request, Lessee shall provide information necessary for Lessor to confirm that Lessee is complying with the foregoing covenants.

12.3 Environmental Indemnity. In addition to any other duty to indemnify, defend and hold harmless set forth under this Lease, Lessee shall also indemnify, defend, and hold harmless Lessor from and against any and all Losses arising during or after the Term as a result of or arising from:

(a) a breach by Lessee of its obligations contained in the preceding Section 12.2 (Lessee's Covenants), or

(b) any Release of Hazardous Material from, in, on or about the Premises caused by the act or omission of Lessee or any Lessee Entity, or

(c) the existence of any Hazardous Materials on the Premises, except to the extent that Lessee can demonstrate that such Hazardous Materials constitutes a Pre-Existing Condition or was caused by migration from real property other than the Premises.

12.4 Environmental Audit. Upon reasonable notice, Lessor shall have the right but not the obligation to conduct or cause to be conducted by a firm acceptable to Lessor, an environmental audit or any other appropriate investigation of the Premises for possible environmental contamination. Such investigation may include environmental sampling and equipment and facility testing, including the testing of secondary contamination. No such testing or investigation shall limit Lessee's obligations hereunder or constitute a release of Lessee's obligations therefor. Lessee shall pay all costs associated with said investigation in the event such investigation shall disclose any Hazardous Materials contamination as to which Lessee is liable hereunder.

ARTICLE THIRTEEN GENERAL PROVISIONS

13.1 Notices. Except as otherwise specifically provided in this Lease, any notice, consent, request, demand, or other correspondence given under this Lease shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or overnight courier, return receipt requested, with postage prepaid, to:

To Lessor:	To Lessee:
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City of San Fernando 117 Macneil Street San Fernando, CA 91340 Attn: Timothy Hou, Director of Community Development	San Fernando Community Health Center 732 Mott Street, Suite 100-110 San Fernando, CA 91340 Attn: Audrey L. Simons, Chief Executive Officer
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Or such other address as either Lessee or Lessor may designate as its new address for such purpose by notice given to the other in accordance with this Section. Any notice hereunder shall be deemed to have been given and received and effective two (2) days after the date when it is mailed, if sent by first-class, certified mail, one day after the date when it is mailed if sent by overnight courier, or upon the date personal delivery is made.

13.2 No Implied Waiver. No failure by either party to insist upon the strict performance of any obligation of the other party under this Lease or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver.

13.3 Entire Agreement. The parties intend that this Lease (including all of the attached exhibits, which are made a part of this Lease) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease.

13.4 Amendments. Except as specifically provided herein, neither this Lease nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. The forgoing notwithstanding, no such amendment shall be valid unless approved by the San Fernando City Council prior to execution by the City.

13.5 Interpretation of Lease. The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Lease. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Lease. Provisions in this Lease relating to number of days shall be calendar days. Use of the word "including" shall mean "including, without limitation." References to statutes, sections, ordinances or regulations are to be construed as including all statutory, ordinance, or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section, ordinance or regulation. Whenever the singular number is used in this Lease and when required by the context, the same includes the plural, the plural includes the singular, and the masculine gender

includes the feminine and neuter genders, and the word “person” shall include corporation, partnership, firm, limited liability company, and association. Whenever a deadline date for delivering notices, reports or Base Rent or any other monetary sums falls on a date in which the City of San Fernando is closed for business, said deadline shall be extended to 5:30pm of the next day immediately following in which the City of San Fernando is open for business. Whenever a deadline date for providing Lessor access to the Premises or the Building falls on a date in which Lessor is not open for business, Lessor shall still be provided access on said deadline date notwithstanding the fact that Lessor is closed for business.

13.6 Nature of Lease. Under no circumstances will Lessor be expected or required to make any payment of any kind with respect to Lessee’s use or occupancy of the Premises, except as may be otherwise expressly set forth herein. Except as may be specifically and expressly provided otherwise in this Lease, no occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, shall relieve Lessee from its liability to pay all of the sums required by this Lease, or relieve Lessee from any of its other obligations under this Lease, or give Lessee the right to terminate this Lease in whole or in part. Lessee waives any rights now or hereafter conferred upon it by any existing or future Law to terminate this Lease or to receive any abatement, diminution, reduction, or suspension of payment of such sums, on account of such occurrence or situation.

13.7 Successors and Assigns. Subject to the provisions of Article 9 (Assignment or Subletting), the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Lessee and Lessor and, except as otherwise provided herein, their personal representatives and successors and assigns.

13.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Lease.

13.9 No Joint Venture. It is expressly agreed that Lessor is not, in any way or for any purpose, a partner of Lessee in the conduct of Lessee’s business or a member of a joint enterprise with Lessee, and does not assume any responsibility for Lessee’s conduct or performance of this Lease.

13.10 Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises, nor any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder’s fee in connection with the lease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder’s fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his/her claim shall be responsible for such commission or fee and shall indemnify, defend, and hold harmless the other party from any and all Losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination or expiration of this Lease.

13.11 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this

Lease shall be valid and be enforceable to the full extent permitted by law.

13.12 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of California.

13.13 Attorneys' Fees. In the event that either Lessor or Lessee fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. Without limiting the generality of the foregoing, Lessee shall also pay all costs and expenses incurred by Lessor related to Lessor's participation in or monitoring of any Lessee bankruptcy, insolvency, or similar proceeding involving creditors' rights generally and any proceeding ancillary thereto. This Section shall survive expiration or earlier termination of this Lease.

13.14 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Lease shall be cumulative, except as may otherwise be provided herein.

13.15 Time of Essence. Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

13.16 Reservations by Lessor. Lessor may (a) at any time, upon reasonable advance written or oral notice, enter the Premises to show the Premises to prospective purchasers, lessees or other interested parties, to post notices of non-responsibility, to re-measure the Premises, to repair any part of the Premises or adjoining areas, to install equipment for adjoining areas, and for any other lawful purpose; (b) without advance notice, enter the Premises to conduct an environmental audit, operational audit, or general inspection, or in an emergency. Lessor shall use reasonable efforts to minimize disruption in Lessee's business. Such entry shall not constitute a forcible or unlawful entry into or a detainer of the Premises, or an eviction, actual or constructive of Lessee from the Premises. Lessor reserves the exclusive right to use all areas of the Property not comprising the Premises, and the exterior walls and roofs the Premises. Lessor reserves the exclusive right to use such areas together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires, columns, and structural elements serving other parts of the Building in and through the Premises. This reservation in no way affects maintenance obligations imposed in this Lease.

13.17 Survival of Indemnities. Expiration or termination of this Lease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Lease, nor shall it effect any provision of this Lease that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Lease, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee. Further, Lessee's obligation to make payments to Lessor in respect of accrued

charges (including those which have not yet been billed) and to make repairs (including those relating to the return of the Premises to Lessor) which are accrued at the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease.

13.18 Quiet Enjoyment and Title. Lessee, upon paying the Base Rent hereunder and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full Term as against all persons or entities claiming by and through Lessor. Lessee expressly acknowledges that Lessee's right to quiet possession of the Premises does not preclude Lessor's right to make changes and additions to the Premises, including the Building, and to do work in the Premises as permitted by this Lease.

13.19 No Right of Redemption. Lessee waives any right of redemption or reinstatement of Lessee under any present or future case law or statutory provision (including Code of Civil Procedure Sections 473 and 1179 and Civil Code Section 3275) in the event Lessee is dispossessed from the Premises for any reason. This waiver applies to future statutes enacted in addition or in substitution to the statutes specified herein.

13.20 Accord and Satisfaction. The payment by Lessee or the receipt by Lessor of a lesser amount than the rent stipulated in this Lease may be, at Lessor's sole option, deemed to be on account of the earliest due stipulated rent, or deemed to be on account of rent owing for the current period only, notwithstanding any instructions by or on behalf of Lessee to the contrary, which instructions shall be null and void, and no endorsement or statement on any check or any letter accompanying any such check or payment will be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or payment or pursue any other remedy available in this Lease, at law or in otherwise, including possession of the Premises. Lessor may accept any partial payment from Lessee without invalidation of any contractual notice required to be given herein (to the extent such contractual notice is required) and without invalidation of any notice given or required to be given pursuant to applicable law. In such event, if Lessor shall receive any such partial payment after it shall have commenced an action against Lessee, Lessor may amend its action as contemplated by Section 1161.1(c) of the California Civil Code to reflect any such partial payment, and no such payment shall limit any of Lessor's rights to continue the action.

13.21 Joint and Several Liability. The liabilities hereunder of the entities and/or person(s) comprising Lessee shall be joint and several.

13.22 Estoppel Statements. Within ten (10) business days after receipt of request therefor by a Party, the other Party shall deliver, in recordable form, an estoppel statement certifying that this Lease is in full force and effect; the date of Lessee's most recent payment of Base Rent, and that Lessee has no defenses or offsets outstanding, or stating those claimed, and any other information reasonably requested. Failure to deliver said statement within the specified period shall be conclusive upon Lessee that: (i) this Lease is in full force and effect, without modification except as may be represented by Lessor; (ii) there are no uncured defaults in the requesting Party's performance and Lessee has no right of offset, counterclaim or deduction against Base Rent hereunder; and (iii) no more than one month's Base Rent has been paid in advance. Notwithstanding the conclusiveness of Lessee's failure to deliver such statement, Lessee's failure

shall constitute a breach of this Lease.

13.23 Authority. If Lessee signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Lease on behalf of Lessee does hereby covenant and warrant that Lessee is a duly authorized and existing entity, that Lessee has and is duly qualified to do business in California, that Lessee has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of Lessee are authorized to do so. Upon Lessor's request, Lessee shall provide Lessor evidence reasonably satisfactory to Lessor confirming the foregoing representations and warranties.

13.24 Consents. If Lessor is required to reasonably grant consent or approval, but does not do so, Lessee's sole and exclusive remedy is to seek specific performance and in no event will Lessor be liable for any monetary damages.

13.25 Options Personal. If and to the extent Lessee has an option to extend the Term of this Lease, such option is personal to the original Lessee and may be exercised only by the original Lessee while occupying the Premises who does so without the intent of thereafter making any Transfer, and may not be exercised by or assigned, voluntarily or involuntarily, by or to any person or entity other than Lessee, unless the foregoing prohibition is waived by Lessor. The options, if any, herein granted to Lessee are not assignable separate and apart from this Lease, nor shall any option be separated from this Lease in any manner, either by reservation or otherwise.

13.26 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

13.27 Memorandum of Lease. A Memorandum of Lease, in a form and content similar to that contained in **Exhibit "B"** shall be recorded by the Parties promptly upon execution of this Lease. Upon execution by both Parties, the Memorandum of Lease shall be recorded in the office of the Clerk-Recorder, as required by Government Code Section 37393.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate as of the date first above written.

LESSOR:

City of San Fernando, a municipal corporation

By:_____

Alexander P. Meyerhoff

Title: City Manager

Date:_____

LESSEE:

San Fernando Community Hospital, a California non-profit benefit corporation dba San Fernando Community Health Center

By:_____

Audrey L. Simons

Title: Chief Executive Officer

Date:_____

ATTEST

By:_____

Print
Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By:_____

Print
Name:_____

Title:_____

Date:_____

EXHIBIT “A”**Legal Description of Subject Property**

THE LAND IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

- PARCEL 1:** THOSE PORTIONS OF LOTS 8, 9, 10, AND 11 IN BLOCK 82 OF PORTER LAND AND WATER COMPANY’S RESURVEY OF THE TOWN OF SAN FERNANDO, IN THE CITY OF SAN FERNANDO, AS PER MAP RECORDED IN BOOK 34 PAGES 65 AND 66 OF MISCELLANEOUS RECORDS, LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF TRACT 1817, AS PER MAP RECORDED IN BOOK 21 PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
- PARCEL 2:** LOTS 7 TO 12 INCLUSIVE OF TRACT 1817, IN THE CITY OF SAN FERNANDO, AS PER MAP RECORDED IN BOOK 21 PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
- PARCEL 3:** ALL THAT CERTAIN VACATED ALLEY, 15 FEET WIDE, IN THE CITY OF SAN FERNANDO, AS SHOWN ON THE MAP OF TRACT 1817, AS PER MAP RECORDED IN BOOK 21 PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND ADJOINING LOTS 7 AND 8 OF SAID TRACT 1817, ON THE NORTHWEST.
- PARCEL 4:** LOTS 58 AND 59 OF TRACT 2824, IN THE CITY OF SAN FERNANDO, AS PER MAP RECORDED IN BOOK 28 PAGES 36 AND 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

WHICH ARE ALSO REFERENCED AS ASSESSOR PARCEL NUMBERS 2613-001-900, 901, 902, 903, 904, 905 AND 2613-004-900.

EXHIBIT “B”**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Director of Community Development

(Space Above This Line For Recorder's Use)
THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE

MEMORANDUM OF LEASE

(732 Mott Street, San Fernando, California 91340 – City-owned healthcare property)

This Memorandum of Lease (“Memorandum”) is dated _____, 2018, and is made between CITY OF SAN FERNANDO, a California municipal corporation (“Lessor” or “City”) and SAN FERNANDO COMMUNITY HOSPITAL, a California non-profit benefit corporation dba SAN FERNANDO COMMUNITY HEALTH CENTER (“Lessee”), concerning the Premises described in Exhibit “A” attached hereto and by this reference made a part hereof.

RECITALS

1. Lessor is the owner of record for that certain land located in the City of San Fernando, County of Los Angeles, State of California commonly known as 732 Mott Street, San Fernando, California 91340, Assessor Parcel Numbers 2613-001-900, 901, 902, 903, 904, 905 and 2613-004-900. The Property is improved with a building that is approximately thirty-one thousand four hundred fifty-three (31,453) square feet (hereinafter, the “Building”) which has historically been used for a medical facility/clinic use. Pursuant to Government Code Section 37380(a), a city may lease property owned, held or controlled by it or any of its departments for a period not to exceed 55 years. For purposes of this Memorandum, the capitalized term “Premises” refers to the Property, inclusive of the Building and all other improvements located upon the Property. The Premises is more particularly described in the legal description of the Property attached hereto as Exhibit “A-1.”
2. Lessee and the City have entered into that certain Lease dated in November, 2018 (the “Lease”), pursuant to which the City has agreed to lease to Lessee, and Lessee has agreed to lease and accept from the City the Premises at 732 Mott Street described in the Lease. The Lease is maintained by Lessor as a public record of the City of San Fernando and is available upon request submitted to the Office of the City Clerk.

SUMMARY OF LEASE TERMS

1. Lease. For good and adequate consideration, Lessor hereby leases to Lessee, and Lessee hereby leases and accepts from Lessor, the Premises at 732 Mott Street described in the Lease for a term commencing on November 1, 2018 and ending on October 31, 2028 (the “Initial Term”) at the rental rates and upon the other terms and conditions set forth in the Lease, which

are incorporated herein by reference. The Lease has an initial term of ten (10) years. Under the Lease, Lessee also has the right and option ("Extension Option") to extend the Initial Term for a maximum of two (2) additional 5-year extension terms, at the rental rates and upon the other terms and conditions set forth in the Lease.

2. Purpose. This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used in interpreting the Lease's provisions. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall govern and control.
3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date first written above.

LESSOR:

City of San Fernando, a municipal corporation

By:_____

Alexander P. Meyerhoff

Title: City Manager

Date:_____

LESSEE:

San Fernando Community Hospital, a California non-profit benefit corporation dba San Fernando Community Health Center

By:_____

Audrey L. Simons

Title: Chief Executive Officer

Date:_____

ATTEST:

By:_____

Print Name:_____

Date:_____

EXHIBIT “A-1”**Legal Description of Subject Property**

THE LAND IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

PARCEL 1: THOSE PORTIONS OF LOTS 8, 9, 10, AND 11 IN BLOCK 82 OF PORTER LAND AND WATER COMPANY’S RESURVEY OF THE TOWN OF SAN FERNANDO, IN THE CITY OF SAN FERNANDO, AS PER MAP RECORDED IN BOOK 34 PAGES 65 AND 66 OF MISCELLANEOUS RECORDS, LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF TRACT 1817, AS PER MAP RECORDED IN BOOK 21 PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: LOTS 7 TO 12 INCLUSIVE OF TRACT 1817, IN THE CITY OF SAN FERNANDO, AS PER MAP RECORDED IN BOOK 21 PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: ALL THAT CERTAIN VACATED ALLEY, 15 FEET WIDE, IN THE CITY OF SAN FERNANDO, AS SHOWN ON THE MAP OF TRACT 1817, AS PER MAP RECORDED IN BOOK 21 PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND ADJOINING LOTS 7 AND 8 OF SAID TRACT 1817, ON THE NORTHWEST.

PARCEL 4: LOTS 58 AND 59 OF TRACT 2824, IN THE CITY OF SAN FERNANDO, AS PER MAP RECORDED IN BOOK 28 PAGES 36 AND 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

WHICH ARE ALSO REFERENCED AS ASSESSOR PARCEL NUMBERS 2613-001-900, 901, 902, 903, 904, 905 AND 2613-004-900.

2018
INTERIM LEASE AGREEMENT

(732 Mott Street, San Fernando, California 91340 – City-owned hospital building facility)

THIS 2018 LEASE AGREEMENT ("Interim Lease") is made and entered into on this 6th day of August 2018 by and between CITY OF SAN FERNANDO, a California municipal corporation ("Lessor"), and SAN FERNANDO COMMUNITY HOSPITAL, a California non-profit benefit corporation dba SAN FERNANDO COMMUNITY HEALTH CENTER ("Lessee"). The capitalized term "Parties" is a collective reference to both Lessor and Lessee and the capitalized term "Party" shall refer to either Lessor or Lessee interchangeably as appropriate.

RECITALS

WHEREAS, Lessor is the owner of record for that certain land located in the City of San Fernando, County of Los Angeles, State of California commonly known as 732 Mott Street, San Fernando, California 91340, Assessor Parcel Numbers 2613-001-900, 901, 902, 903, 904, 905 and 2613-004-900, that is more particularly described in the legal description attached and incorporated hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is improved with a building that is approximately thirty-one thousand four hundred fifty-three (31,453) square feet (hereinafter, the "Building") which has historically been used for a medical facility/clinic use; and

WHEREAS, prior to the effective date of this Interim Lease, Lessee occupied the Building as a sublessee to Deanco Healthcare, LLC under the terms of that certain lease agreement entitled "Lease" which expires effective 12:00 a.m. on August 1, 2018; and

WHEREAS, Lessee wishes to continue its occupancy of the Building under the terms of a new lease to be negotiated between Lessor and Lessee; and

WHEREAS, the Parties anticipate that the negotiation and execution of such a new lease may take up to 90 days to complete; and

WHEREAS, the Parties wish to execute and enter into this Interim Lease to allow the parties to reach an agreement on the terms of a new lease while also avoiding unnecessary disruption to Lessee's ongoing hospital/clinic operations; and

WHEREAS, the Parties acknowledge that should they fail to reach an agreement on the terms of a new lease by or before the expiration of the term of this Interim Lease, Lessee's authority to continue its occupancy and use of the Building and the Property shall immediately terminate and Lessee shall be required to immediately vacate the Building and the Property; and

WHEREAS, this Interim Lease was approved by the San Fernando City Council at its Regular meeting of August 6, 2018 under Agenda Item No. 7.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, LESSOR AND LESSEE, HEREBY AGREE AS FOLLOWS:

1. Lease of Building. Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions set forth in this Interim Lease, the Building, as defined above.

2. Term. The term of this Interim Lease commences at 12:01 a.m. on August 1, 2018, and terminates at 12:01 a.m. on November 1, 2018, unless earlier terminated as provided by this Interim Lease. The parties understand that any holding over by Lessee beyond the terms created by this Interim Lease, with Lessor's express or implied consent, shall be a month-to-month tenancy only, unless the Parties otherwise specifically agree in writing.

3. Rent. Lessee agrees to pay to Lessor as rent for the use and occupancy of the Building the sum of Twenty Thousand Four Hundred Forty-Four Dollars and 45 Cents (\$20,444.45) per month. That rent will be payable on the first day of the first full calendar month. The foregoing notwithstanding, the first such rent payment shall be due and payable to Lessor upon the date this Interim Lease is signed by all of the Parties hereto. If the first day of the month falls on a date in which Lessor, the City of San Fernando, is closed for business, the deadline shall be extended to the close of business for the next business day. There is no grace period. If Lessee fails to pay any required rent and such nonpayment continues for three (3) days after written notice of nonpayment is given to Lessee, then Lessee shall be in default of this Interim Lease and Lessor shall have all of the remedies given it by this Interim Lease and the general laws.

4. Security Deposit. Lessee hereby deposits the sum of Twenty-Five Thousand Dollars (\$25,000), no later than August 6, 2018, as security for Lessee's performance of Lessee's obligations hereunder. If during the Interim Lease term, any rent or other sums payable to Lessor by Lessee are overdue or unpaid, Lessor may (but is not required to) apply some or all of the Security Deposit to the payment of such sums. In such event, upon Lessor's written demand, Lessee shall restore such amount to the Security Deposit, and Lessee's failure so to do within thirty (30) days after Lessor's demand shall be a breach of this Interim Lease. Should Lessee default in the performance of any of the terms, covenants, and conditions of this Interim Lease, Lessor may, after terminating this Interim Lease, appropriate and apply part or all of the Security Deposit as required to compensate Lessor for damages caused by Lessee's breach. Within twenty-one (21) days after termination of this Interim Lease, the deposit will be refunded without interest to Lessee after Lessor has deducted such amounts necessary to satisfy any outstanding financial obligations and to replace or restore the Building to as good condition as when rented to Lessee, reasonable wear and tear excepted.

5. Taxes. In so far as the use or occupancy of the Building by Lessee constitutes a property interest which may be subject to possessory interest taxes, Lessee shall be solely liable for the payment of all such taxes. Lessee acknowledges Lessee's actual knowledge of the existence of a possessory interest tax and receipt of Lessor's notice herein of potential tax liability. Lessee agrees that Lessee is solely responsible for the timely payment before delinquency of possessory interest taxes and any other tax, levy or assessment upon the Property, Lessee's personal property, improvements, and fixtures upon the Property. Lessee shall indemnify and hold Lessor harmless from any liability, loss, or damage resulting from any taxes, assessments, or other charges to be paid by Lessee and from all interests, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

6. Preparation for Lease. Lessee shall take all necessary steps to acquire the proper use permits and approvals for the conduct of its business on the Property.

7. Use of Property.

A. The Building is leased to Lessee solely for the operation of Lessee's hospital and medical clinic activities, healthcare support activities and healthcare-related administrative services. Lessee shall not use the Building for any other use(s) without first obtaining the written consent of

Lessor. All operations incident to this use of the Building shall be carried on according to the best course of business practiced in the vicinity.

B. Lessee shall not use, keep, store, or place in or on the premises any materials that are in any way hazardous, toxic, radioactive or explosive, except those, which are necessary and appropriate to Lessee's business operations. All such materials shall be used, stored, handled, dispensed and disposed of as required by applicable governmental regulations and laws. Any spills of such materials by Lessee anywhere on the premises shall be immediately reported to Lessor and cleaned up by Lessee, at Lessee's sole expense, in accordance with standards of the industry and applicable governmental regulations and laws.

C. Lessee shall, at Lessee's sole cost and expense, promptly and properly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of the federal, state, county or municipal government which may in any way apply to the use of, maintenance of, occupation of, and operations on the Building.

D. Lessee shall indemnify and hold Lessor free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Lessee's failure to comply with and perform the requirements of this Interim Lease.

E. Lessee hereby agrees that Lessee will not permit or suffer any liens of any kind to be filed against the Building or the Property as a result of any obligation, malfeasance, negligence, or omission of Lessee, and that Lessee shall diligently take all necessary and proper steps to remove and discharge any liens which are filed.

F. If Lessee, in Lessee's sole discretion, desires by appropriate legal proceedings brought in good faith and diligently prosecuted in Lessee's name, or in the names of Lessee and Lessor when appropriate or required, to contest the validity or applicability to the Building of any law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity, any such contest or proceeding, although maintained in the names of Lessee and Lessor, shall be without cost to Lessor, and then Lessee shall protect the Building, Property and Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order, or regulation.

9. Entry by Lessor. Lessee shall permit Lessor, and Lessor's agents and assigns, to enter the Building, at any time upon twenty-four (24) hours prior written notice for the purposes of inspection for compliance with the terms of this Interim Lease, exercise of all rights under this Interim Lease, and all other lawful purposes. The foregoing notwithstanding, Lessor may enter the property at any time in the event of an emergency for purposes of making repairs or mitigating damage which poses a threat of imminent harm to persons or property.

10. Condition of Building. By entering into this Interim Lease, Lessee accepts the Building in its present condition; Lessee agrees to surrender the Building to Lessor on the last day of the term or on sooner termination of this Interim Lease, in a safe and clean condition as existed on commencement of Interim Lease, reasonable use, wear, and damage by fire, act of Nature, and the elements excepted, and to remove all of Lessee's property from the Building. At all times during this Interim Lease, Lessee shall, at Lessee's sole cost and expense, keep and maintain the Building and all present and future improvements on the Building in good order and repair and in a safe and clean condition. Lessee shall, at Lessee's sole cost and expense, maintain at all times during the term of this Interim Lease the whole of the Building, as well as any improvements, landscaping, and facilities thereon in a clean, sanitary,

neat, tidy, orderly, and attractive condition. Lessee agrees to pay Lessor in full and promptly upon demand for loss or damage to Lessor's property arising from this Interim Lease.

11. Disclaimer. Lessor makes no covenant or warranty respecting the Building's condition or suitability for Lessee's authorized or proposed uses under this Agreement. Lessee represents that Lessee has made an independent inspection of the Building and is not relying upon any representation or warranty whatsoever from Lessor as to suitability or fitness for Lessee's desired uses. Lessor does not warrant the security of Lessee's personal property or fixtures on the Building, including but not limited to vehicles, inventory, equipment, and animals.

12. Operating Costs. All costs incurred by Lessee in connection with Lessee's operations upon the Building, including but not limited to costs of preparing the Building for Lessee's use and occupancy, refuse removal, water, electricity, and other utilities, shall be borne and paid solely by Lessee when due.

13. Hold Harmless. Lessee, as a material part of the consideration of this Interim Lease, hereby waives all claims against Lessor for property damage of any kind whatsoever, and for injuries to persons, in or about the Building from any cause arising at any time, except for negligence on the part of Lessor, its officers and employees; and Lessee shall indemnify, defend, and hold Lessor, its officers, officials, employees, volunteers, contractors, and agents harmless from any loss, damage, liability, or death or injury to any person or injury to property (including attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person arising directly or indirectly out of or related to Lessee's operations under the Interim Lease or Lessee's officers, employees, contractors or agents. Lessee shall not be responsible for (and such indemnity shall not apply to) any active negligence, sole negligence or willful misconduct of the Lessor or its officers, officials, employees, contractors or agents. Nothing contained in the insurance requirements shall be construed as limiting the extent of Lessee's responsibility for payment of damages resulting from Lessee's operations under this Interim Lease.

14. Liability Insurance.

A. Lessee shall, at Lessee's sole cost and expense, maintain during the entire term of this Interim Lease liability insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001) issued by an insurance company acceptable to Lessor and authorized to issue liability insurance in California, to protect against loss from liability imposed by law for damages on account of, but not limited to, (1) bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Building and the business of Lessee on the Building, or in connection with the operation thereof, resulting directly or indirectly from any acts or activities of Lessee or its sub-lessees, or any person acting for Lessee, or under Lessee's control or direction, and also to protect against loss from liability imposed by law for (2) damages to any property of any person occurring on or about the Building, or in connection with the operation thereof, caused directly or indirectly by or from acts or activities of Lessee or its sublessees, or any person acting for Lessee or under Lessee's control or direction. Such property damage and bodily injury insurance shall also provide for and protect Lessor against incurring any legal cost in defending claims for alleged loss.

B. Such commercial general liability insurance shall be maintained in full force and effect during the term of this Interim Lease in the following amounts: Commercial general liability insurance with limits not less than \$1,000,000 for each occurrence, combined single limit for bodily injury and property damage. (If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Building or the general aggregate limit shall be twice the required

occurrence limit.) (Any deductibles or self-insured retentions must be declared to and approved by Lessor. At the option of Lessor, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Lessor, its officers, officials, employees and volunteers, or Lessee shall provide a financial guarantee satisfactory to the Lessor guaranteeing payment of losses and related investigations, claims administration and defense expenses.)

C. Lessor and its officers, officials, employees, and volunteers shall be named as additional insureds on all liability policies and policies shall provide that their coverage is primary.

15. Fire and Casualty Insurance. At all times during the Lease term, Lessee shall, at Lessee's sole cost and expense, keep all buildings, improvements, and other structures on the Building insured for their full insurable value by insurance companies authorized to issue such insurance in California against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in Los Angeles County. Lessee also shall insure all buildings, improvements, and other structures on the Building against loss or destruction by windstorm, cyclone, tornado, hail, explosion, riot, attending a strike, civil commotion, malicious mischief, vandalism, aircraft, fire, smoke damage, and sprinkler leakage. Any proceeds received because of a loss covered by such insurance shall be used and applied in the manner required by Section 16 of this Interim Lease.

16. Deposit of Insurance with Lessor. Lessee shall within ten (10) days after the execution of this Interim Lease and promptly thereafter when any such policy is replaced, rewritten, or renewed, deliver to Lessor a true and correct copy of each insurance policy required by this Interim Lease or a certificate executed by the insurer(s) or their authorized agent(s) evidencing such coverage.

Each insurance policy required of this Interim Lease shall contain a provision that it cannot be materially altered or cancelled for any reason unless thirty (30) days prior written notice of such change is given to Lessor.

17. Destruction of Property. If during the Lease term any buildings or improvements (including the Building) now or hereafter on the Property be destroyed wholly or partially by fire, theft, the elements, or any other cause not Lessee's fault, this Interim Lease shall continue in full force and effect if Lessee so elects, and Lessee, at Lessee's own cost and expense, shall repair and restore the damaged or destroyed structures or improvements according to the original plan thereof unless otherwise approved in writing by Lessor. Lessee shall commence repair and restoration within sixty (60) days after the damage or destruction occurs and shall complete the work with due diligence.

Any and all fire or other insurance proceeds payable at any time during the Lease term because of damage or destruction of any structures or improvements on the Building shall be paid to Lessee and applied by Lessee toward the cost of repairing and restoring the damaged or destroyed structures. Provided, however, that should Lessee legally terminate the Interim Lease because of damage to or destruction of the buildings or improvements on the Building, all fire or other insurance proceeds payable because of such damage or destruction shall be paid to Lessor to compensate Lessor, at least in part, for the loss to Lessor's damaged or destroyed buildings or improvements.

18. Lease Subject to Existing Rights of Others. This Interim Lease is subject to all existing easements, servitudes, licenses, and rights of way for canals, ditches, levees, roads, highways, and telephone, telegraph, and electric power lines, pipelines, and other purposes, whether or not of record.

19. Quiet Enjoyment. Lessor hereby covenants and agrees that if Lessee pays the rent as herein provided and faithfully performs the terms and conditions on Lessee's part to be kept, observed

and performed, Lessee shall have the peaceful enjoyment of the Building during the term hereof, without hindrance or interference from Lessor.

20. Waste. Lessee shall not commit or permit others to commit any waste or nuisance upon the Building, or commit or allow any other act thereon that could disturb the quiet enjoyment of Lessor, any other Lessee of Lessor, or persons properly upon the Building or upon adjacent or nearby property.

21. Assignment or Subletting. Neither this Interim Lease nor any interest herein shall be assigned, either voluntarily or involuntarily, by Lessee, or by operation of law or otherwise, nor shall the Building or the Property, or any part thereof, be sublet by Lessee without the prior written consent of Lessor. The City Manager is authorized to allow the subleasing of any portion of the Building or Property and any written authorization given to Lessee to sublease any portion of the Building or Property must be signed by the City Manager in order to be valid. Lessee shall remit to Lessor zero percent (0%) of all rents generated by any sublease plus the rent per Section 3, such sublease shall be subject to such other conditions as may be imposed by Lessor as part of its written authorization to sublease. Lessee shall provide Lessor with a true and correct copy of any subleasing agreement executed by Lessee and any sublessee. Any assignment or sublease without Lessor's prior written consent shall be void. Lessor shall have the right to assign or transfer this Interim Lease or any rights in or to it.

22. Alteration of Property. Lessee shall perform no alterations to or construction on the Building without Lessor's prior written consent. Any such construction or alteration shall proceed only in accordance with such conditions, as Lessor shall impose in connection with its consent thereto. All improvements to the Building shall become the property of the Lessor upon expiration or termination of this Interim Lease.

23. Liens. Lessee shall not permit or suffer any liens of any kind to be filed against the Property as a result of any obligation, malfeasance, negligence or omission of Lessee, and Lessee shall diligently take all steps necessary and proper to remove and discharge any liens which are filed.

24. Defaults and Termination. Should Lessee breach this Interim Lease and abandon the Property prior to the natural expiration of the Lease term, Lessor may continue this Lease in effect by not terminating Lessee's right to possession of the Property, in which case Lessor shall be entitled to enforce all Lessor's rights and remedies under this Interim Lease including the right to recover rent as it becomes due.

If Lessee defaults in performance of any covenant, condition, or agreement contained in this Interim Lease, and the default is not cured within ten (10) days after written notice by Lessor, then Lessor may terminate this Interim Lease and bring an action to recover from Lessee the worth at time of award of unpaid rent which had been earned at the time of termination of the Interim Lease, all amounts necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Interim Lease, and such other sums as permitted by law. Lessor may also bring an action, in addition to or in lieu of the foregoing, to reenter and regain possession of the Property in the manner provided by the laws of California.

If Lessee becomes insolvent, then Lessor may, by giving 30 days written notice to Lessee, terminate this Interim Lease and forfeit Lessee's interest in the Property and in any improvements or facilities in, on, or appertaining to the Property. For purposes of this section, Lessee shall be conclusively presumed to have become insolvent if Lessee has a receiver appointed to take possession of all or substantially all of Lessee's property because of insolvency; makes a general assignment for

the benefit of creditors; or allows any judgment against Lessee to remain unsatisfied and unbonded for thirty (30) days or longer.

Lessee specifically agrees to take all necessary measures during the term of this Interim Lease to eliminate and abate any adverse effects of Lessee's operations upon residential and/or other property in the vicinity, including without limitation noise, odor, etc. In the event of Lessor's receipt of complaints from any person regarding Lessee's operations hereunder, Lessee agrees to cooperate fully with Lessor to promptly and effectively remove or satisfactorily reduce the noise or other aspect of Lessee's business operations giving rise to the complaint. If such corrective actions by Lessee fail to resolve the problem within five (5) days and complaints continue to be lodged with Lessor, Lessor may, by giving ten days written notice to Lessee, terminate this Interim Lease and forfeit Lessee's interest in the Building and in any improvements or facilities on, in, or appertaining to the Building.

25. Surrender of Premises. Upon expiration of the term of this Interim Lease, all buildings, structures, facilities, improvements or alterations thereto constructed by Lessee shall become part of the land upon which they are erected, and title thereto shall, upon termination, automatically vest in Lessor. Lessee shall leave the surrendered Premises and any other property in a well maintained manner. All improvements shall be surrendered in good and clean condition. Notwithstanding the foregoing, all uncompleted or partially or totally destroyed improvements shall, at City's option, be removed prior to surrender of the Premises, and the site of such improvements shall be returned to the same condition as prior to the execution of the Interim Lease.

26. Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

LESSEE:

San Fernando Community Health Center
732 Mott Street, Suite 100-110
San Fernando, CA 91340
Attn: Audrey Simons

LESSOR:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340-2993
Attn: Timothy Hou

27. Time of Essence. Time is hereby expressly declared to be of the essence of this Interim Lease and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Interim Lease.

28. Amendments. This Interim Lease supersedes all oral agreements and understandings between the parties and constitutes their whole agreement regarding the Building. This Interim Lease cannot be changed orally but only by agreement in writing signed by the parties.

29. Governing Law. This Interim Lease is to be construed, interpreted and enforced in accordance with California law. A suit brought to enforce the terms and conditions of this Interim Lease shall be filed in the Superior Court of the County of Los Angeles.

30. Attorneys' Fees. In any action or proceeding by either party to enforce this Interim Lease or any provision thereof, the prevailing party shall be entitled to all costs incurred (including expert witness fees) and to any reasonable attorneys' fees incurred.

31. Binding on Successors. This Interim Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this paragraph shall be construed as consent by Lessor to any assignment of this Interim Lease or any interest therein by Lessee.

32. General. If any term or provision of this Interim Lease or any application thereof shall be invalid or unenforceable, the remainder of this Interim Lease and any other application of such terms or provisions shall not be affected thereby. The captions of this Interim Lease are for convenience of reference only and shall not define or limit any of its terms or provisions. All of Lessee's covenants hereunder shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or imparting covenants and conditions were used in each separate instance.

The waiver by City of any breach by Lessee of any of the provisions of this Interim Lease shall not constitute a continuing waiver or waiver of any subsequent breach by Lessee of the same or a different provision of this Interim Lease. The relationship created by this Interim Lease is one of landlord/tenant. This Interim Lease is not intended to create a joint venture or any relationship other than that of landlord/tenant. Lessor's remedies hereunder shall not be exclusive but shall be cumulative with and in addition to all remedies allowed by law.

IN WITNESS WHEREOF, the Parties hereto have caused this Interim Lease to be executed the day and year first appearing in this instrument, above.

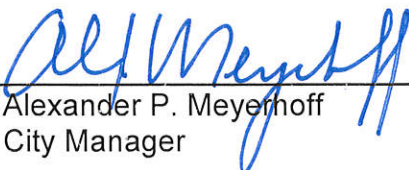
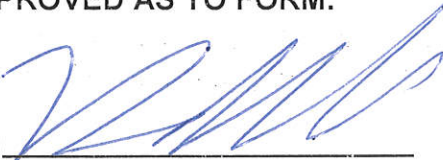
LESSOR:**CITY OF SAN FERNANDO**By: Alexander P. Meyernhoff
City ManagerDate: 8.7.18**LESSEE:****SAN FERNANDO COMMUNITY
HOSPITAL, a California non-profit benefit
corporation dba SAN FERNANDO
COMMUNITY HEALTH CENTER**By: Name: Audrey L. SimonsTitle: CEODate: 07/31/2018**APPROVED AS TO FORM:**By: 

Exhibit "A"**Legal Description of Subject Property**

THE LAND IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

PARCEL 1: THOSE PORTIONS OF LOTS 8, 9, 10, AND 11 IN BLOCK 82 OF PORTER LAND AND WATER COMPANY'S RESURVEY OF THE TOWN OF SAN FERNANDO, IN THE CITY OF SAN FERNANDO, AS PER MAP RECORDED IN BOOK 34 PAGES 65 AND 66 OF MISCELLANEOUS RECORDS, LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF TRACT 1817, AS PER MAP RECORDED IN BOOK 21 PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: LOTS 7 TO 12 INCLUSIVE OF TRACT 1817, IN THE CITY OF SAN FERNANDO, AS PER MAP RECORDED IN BOOK 21 PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: ALL THAT CERTAIN VACATED ALLEY, 15 FEET WIDE, IN THE CITY OF SAN FERNANDO, AS SHOWN ON THE MAP OF TRACT 1817, AS PER MAP RECORDED IN BOOK 21 PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND ADJOINING LOTS 7 AND 8 OF SAID TRACT 1817, ON THE NORTHWEST.

PARCEL 4: LOTS 58 AND 59 OF TRACT 2824, IN THE CITY OF SAN FERNANDO, AS PER MAP RECORDED IN BOOK 28 PAGES 36 AND 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

WHICH ARE ALSO REFERENCED AS ASSESSOR PARCEL NUMBERS 2613-001-900, 901, 902, 903, 904, 905 AND 2613-004-900.

ATTACHMENT "C"

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease"), is entered into as of August 1, 2018, by and between San Fernando Community Hospital, a California non-profit benefit corporation dba San Fernando Community Health Center ("Sublandlord") and Partners in Care Foundation, Inc., a California non-profit public benefit corporation ("Subtenant").

RECITALS

This Sublease is made with regard to the following facts:

A. Sublandlord and Subtenant presently occupy a building located at 732 Mott Street, San Fernando, California 91340 (the "Building") owned by the City of San Fernando, a California municipal corporation ("Master Lessor"). Sublandlord leases the Building from Master Lessor pursuant to an Interim Lease Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

B. Sublessor is presently in negotiations with Master Lessor for a long term lease and desires to offer Subtenant a long term lease assuming Sublessor is successful in its negotiations. Subtenant desires to have a long term lease for the portion of the Building it now occupies. In the interim, Subtenant desires to sublease from Sublandlord a portion of the Premises that Subtenant presently occupies (the "Subleased Premises"), which Subleased Premises is more particularly described in Exhibit B attached hereto. Sublandlord has agreed to sublease the Subleased Premises to Subtenant on the terms, covenants and conditions stated in this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Sublease, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Sublease. Sublandlord subleases to Subtenant and Subtenant subleases from Sublandlord the Subleased Premises, subject to the terms, covenants, and conditions contained in this Sublease. Sublandlord and Subtenant agree that the Subleased Premises contain approximately 12,895 rentable square feet of space. Neither party shall have the right to remeasure the Subleased Premises, or adjust the rent, regardless if it is determined that the Subleased Premises contains fewer or greater square feet than the amount stated herein.

2. Term.

2.1 Commencement Date. The terms and provisions of this Sublease shall be effective between Sublandlord and Subtenant as of August 1, 2018 (the "Commencement Date"). The term of this Sublease will commence on the Commencement Date, and will expire, unless sooner terminated as provided in the Master Lease, at 12:01 a.m. on November 1, 2018 (the "Expiration Date").

3. Base Rent; Security Deposit; Tenant Improvement Allowance; Rent Credit.

3.1 Base Rent and Security Deposit. Subtenant will pay base rent during the term of this Sublease in the amount of \$8,382 per month, payable monthly in advance on the first day of each month without demand, offset, or notice. If the term of this Sublease begins or ends on a date that is not the first day of a month, base rent will be prorated as of that date. Concurrent with Subtenant's execution of this Sublease, Subtenant will deliver to Sublandlord the first month's base rent in the amount of \$8,382 plus the amount of \$10,250 as a security deposit to be held by Sublandlord under the terms of Section 4 of the Master Lease. Subtenant waives any rights with respect to Subtenant's Security Deposit under Section 1950.7 of the California Civil Code.

4. Additional Rent. Subtenant agrees to pay 41% of all operating and repair costs incurred by Sublandlord in connection with maintaining the Building, provided, however, if repairs are specific to the Subleased Premises, Subtenant shall pay 100% of the cost of said repairs. Additionally, Subtenant shall pay 35% of the utility charges with respect to electric and other utilities provided occupants of the Building. All amounts due hereunder shall be deemed "Rent" and shall be payable within fifteen (15) days of invoice, even if billed after the Expiration Date.

5. Use. Subtenant agrees to use the Subleased Premises in accordance with the provisions of the Master Lease and this Sublease, and for no other purpose.

6. Master Lease. As applied to this Sublease, the words "Lessor" and "Lessee" in the Master Lease will be deemed to refer to Sublandlord and Subtenant, respectively, under this Sublease.

Except as otherwise expressly provided in Section 8 of this Sublease, the covenants, agreements, provisions, and conditions of the Master Lease to the extent that they relate to the Subleased Premises and to the extent that they are not inconsistent with the terms of this Sublease are made a part of and incorporated into this Sublease as if recited in full in this Sublease.

The rights and obligations of the Master Landlord and the Tenant under the Master Lease will be deemed the rights and obligations of Sublandlord and Subtenant, respectively, under this Sublease, and will inure to the benefit of, and be binding on, Sublandlord and Subtenant, respectively. As between the parties to this Sublease only, in the event of a conflict between the terms of the Master Lease and the terms of this Sublease, the terms of this Sublease will control.

7. Performance by Sublandlord; Status of Master Lease

7.1 Sublandlord's Performance Conditioned on Master Landlord's Performance. Subtenant recognizes that Sublandlord is not in a position to render any of the services or to perform any of the obligations required of Master Landlord by the terms of the Master Lease. Therefore, despite anything to the contrary in this Sublease, Subtenant agrees that performance by Sublandlord of its obligations under this Sublease is conditioned on performance by the Master Landlord of its corresponding obligations under the Master Lease, and Sublandlord will not be liable to Subtenant for any default of the Master Landlord under the Master Lease.

Subtenant will not have any claim against Sublandlord based on the Master Landlord's failure or refusal to comply with any of the provisions of the Master Lease

unless that failure or refusal is a result of Sublandlord's act or failure to act. Despite the Master Landlord's failure or refusal to comply with any of those provisions of the Master Lease, this Sublease will remain in full force and effect and Subtenant will pay the base rent and additional rent and all other charges provided for in this Sublease without any abatement, deduction or setoff. Except as expressly provided in this Sublease, Subtenant agrees to be subject to, and bound by, all of the covenants, agreements, terms, provisions, and conditions of the Master Lease, as though Subtenant was the Tenant under the Master Lease.

Sublandlord agrees to take reasonable steps to assist Subtenant as Subtenant may from time to time request, at Subtenant's sole cost and expense and without liability to Sublandlord, in seeking the services and other obligations, if any, required by the Master Landlord under the Master Lease, including, without limitation, commencing or cooperating with any litigation against Master Landlord; provided, that Subtenant indemnifies and reimburses Sublandlord as to any cost, expense, claim, or liability incurred by Sublandlord in connection therewith including, without limitation, Sublandlord's attorneys' fees. Subject to the foregoing terms and conditions, Sublandlord shall in no event be liable to Subtenant for any failure by Master Landlord to provide any services or other obligations, nor shall any such failure entitle Subtenant to any abatement or reduction in Rent payable under this Sublease or to any right to terminate this Sublease.

7.2 Obtaining Master Landlord's Consent. Whenever the consent of the Master Landlord is required under the Master Lease, and whenever the Master Landlord fails to perform its obligations under the Master Lease, Sublandlord agrees to use its reasonable, good faith efforts to obtain, at Subtenant's sole cost and expense, that consent or performance on behalf of Subtenant.

7.3 No Existing Defaults. Sublandlord represents and warrants to Subtenant that the Master Lease is in full force and effect, and Sublandlord has neither given nor received a notice of default under the Master Lease.

7.4 Preservation of Master Lease. Subtenant and Sublandlord will each refrain from any act or omission that would result in the failure or breach of any of the covenants, provisions, or conditions of the Master Lease on the part of the Tenant under the Master Lease.

8. Variations from Master Lease. As between Sublandlord and Subtenant, the terms and conditions of the Master Lease are modified as stated below in this Section 8:

8.1 Base Rent; Term; Security Deposit. Despite anything to the contrary stated in the Master Lease, the term of this Sublease, base rent and additional rent payable under this Sublease, and the amount of the security deposit required of the Subtenant are as stated in Sections 2, 3 and 4 above.

8.2 Brokers. The parties to this Sublease warrant to each other that neither party dealt with any broker or finder in connection with the consummation of this Sublease and each party agrees to protect, defend, indemnify and hold the other party harmless from and against any and all claims or liabilities for brokerage commissions or finder's fees arising out of that party's acts

in connection with this Sublease.. The provisions of this section 8.2 will survive the expiration or earlier termination of this Sublease.

8.3 Negotiations of New Sublease. Subtenant acknowledges that Sublandlord will be conducting negotiations with Master Lessor for a new lease of the Building, and agrees that Sublandlord has no duties to Subtenant in connection thereto. If a new lease is negotiated, Sublandlord and Subtenant shall not be obligated to negotiate a new sublease and no party shall be bound to the other to accept any terms of a sublease that may be proposed in the absence of a new written sublease executed by the parties. Nothing contained herein or elsewhere in this Sublease shall be construed as extending the term of this Sublease.

8.3 Insurance and Condemnation Proceeds. Despite anything contained in the Master Lease to the contrary, as between Sublandlord and Subtenant only, in the event of damage to or condemnation of the Subleased Premises, all insurance proceeds or condemnation awards received by Sublandlord under the Master Lease will be deemed to be the property of Sublandlord, and Sublandlord will have no obligation to rebuild or restore the Subleased Premises.

8.4 Notices. Any notice that may or must be given by either party under this Sublease will be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to Sublandlord or Subtenant shall be sent to the respective address set forth on the signature page below, or to such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section 8.4. A notice sent pursuant to the terms of this Section 8.4 shall be deemed delivered (A) when delivery is attempted, if delivered personally, (B) three (3) business days after deposit into the United States mail, or (C) the day following deposit with a nationally recognized overnight courier.

8.5 Amounts Payable. All amounts payable under this Sublease by Subtenant are payable directly to Sublandlord.

8.6 Indemnity. Subtenant agrees to protect, defend, indemnify, and hold Sublandlord harmless from and against any and all liabilities, claims, expenses, losses and damages (including reasonable attorney fees and costs), that may at any time be asserted against Sublandlord by (a) the Master Landlord for failure of Subtenant to perform any of the covenants, agreements, terms, provisions, or conditions contained in the Master Lease that Subtenant is obligated to perform under the provisions of this Sublease; or (b) any person as a result of Subtenant's use or occupancy of the Subleased Premises, except to the extent any of the foregoing is caused by the gross negligence or willful misconduct of Sublandlord. The provisions of this Section 8 will survive the expiration or earlier termination of the Master Lease or this Sublease.

9. Cancellation of Master Lease. In the event the Master Lease is canceled or terminated for any reason, or involuntarily surrendered by operation of law before the expiration date of this Sublease, Subtenant agrees, at the sole option of the Master Landlord, to attorn to the Master Landlord for the balance of the term of this Sublease and on the then executory terms of this Sublease.

That attornment will be evidenced by an agreement in form and substance reasonably satisfactory to the Master Landlord. Subtenant agrees to execute and deliver such an agreement at any time within ten (10) business days after request by the Master Landlord. Subtenant waives the provisions of any law now or later in effect that may provide Subtenant any right to terminate this Sublease or to surrender possession of the Subleased Premises in the event any proceeding is brought by the Master Landlord to terminate the Master Lease.

10. Certificates. Each party to this Sublease will, from time to time as requested by the other party, on not less than ten (10) days prior written notice, execute, acknowledge, and deliver to the other party a statement in writing certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that this Sublease is in full force and effect as modified and stating the modifications). That statement will certify the dates to which base rent, additional rent, and any other charges have been paid. That statement will also state whether, to the knowledge of the person signing the certificate, the other party is in default beyond any applicable grace period provided in this Sublease in the performance of any of its obligations under this Sublease. If the other party is in default beyond any applicable grace period, the statement will specify each default of which the signer then has knowledge. It is intended that this statement may be relied on by others with whom the party requesting that certificate may be dealing.

11. Assignment or Subleasing. Subject to the rights of the Master Landlord and the restrictions contained in the Master Lease in connection with an Assignment or Subletting, Subtenant is not entitled to assign this Sublease or to sublet all or any portion of the Subleased Premises without the prior written consent of Sublandlord. That consent may be withheld by Sublandlord in its reasonable discretion; provided, however, Subtenant acknowledges and agrees that Master Landlord's consent shall also be required, and that Sublandlord shall not be liable whatsoever if Master Landlord refuses to consent to Subtenant's request for an assignment or subletting regardless of the basis for Master Landlord's refusal to consent. Subject to the foregoing, including, without limitation, Master Landlord's consent thereto, Subtenant may sublet up to three office spaces to Subtenant's affiliated companies without Sublandlord's consent, but upon thirty (30) days written notice to Sublandlord, and provided such subtenants assume in writing all of Subtenant's obligations hereunder, including, without limitation, any obligation to carry insurance. Subtenant shall in no way be relieved from any liability under this Sublease as a result thereof.

12. General Provisions

12.1 Severability. If any provision of this Sublease or the application of any provision of this Sublease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Sublease or the application of that provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each provision of this Sublease will be valid and be enforced to the fullest extent permitted by law.

12.2 Entire Agreement; Waiver. This Sublease constitutes the final, complete and exclusive statement between the parties to this Sublease pertaining to the Subleased Premises, supersedes all prior and contemporaneous understandings or agreements of the parties, and is

binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. No party has been induced to enter into this Sublease by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Sublease. Any agreement made after the date of this Sublease is ineffective to modify, waive, release, terminate, or effect an abandonment of this Sublease, in whole or in part, unless that agreement is in writing, is signed by the parties to this Sublease, and specifically states that that agreement modifies this Sublease.

12.3 Captions. Captions to the sections in this Sublease are included for convenience only and do not modify any of the terms of this Sublease.

12.4 Further Assurances. Each party to this Sublease will at its own cost and expense execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Sublease.

12.5 Governing Law. This Sublease will be governed by and in all respects construed in accordance with the laws of the State of California.

12.6 Consent of Landlord. The Master Landlord's written consent to this Sublease in accordance with the terms of Section 21 of the Master Lease is a condition subsequent to the validity of this Sublease. If the Master Landlord's consent is not obtained, Subtenant or Sublandlord shall thereafter have the ongoing right, subject to the terms of this Section 12.6, to terminate this Sublease pursuant to a notice (the "Termination Notice") so stating delivered to the other party. If Sublandlord fails to deliver to Subtenant the consent of Master Landlord to this Sublease within ten (10) days following receipt of Subtenant's Termination Notice (the "Termination Date"), this Sublease shall automatically terminate and the parties shall be released from any further obligations under this Sublease. If, however, Sublandlord delivers to Subtenant the consent of Master Landlord on or before the Termination Date, the condition subsequent set forth in this Section 12.6 shall be satisfied and this Sublease shall continue in full force and effect.

12.7 Capitalized Terms. All terms spelled with initial capital letters in this Sublease that are not expressly defined in this Sublease will have the respective meanings given such terms in the Master Lease.

12.8 Word Usage. Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

Exhibit A

[Append the Master Lease]

Exhibit B

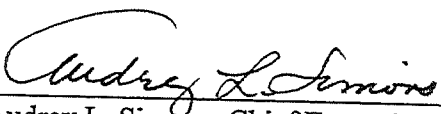
[Append the Floorplan]

[Signatures on following page)

The parties have executed this Sublease as of the date specified above.

SUBLANDLORD:

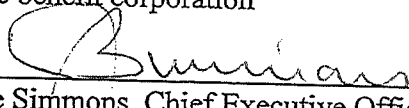
San Fernando Community Hospital, a California non-profit benefit corporation dba San Fernando Community Health Center

By: 
Audrey L. Simons, Chief Executive Officer

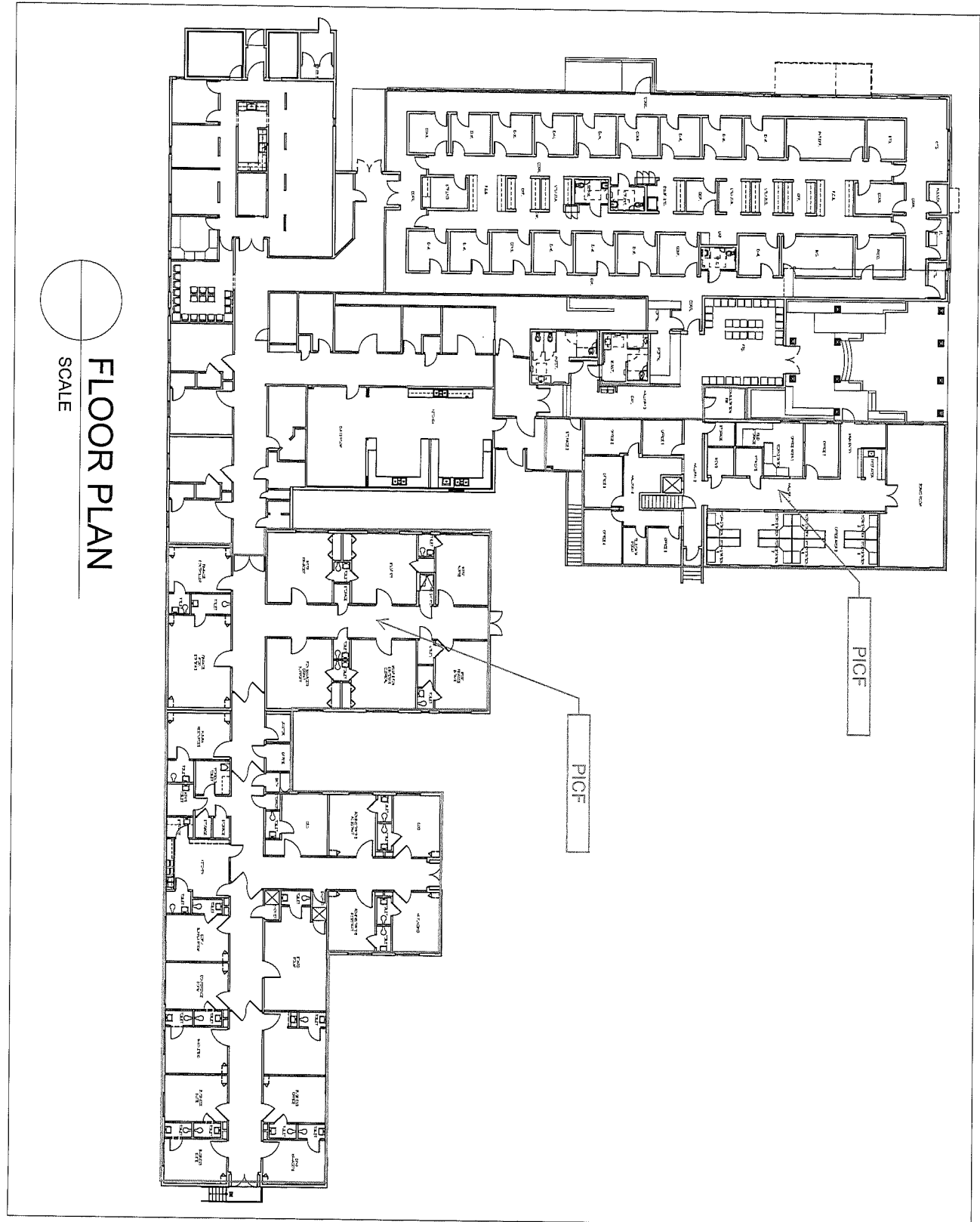
Address of Sublandlord:
732 Mott Street
San Fernando, California 91340

SUBTENANT:

Partners in Care Foundation, Inc., a California non-profit public benefit corporation

By: 
June Simmons, Chief Executive Officer

Address of Subtenant:
732 Mott Street
San Fernando, California 91340



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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Julian Venegas, Director of Recreation and Community Services

Date: November 19, 2018

Subject: Consideration to Approve Circulation of a Notice Inviting Bids for Program Management Services for San Fernando's Open Streets Festival

RECOMMENDATION:

It is recommended that the City Council approve the circulation of a Notice Inviting Bids (Attachment "A") soliciting Program Management Services for the San Fernando's Open Streets Festival.

BACKGROUND:

1. On September 22, 2016, the Los Angeles County Metropolitan Transportation Authority (Metro) awarded funding to the City of San Fernando to implement an Open Streets event as part of their Cycle Two funding program.
2. On March 31, 2018, the City successfully implemented the San Fernando Street Festival where thousands of people filled over three miles of city streets.
3. On April 25, 2018, Metro announced Open Streets Grant Program - Cycle Three was open and that applications were being accepted.
4. On June 4, 2018, the City Council authorized staff to prepare and submit a grant application to Metro for the Open Streets Program Grant Program - Cycle Three, and authorized the City Manager to appropriate revenue and expenditures equal to the grant award in the Capital Grants Fund - Recreation and Community Service Grants (Fund 010).
5. On September 14, 2018, staff received notification from Metro that the City's grant application was awarded \$144,000 to implement an Open Streets event.

Consideration to Approve Circulation of a Notice Inviting Bids for Program Management Services for San Fernando's Open Streets FestivalPage 2 of 3

ANALYSIS:**"Open Streets"**

Open Streets initiatives temporarily close streets to automobile traffic and opens them to cyclists, pedestrians and other modes of non-motorized transportation. Open Streets have quickly become one of the most innovative advancements in the livable cities movement. They are an increasingly common strategy in regions that are seeking innovative ways to encourage shifts to sustainable modes of transportation, reduce traffic congestion, achieve economic and public health improvement. Many North American Open Streets initiatives draw inspiration from those held in Central and South America, where they are called "ciclovías." The term, which translates to English as "bike path," was coined in Bogotá, Colombia, in a city that began experimenting with its model Ciclovía initiative in 1974. CicLAvia in the City of Los Angeles is a local example of an Open Street event that has been ongoing since 2010. For 2019, the City of San Fernando will host its second Open Street event which will incorporate the community involvement message championed by the Healthy San Fernando Campaign.

Healthy San Fernando Open Streets Festival

The Festival will turn approximately four miles of public streets into an urban playground by closing streets to allow for the community to walk, run, or ride throughout the course. The event date and time is scheduled for Saturday, November 2, 2019 between 3:00 pm and 8:00 pm. The 2019 Open Streets Festival expands on the City's annual Dia de Los Muertos 5K Relay Run/Walk by connecting the Sylmar/San Fernando Metrolink Station, Pacoima Wash Natural Park Bike Trail, Recreation Park and the Mission City Bike Trail via the main commercial corridors of Maclay Avenue and San Fernando Road.

During the event, businesses will sell and promote their services on the open streets while numerous community groups offer healthy eating and fitness demonstrations. Additional activities will include art workshops, transportation safety and route-wide community building cultural activities and the City's signatures Dia de Los Muertos 5K Relay Run/Walk.

BUDGET IMPACT:

There will be no budget impact to the Fiscal Year (FY) 2018-2019 General Fund and there is no need to appropriate funds at this time. Additional matching funds may be required in the fiscal year 2019-2020 budget. The Professional Service Agreement will be awarded in the Fiscal Year (FY) 2019-2020 budget cycle under the Capital Grants Fund - Recreation and Community Service Grants (Fund 010).

Consideration to Approve Circulation of a Notice Inviting Bids for Program Management Services for San Fernando's Open Streets FestivalPage 3 of 3

CONCLUSION:

It is recommended that the City Council authorize staff to circulate a Notice Inviting Bids soliciting Program Management Services for the San Fernando Open Streets Festival.

ATTACHMENT:

A. Notice Inviting Bids

ATTACHMENT “A”**NOTICE INVITING BIDS**

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, furnishing the following:

PROGRAM MANAGEMENT SERVICES FOR OPEN STREETS FESTIVAL

in strict accordance with the Specifications on file in the office of the SAN FERNANDO RECREATION AND COMMUNITY SERVICES DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City’s website at www.sfcity.org.

The bidder must deliver three (3) proposals in a sealed envelope to the San Fernando City Clerk’s Office located at 117 Macneil Street, San Fernando, California, 91340. All proposals shall be addressed to Julian Venegas, Recreation and Community Services Director and marked “City of San Fernando RFP – Project Management Services for Open Streets Festival.” Proposals must be received no later than **WEDNESDAY, DECEMBER 19, 2018 at 4:30 p.m.** All proposals received after that time will not be accepted.

A bidder may withdraw their proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Elena G. Chávez, City Clerk

Published in **The San Fernando Sun** on **NOVEMBER 21, 2018.**

**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**

REQUEST FOR PROPOSALS



The Recreation and Community Services Department is requesting proposals for:

PROGRAM MANAGEMENT SERVICES FOR OPEN STREETS FESTIVAL

RELEASE DATE: November 21, 2018

RESPONSE DUE: December 19, 2018

**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**

GENERAL INFORMATION

The City of San Fernando ("City") is seeking proposals from qualified firms ("Proposer") for Open Streets Program Management services (hereinafter referred to as "Services") for the City's 2019 Healthy San Fernando Open Streets Festival, in accordance with the terms and conditions prescribed in this Request for Proposals (RFP). Respondents are advised to read this information carefully prior to submitting a proposal.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including Administration, Police Department, Public Works Department, Recreation and Community Services Department, Community Development Department, and Finance Department. The City employs approximately 100 full-time employees from a total Adopted Budget for fiscal year 2018-2019 of \$42.4 million, which includes a General Fund budget of \$19.3 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide program management services. What follows is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this Request for Proposal (RFP), and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Julian Venegas, Recreation and Community Services Director, via e-mail at jvenegas@sfcity.org. Questions must be received by 5:00 p.m. on **Thursday, December 6, 2018**. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, December 13, 2018**.

**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**

C. Submission of Bid Proposals

The Proposer must deliver three (3) proposals in a sealed envelope to the San Fernando City Clerk's Office, located at 117 Macneil Street, San Fernando, California, 91340. All bid proposals shall be addressed to Julian Venegas, Recreation and Community Services Director and marked "City of San Fernando RFP – Program Management Services for Open Streets Festival." Proposals must be received no later than **Wednesday, December 19, 2018 at 4:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

The Proposer may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective Proposer.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request for Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended Proposer.

G. Collusion

By submitting a proposal, each prospective Proposer represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of

**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**

any person not named therein; that the prospective Proposer has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCOPE OF SERVICE

The City is located in the northeast San Fernando Valley and is surrounded by the City of Los Angeles. The City of San Fernando is approximately 2.4 square miles and has a population of approximately 24,000 residents. The Recreation and Community Services Department oversees nine park facilities, including a museum and Cesar E. Chavez Memorial. The Recreation and Community Services Department is comprised of four divisions, including Administration, Recreation, Community Services, and Special Events. There are 7 full-time staff, supported by approximately 50 seasonal staff, 20 volunteers and numerous community partners. The Recreation and Community Services Department park facilities include: Las Palmas Park, San Fernando Recreation Park, Pioneer Park, Rudy Ortega Sr. Park, Layne Park, Lopez Adobe Museu , and the Cesar E. Chavez Memorial.

The City of San Fernando is soliciting proposals from qualified and experienced proposers to assist the City with hosting the 2019 Healthy San Fernando Open Streets Festival (HSFOF). The HSFOF is a four mile Open Streets event along the San Fernando Downtown District, on San Fernando Road, Maclay Street, and linking to San Fernando Metrolink Station, via the Mission Bike Trail and the Pacoima Wash Bike Trail. Streets shall be closed to motor-vehicles while the public is given the opportunity to walk, bike, or take transit, possibly for the first time. The route will include but not be limited to walking fun-zones, farmers markets, historic architecture, regional parks, physical activity challenges, music and dance performances, and street art exhibitions. In addition the City's signature Dia de Los Muertos 5K Relay Run/Walk event will be incorporated into the festivities. Hubs at key points along the route will feature cultural activities, programming at Casa de Lopez Adobe, Recreation Park, and San Fernando Metrolink Station. Please refer to Exhibit "A" for details.

Prospective proposers should have significant and relevant experience and familiarity in hosting events that promote bicycle and pedestrian awareness, the safe use of bicycles, and pedestrian activity by connecting diverse portions of the region through temporary public spaces, free of cars and traffic, and open to non-motorized modes of mobility. The projected timeline for implementation of the program management services is nine (9) months from the date the agreement is signed by all parties.

The Scope of Work, may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement. The successful proposer will be expected to furnish all personnel to provide the following services:

**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**

A. Administration

The proposer shall assign a Project Manager (PM) to this event that will be the main point of contact with City staff. The PM must be available to:

1. Coordinate Project Kick-Off Meeting
2. Attend meetings and provide written reports to City staff after each meeting regarding progress in performing required tasks needed to host a successful event
3. Host monthly Technical Advisory Meetings to discuss and guide event implementation, key stakeholders will be invited to participate in the meetings.
4. Provide a list of partners and the roles they play in the event planning and production
5. Coordinate with City staff to implement the health activities as part of this Open Streets Event
6. Submit appropriate procurement forms

B. Marketing and Community Outreach

1. Establish a Community Advisory Committee
2. Targeted Market Identification and Event Branding
3. Communications, Public Relations and Marketing Plan
4. Multilingual Marketing Materials Development
5. Develop a Sponsorship Plan
6. Community Engagement – Website and Social Media Outreach
7. Conduct workshops prior to the event to educate residents - Bike Educational Workshops, alternative transportation, etc
8. Recruit, train and manage volunteers to work the day of the event
9. Presentation to City Council

C. Management/Program Coordination for Event Day

1. Consult with Public Works and Public Safety on the finalized route. Ensure that all soft and hard closures are feasible for the day of the event.
2. Establish and promote a Community Engagement platform to gather statistical data on day of event.
3. Identify a wide array of eateries, cafes, boutiques, entertainment, art galleries and other businesses to serve in the assigned activity zone/hub area.
4. Coordinate with Metro and municipal transit service operators to provide access to the event.
5. Provide an outline of the general elements/ideas/goals that will be represented in the activities along the route. Implement these elements/ideas/goals in the assigned activity zones/hub areas.
6. Promote and implement healthier environments, active living and sustainable communities.
7. Obtain event insurance (including applicable waivers/permits) and ensure compliance with all City/County permitting procedures and guidelines.

**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**

D. Event Day- Safety Management

1. Fire, Police and Public Works Coordination
2. Map Guides
3. Set-up activity zones, activity signage for hub areas, booths, decorations, etc
4. Participant Safety – hydration zones, restrooms, bike dismount areas, pedestrian crossings, etc
5. Vendor and volunteer management
6. Coordinate with vendors and businesses along the route
7. Surveying all aspects of event
8. Clean-Up Crew

E. Grant Compliance Project Close-Out

1. Grant Reporting and Invoicing
2. Data Analysis & Event Evaluation
3. Complete all Federal procurement forms
4. Project Closeout

INFORMATION TO BE SUBMITTED

The content and sequence of the information contained in each copy of the proposal shall be as follows:

A. Cover Letter

Introduction of the firm submitting the proposal, including a general description of the firm's qualifications and experience relevant to the requested services, with emphasis on previous projects similar to the one proposed here. Along with introductory remarks, the proposal shall include the following information:

1. Complete name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity with which contract would be written.
2. Complete name, title, address, e-mail address, and telephone number of each principal officer.
3. Identify the legal entity of the Proposer and state the number of years the entity has been organized and doing business under this legal structure.
4. Documentation on the financial status of the firm to ensure the firm will continue to be in business through the contract period and finance the costs of adequate personnel and other support requirements.

B. Organizational Information

Proposer will include an organizational chart and staffing plan for key personnel the Proposer plans to assign to the ongoing management of the services described in the

**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**

Scope of Work. A section titled "Proposed City of San Fernando Team" shall be included and will include resumes, certifications, etc. for the proposed team that will be assigned to the City that clearly demonstrates their abilities, skill level, and experience to accomplish the required tasks.

C. Qualifications and Experience

The Proposer will demonstrate that the firm expresses a clear understanding of the Scope of Work and indicate features, skills and/or services that distinguish the firm as the better choice for the City. The Proposer will provide a minimum of three (3) examples of comparable work performed during the last three years which best demonstrates the qualifications and ability of the proposed team to accomplish the work as outlined in the Scope of Work section of this RFP. Include dates and description of the services that were provided.

Proposer shall provide a minimum of three (3) and maximum of five (5) references and should include any California governmental clients or similar public agencies for which contracts were performed. For each reference, information shall include the name of the client with current address, telephone number, e-mail address, and contact person of each client who would be most familiar with the services provided. The City reserves the right to contact any of the listed references at any time and make any other reasonable investigation into the consultant's background and experience.

1. **Procedures and Methodology** – Proposal shall provide a detailed description of the firm's proposed approach demonstrating how the goals and objectives will be accomplished as outlined in the Scope of Work.
2. **Quality Control** – The Proposer shall describe the firm's policies and procedures for assuring high quality work, including monitoring of any proposed sub-contracts.
3. **Schedule Detail/Schedule Control** – The Proposer shall provide a detailed schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the following deliverables.

D. Cost Summary

The cost summary shall be submitted in a separate sealed envelope. All costs should reflect "not to exceed" figures. Fee schedules, including hourly rates for the prime consultant and all sub-consultants, meetings and reproduction costs, should accompany the cost summary.

E. Compensation Schedule

In a separate sealed envelope labeled "Compensation Schedule" the Proposer shall

**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**

include an appropriate compensation schedule to meet its workload and staffing needs. Include the hourly rate for all personnel assigned to the City, the number of hours each staff member will be assigned for each major task in the Scope of Work, as well as a list of all other reimbursable costs incurred in the performance of services required in the Scope of Work. A discussion on how the firm controls overall costs for Services to the City should be included as well.

F. Conflict of Interest Statement

Include a statement disclosing any involvement with plan/development projects in the City of San Fernando by the consultant (and sub-consultants) within the last year. The City of San Fernando reserves the right to reject any proposals having the potential for conflict of interest.

G. Signature

The proposal shall be signed by an official who is authorized to bind the consulting firm and shall contain a statement which guarantees that the proposal/cost estimate is valid for ninety (90) days.

SCHEDULE FOR SELECTION

RFP Available:	November 21, 2018
Deadline for Submittal of Proposal:	December 19, 2018
Deadline for Submittal of Questions:	December 6, 2018
Response to Questions:	December 13, 2018
Interviews/Contract Negotiations (if necessary):	January 8, 2019
Agreement Presented to Council for Review & Approval:	January 22, 2019

METHOD OF SELECTION AND NOTICES

The Recreation and Community Services Director and staff will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness
- Responsiveness to City's issues
- Potential to benefit the City
- Experience of the firm providing similar services to other municipalities
- Cost effectiveness
- Quality of proposed staff

**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**

EXHIBIT A

Event Name: Healthy San Fernando Open Streets Festival

Event Date and Time: Saturday, November 2, 2019 | 3pm to 8pm

Event Description:

The Healthy San Fernando Open Streets Festival will support the City of San Fernando Mayor's priorities for 2019-2020 fiscal year and will capitalize on the City's annual Providence Holy Cross Healthy San Fernando Dia de Los Muertos 5K Relay Run/Walk event, which typically attracts more than 2,000 participants from across the San Fernando Valley and Los Angeles County. The Relay is a collaborative effort with one of San Fernando Valley's largest regional hospitals, Providence Holy Cross Medical Center, and is part of the City's campaign to increase public awareness of obesity-related diseases while educating the community on the prevention of diseases through active living and healthy eating. The area hosting the 5K is called the Dia De Los Muertos Hub and in addition to the run will feature cultural activities, live entertainment, vendors and a health fair.



The Healthy San Fernando Open Streets event will run concurrently with the 5K Walk and Relay by effectively turning four miles of streets into a paved, urban playground, devoid of all motorized forms of transportation. It will incorporate the City of Los Angeles to include the Metrolink Station (a major transit hub) and the 5K race will be one of five hubs throughout the event course.

In keeping with the 5K Walk and Relay theme, the Healthy San Fernando Open Streets route will include four (4) additional destination "hubs," or zoned areas with different family-friendly activities for all age groups at the end of each leg of the route. This will encourage participants to physically bike and walk up and down each leg of the route in order to reach a different activity and effectively create a longer route without the need to close additional streets.

The City has programming in place for each hubs. A description of the programming and activities for each hub/leg is provided below:

Hub 1. Active Transportation – With its close proximity (less than .5 miles) to the MetroLink Sylmar/San Fernando Station, this leg of the route will promote the use of active transportation.

- a) All age groups will get to learn the local San Fernando Valley and Los Angeles County transit system through an interactive workshop and booths.
- b) The leg will include route-wide games, such as a Healthy San Fernando "Passport" game, in which participants get prizes for successfully completing each leg.

**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**

- c) Bike feeders, organized through the City's Open Streets event webpage, will also congregate in this area.
- d) Other Activities/Amenities: Roving Bike Repair Support, Hydration Station, Selfie Station.

Hub 2. Refuel Right! Fest – This leg of the route will promote healthy eating and nutrition.

- a) Making smarter food choices will be highlighted in this area with a “Guess those Macronutrients” pop up display, in which participants will get to guess macronutrients in various food displays. For example, a hamburger will be displayed in a glass case, with the question: “How much protein is in this hamburger?” People will get to cast a ballot with their guesses. An hour before the Open Streets event ends, winners will be announced and provided prizes. Similar food/beverage demos will also be incorporated.
- b) All age groups will get to enjoy the flavors of San Fernando Valley's local cuisines and restaurants, along with healthy food trucks.
- c) Other Activities/Amenities: Music/DJ, Healthy Eating Contests.

Hub 3. Downtown Art Walk – The City of San Fernando is the oldest city in the San Fernando Valley and therefore has a rich, diverse and colorful history. This “leg” of the route will showcase and highlight the City's historic Downtown district, mall, and businesses. It will be the central hub connecting the entire route.

- a) All age groups will get to draw with chalk on the streets and watch live, local artists draw and paint. Local artists will also be able to display and sell their art, creating a true, art walk.
- b) A parade will be organized consisting of local, cultural dance groups and performances representing multicultural communities in the San Fernando Valley, such as Bollywood, Folklorico, and Aztec Dance JAM session.
- c) The historically significant Lopez Adobe will be included in this leg of the route, offering a dance floor where children can dance and move.
- d) A historic Downtown bike tour will also lead participants through the route to learn about the history of the City and of the San Fernando Valley.
- e) Other Activities/Amenities: Spin Art (art made using bikes/wheels), Hair Art and Braiding, Face Painting, Music/DJ, Selfie Station.

Hub 4. In Motion: Bike/Ped Safety – This leg of the route will promote bicycle and pedestrian safety awareness, which is in line with the City's current endeavor to create an Active Transportation and Safe Routes to School Plan.

- a) Children will get to enjoy various activity challenge booths. Once each is completed, children will be able to dash, pedal and move through a larger obstacle course to obtain a health-related prize.
- b) Teens and young adults will get to watch a BMX biking stunt show while also learning safety tips. They will also have chances to win helmets and other safety gear through raffles and contests.

**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**

- c) In addition to biking the area, adults will get to “Map Your Ride,” which will be an interactive experience, allowing adults to map their ride to work using existing multimodal modes of transportation. This will effectively allow them to learn new ways of getting to work that they may not have considered previously. They will also be able to visually compare active modes of transportation vs. automobile against their personal health and financial benefits.
- d) Other Activities/Amenities: Roving Bike Repair Support, Spa Water, Selfie Station.

Hub 5: Dia de Los Muertos 5K Relay Run/Walk: – This leg of the route is a self-challenging Physical Fitness zone meant to increase awareness of participant’s own personal fitness.

- a) Children, adults and seniors will have an opportunity to participate in the Relay Run, Individual Run and the Kid’s Fun Tot Run in addition to various activity challenge booths.
- b) Participants will take advantage of the health fair and learn the benefits of physical activity, proper nutrition, disease prevention through interactive experience and screenings testing strength, cardio, aerobics and other measures of physical fitness.
- c) Other Activities/Amenities: Live entertainment, community altars, cultural performances and vendors. Pop Up Arcade, Selfie Station.

Booths will be spread throughout the route to include local merchants, non-profit/faith-based organizations, and private corporations.

Day of Event Agenda

(1) 5K Walk or Run

3:00 p.m. Kid’s Fun Run

3:30 p.m. 5K individual run

4:30 p.m. 5K relay run

(2) Healthy San Fernando Open Streets 4:00 p.m. to 8:00 p.m.

Event Location: City of San Fernando, specifically San Fernando Road from Hubbard to Fox (from Hubbard to Metrolink Station), Macly Street (from Pico Street to 8th Street), Portions of San Fernando Mission Boulevard and Pico Street, Park Avenue (Recreation Park) and the Pacoima Wash Bike Trail. (from 8th Street to 4th Street).

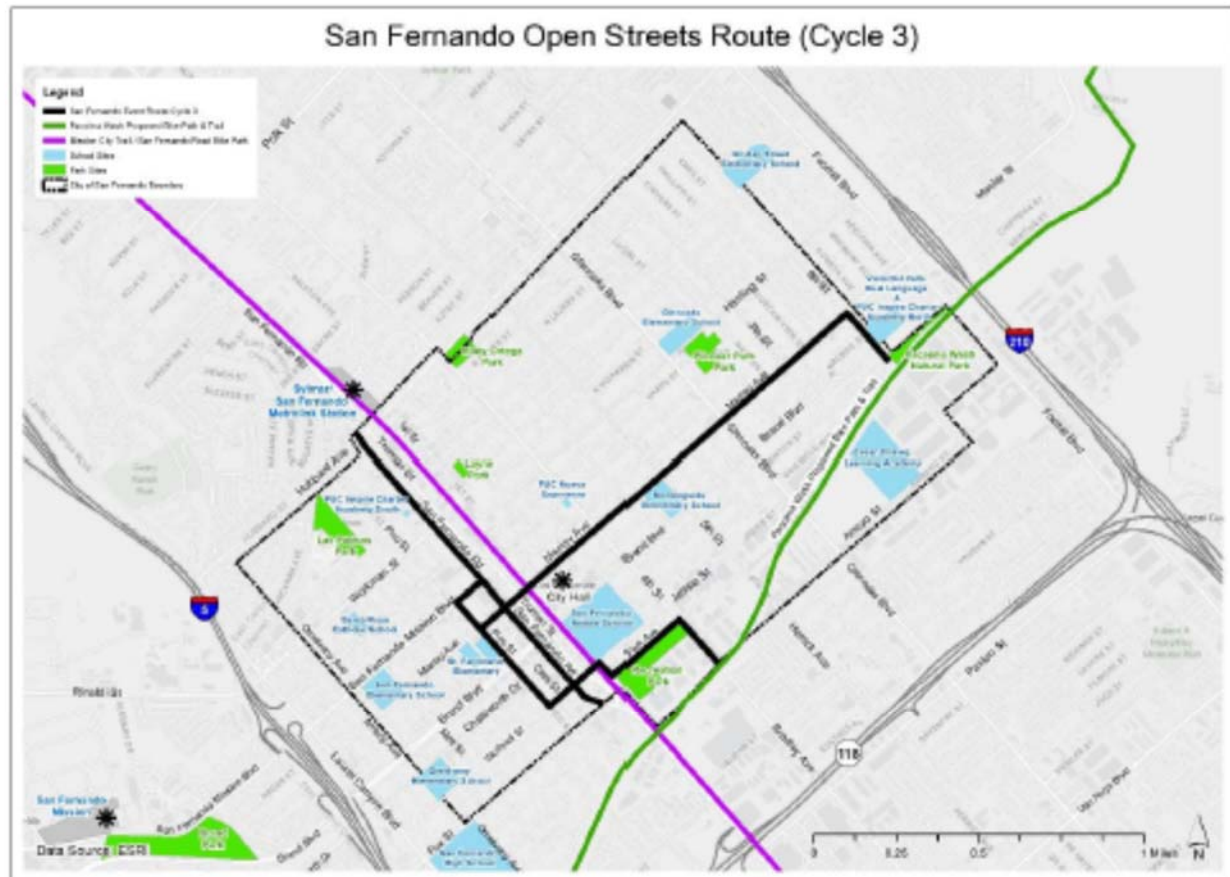
Roles and Responsibilities: The City of San Fernando will be the lead agency, with support from the City of Los Angeles, and oversee all work related to this event, as follows:

- 1) The City will work with non-profits and other organizations in order to ensure a successful event.
- 2) The City will select, through a formal RFP process, a consultant to manage, promote and implement the event, including communications through print, news, radio and social media. The consultant will also brand the project, including website, flyers and other marketing strategies.

**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**

Contact Information: Julian Venegas, Recreation and Community Services Director Phone: (818) 898-1290, Email: jvenegas@sfcity.org

Event Map



**REQUEST FOR PROPOSALS: PROGRAM MANAGEMENT SERVICES
FOR OPEN STREETS FESTIVAL**



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Event Name: Healthy San Fernando Open Streets Event

Date & Time: Saturday, November 2, 2019 3pm-8pm

**Event
Description**

Walk, run and bike roughly **4** miles of open streets and experience the City of San Fernando like never before!

The Healthy San Fernando Open Streets Festival will begin immediately after the 5K Walk and Relay by effectively transforming miles of streets into a paved, urban playground, devoid of all motorized forms of transportation.

Enjoy the 5 Hubs of the route and follow us on Twitter, Facebook and our website for event day updates!

The 5 “Hubs” of the Route

1 Active Transportation

- Roving Bike Repair Support
- Hydration Station
- Selfie Station
- Interactive workshop and booths

2

Refuel Right! Fest

- Music/DJ
- Healthy Eating Contests
- Food Trucks
- Games

3 Downtown Art Walk

- Spin Art
- Hair Art and Braiding
- Face Painting
- Parade and Cultural Dances

4

In Motion: Bike/Ped Safety

- Bike Rodeo
- BMX Bike Stunt Show
- Spa Water
- “Map Your Ride” Interactive Wor

5

Dia de Los Muertos 5K

- 5K Relay Run/Walk
- Live Entertainment
- Health Fair
- Community Altars



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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Deputy City Manager/Director of Finance

Date: November 19, 2018

Subject: Consideration to Adopt a Resolution Establishing a Measure "A" Community Advisory Committee

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss the proposed composition, duties, and by-laws of the Measure "A" Community Advisory Committee;
- b. Adopt Resolution No. 7895 (Attachment "A") establishing the Measure "A" Community Advisory Committee ("Committee"); and
- c. Authorize the City Manager to advertise and solicit applications from interested parties to serve on the Committee upon certification of affirmative election results for Measure "A."

BACKGROUND:

1. On December 4, 2017, the City Council appointed Vice Mayor Lopez and Councilmember Gonzales to an Ad Hoc Committee to work with staff to develop public information material to educate the public and key stakeholders on the critical role the local Sales Tax has played in saving the City's finances and make a recommendation to City Council regarding potential extension of the Transaction and Use Tax beyond October 2020.
2. The Ad Hoc Committee worked with staff to identify key questions to be answered as part of a public education effort, including, in no particular order:
 - Explain a local Sales Tax (Measure "A") and why it was necessary;
 - How the local Sales Tax funds have been used;
 - How local Sales Tax funds will be used if extended;
 - Likely consequences if the current local Sales Tax is not extended; and
 - How much additional revenue the local Sales Tax has generated.

Consideration to Adopt a Resolution Establishing a Measure “A” Community Advisory CommitteePage 2 of 4

6. On June 4, 2018, the City Council considered Resolution No. 7852 and Ordinance No. 1678 to place a measure to extend the existing half-cent transaction tax on the November ballot. There were revisions made to the proposed ballot question at that meeting and a new Ad Hoc Committee (Councilmembers Fajardo and Gonzales) was appointed to review the ballot question and draft a ballot argument.
7. On July 16, 2018, the City Council unanimously approved Resolution No. 7872 and revised Ordinance No. 1678, placing a measure to extend the existing half-cent transaction tax on the November ballot.
8. The City Council also directed staff to work with the Ad Hoc Committee (Councilmembers Fajardo and Gonzales) to draft an argument in favor of the measure and return to City Council for review and approval.
9. On August 6, 2018, the City Council unanimously approved an “Argument in Favor” of the local transaction tax, which was signed by the Mayor and all City Councilmembers.
10. On August 17, 2018, the Los Angeles County Registrar/Recorder notified the City that the upcoming ballot measure has been assigned the title “Measure A.”
11. During Public Comment on September 17, 2018, the President of the San Fernando Chamber of Commerce requested establishment of a community advisory committee to strengthen public support and confidence in the transparent and responsible use of local transaction tax revenues.
12. During General Council Comments on September 17, 2018, staff was directed by City Council to bring back an item for discussion regarding establishing an advisory committee on October 15, 2018.
13. On October 15, 2018, the City Council discussed the composition and duties of a Measure “A” Community Advisory Committee and provided direction to staff.

ANALYSIS:

Pursuant to direction received from the City Council on October 15, 2018, staff has drafted proposed by-laws for the Committee, which include:

Composition: The proposed Committee will be comprised of up to seven members appointed by City Council, consisting of up to two residents, up to two representatives of the business community, up to two labor representatives, and one at-large member.

Consideration to Adopt a Resolution Establishing a Measure “A” Community Advisory CommitteePage 3 of 4

- Resident Members shall be registered voters of the City.
- Business Community Members shall own or be the primary operator of a duly-licensed business physically located within the City limits.
- Labor Representative Members shall be an active City employee and a member of one of the City’s non-management bargaining groups (e.g., SEIU Local 721, San Fernando Police Officers Association, and San Fernando Police Civilians Association). Labor Representatives shall not be employees of either the Finance Department or City Manager’s Office.

Terms of Office: Appointments will be for two-year terms running from November 1st through October 31st to encompass the budget recommendation timeframe and Annual Report timeline and to coincide with the annual City Council reorganization. Members shall be limited to two consecutive terms (for a maximum of four years). Former Members may be re-appointed two years after the expiration of their last term. Upon reappointment, Members may serve two additional two-year terms.

Duties: The proposed duties for the Committee include: (1) reviewing the Annual Report of collection, management, and expenditure of Measure “A” revenues, and (2) providing general recommended budget priorities for use of Measure “A” funds as part of the annual budget process. General recommended budget priorities include, but are not limited to, paying down debt, establishing reserves, investing in capital improvements, replacing equipment, adding staff, etc.

To accomplish these duties, it is recommended that the Committee meet at least twice each year: (1) each September to review the Annual Measure “A” Report and select Committee Officers, and (2) each January/February to discuss recommended budget priorities for Measure “A” revenues.

Application Process: It is recommended that prospective candidates submit a completed application (Attachment “B”) of interest to fill a vacant position. Applicants should indicate which vacant position they are interested in and provide proof of qualification for the position based on the criteria identified in the by-laws. Prospective candidates will be presented to the City Council for consideration and appointment.

Staff support for the Committee will be provided by the Finance Department and include: agenda preparation and posting, responding to requests for information by the Committee, providing technical assistance and advice to the Committee, taking minutes and coordinating preparation and dissemination of materials, and performing follow-up activity as requested and consistent with the duties of the Committee.

Consideration to Adopt a Resolution Establishing a Measure “A” Community Advisory CommitteePage 4 of 4

BUDGET IMPACT:

Establishing a Community Advisory Committee will require the Finance Department to dedicate additional resources to preparing Committee agendas and staffing Committee meetings. However, it is anticipated that this Committee will only meet a few times per year and will not cause a significant stress on resources.

CONCLUSION:

Establishing a Community Advisory Committee comprising of local stakeholders to review Measure “A” related financial activity will strengthen public support and confidence in the transparent and responsible use of local transaction tax revenues.

ATTACHMENTS:

- A. Resolution No. 7895, with Exhibit 1
- B. Application to Serve on the Measure “A” Community Advisory Committee

ATTACHMENT “A”**RESOLUTION NO. 7895****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, ESTALISHING A MEASURE
“A” COMMUNITY ADVISORY COMMITTEE**

WHEREAS, on June 4, 2013, San Fernando voters approved a half-cent temporary local Transaction and Use Tax that sunsets on October 1, 2020; and

WHEREAS, Chapter 82, Article V, Section 82-132 of the City Code requires an Annual Report on the collection, management, and expenditure of the Measure A funds prior to October 1st each year; and

WHEREAS, Chapter 82, Article V, Section 82-132 of the City Code also requires an overview of the Annual Report be presented to City Council at an open and public meeting and that the Annual Report be a public document; and

WHEREAS, on June 4, 2018, City Council approved placing a question on the November 6, 2018 ballot relating to extension of the existing half-cent local Transaction and Use Tax until it is repealed by San Fernando voters; and

WHEREAS, the Los Angeles County Registrar/Recorder has notified the City that the upcoming ballot measure has been assigned the title “Measure A”; and

WHEREAS, should the extension be approved by San Fernando voters on November 6, 2018, the City Council has determined the establishment of a Measure “A” Community Advisory Committee is in the best interests of San Fernando; and

WHEREAS, it is the intent of the City Council that the Measure “A” Community Advisory Committee shall review the annual report required by Chapter 82, Article V, Section 82-132 of the City Code; and

WHEREAS, it is also the intent of the City Council that the Measure “A” Community Advisory Committee shall provide general recommended priorities for use of Measure “A” funds as part of the annual budget process (e.g. pay down debt, establish reserves, invest in capital improvements, replace equipment, add staff, etc.); and

WHEREAS, it is within the City Council’s authority to establish a committee for a specified purpose.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Measure “A” Community Advisory Committee shall be established upon certification of the affirmative election results. If Measure “A” fails, then the “Measure A Community Advisory Committee” shall not be established.

Section 2. The Measure “A” Community Advisory Committee shall consist of up to seven (7) voting members as follows: two (2) residents, two (2) representatives of the business community, two (2) labor representatives, and one (1) at-large member.

Section 3. Committee members shall be appointed by City Council after the prospective candidate submits an application of interest to fill a vacant position. Applicants must indicate which vacant position they are interested in.

Section 4. The Measure “A” Community Advisory Committee By-Laws, attached hereto as Exhibit “1” and incorporated herein by this reference, are hereby approved and may be amended by resolution of the City Council.

Section 5. This Resolution shall take effect immediately upon its adoption. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 19th day of November, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of November, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

**EXHIBIT "1"****ADVISORY COMMITTEE**

Date: November 19, 2018

Subject: Measure "A" Community Advisory Committee By-Laws

PURPOSE:

To review the Annual Report of collection, management and expenditure of the local half-cent Transaction and Use Tax (Measure "A") revenue as required by Chapter 82, Article V, Section 82-132 of the City Code and make non-binding recommendations to the City Council general priorities for the use of Measure "A" funds during the annual budget process.

ARTICLE 1 - ORGANIZATION:**1. Composition**

- a. The Measure "A" Community Advisory Committee (hereinafter Committee) shall consist of up to seven (7) members appointed by the City Council, consisting of: up to two (2) residents, up to two (2) representatives of the business community, up to two (2) labor representatives, and one (1) at-large member.
 - i. The Resident Members shall be registered voters of the City.
 - ii. The Business Community Members shall own or be the primary operator of a duly licensed business physically located within the City limits.
 - iii. The Labor Representative Members shall be an active City employee and a member of one of the City's non-management bargaining groups (e.g. SEIU Local 721, San Fernando Police Officers Association, and San Fernando Police Civilians Association). Labor Representatives shall not be employees of either the Finance Department or City Manager's Office.
- b. Prospective candidates must submit a completed application of interest to fill a vacant position. Applicants must indicate which vacant position they are interested in and provide proof of qualification for the position based on the criteria identified in subsection (a)(i-iii).

Measure "A" Community Advisory Committee By-LawsPage 2 of 5

2. Terms of Office

- a. Except as otherwise provided under paragraph (d), below, appointments will be for two (2) year terms running from November 1st through October 31st. The term is structured to encompass the budget recommendation timeframe (February/March), the Annual Report timeline (September), as well as coincide with the annual City Council reorganization.
- b. Except as otherwise provided under paragraph (e), below, members shall serve a maximum of two (2) consecutive terms. If a member serves a partial term in excess of two (2) years, it shall be considered one term for the purposes of these By-Laws.
- c. A former Member may be re-appointed two (2) years after the expiration of their last term. Upon reappointment, the Member will be subject to the limitations in Paragraphs (a) and (b) of this Section from their new appointment date.
- d. Initially, one (1) Resident Member, one (1) Business Community Member, and one (1) Labor Representative Member will serve a one (1) year term. Members that serve the initial one-year term may serve a third term.
- e. Paragraphs (a) and (b) of this Section notwithstanding, all members shall serve at the pleasure of the City Council and may be removed and replaced by action of the City Council at any time with or without cause.

3. Appointments to Fill Vacancies

- a. If a vacancy occurs, the City Council may, but shall not be required to, appoint a replacement for the remainder of the term for that seat.
- b. Prospective replacements must complete an application of interest to fill the vacant position.

4. Absence of Committee Members

- a. Any member who, within a twelve (12) month period, has two (2) absences shall be referred to the City Council for consideration for replacement.

5. Compensation and Reporting

- a. Members of the Committee shall serve without compensation for their service on the Committee.

Measure "A" Community Advisory Committee By-LawsPage 3 of 5

- b. Members shall take any mandatory training prior to serving or, if deemed appropriate by the City Manager, within 180 days of being appointed by the City Council.

ARTICLE 2 - DUTIES:

1. In accordance with Chapter 82, Article V, Section 82-132 of the City Code, the Committee shall receive and review the Annual Report of collection, management, and expenditure of local Transaction and Use Tax revenues.
2. The Committee shall provide general recommended budget priorities for use of Measure "A" funds as part of the annual budget process. General recommended budget priorities include, but are not limited to, paying down debt, establishing reserves, investing in capital improvements, replacing equipment, adding staff, etc.
3. The operation of this Committee is subject to all applicable laws, including but not limited to, the City Code and other Ordinances, Resolutions and Policies adopted by the City Council.

ARTICLE 3 - OFFICERS:

1. Designation of Officers
 - a. At the initial meeting and at the first meeting in or after November 1st of each year, the Committee shall elect a Chair and Vice-Chair from among its membership.
 - b. The Chair and Vice-Chair shall serve at the pleasure of the Committee.
 - c. Subject to Section 2(d) of Article I, above, the Chair and Vice-Chair shall serve terms of one (1) year commencing upon their appointment and concluding on the latter of October 31st of the following year or the election of their successors.
2. Duty of the Officers
 - a. The Chair shall preside over all Committee meetings.
 - b. The Vice-Chair shall act as the Chair in his/her absence.

Measure "A" Community Advisory Committee By-LawsPage 4 of 5

ARTICLE 4 - MEETINGS:

1. Bi-annual Meetings: The Committee shall meet at least twice each year: (1) in the month of September to review the Annual Measure "A" Report and select Officers, and (2) in February to discuss recommended budget priorities for Measure "A" revenues.
2. Regular Meetings: The Committee will determine time, place, and frequency to hold regular meetings.
3. Special Meetings: Special meetings may be called at any time by the Chair or a majority of appointed members.
4. All meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code Section 54950)
5. A majority of appointed members shall constitute a quorum. Each Committee Member shall be entitled to one vote. Approval of any matter requires an affirmative vote from the majority of members present.
6. The Committee may refer to the latest edition of Robert's Rules of Order for guidance, interpretation or to supplement these By-Laws. The foregoing notwithstanding, in the event of any conflict or inconsistency between the provisions of these By-Laws, the San Fernando Municipal Code or any other resolution of the City Council and the provisions of Robert's Rules of Order, the provisions of these By-Laws, the San Fernando Municipal Code and/or the resolution of the City Council shall govern and control but only to the extent of the conflict or inconsistency and no further. Failure to strictly follow Robert's Rules of Order shall not invalidate any action of the Committee.
7. Consensus among a majority of Committee members present must exist in order to place an item on a future agenda for discussion, or to request research by staff.
8. The issuance of written recommendations by the Committee for any given budget year shall not be a condition precedent to the City Council's ability to approve the City's annual general fund budget in an given year.

ARTICLE 5 - STAFF SUPPORT:

1. The Director of Finance and Finance Department staff, as directed and determined by the Director of Finance, shall provide staff support to the Committee to include:
 - a. Agenda preparation and posting.

Measure "A" Community Advisory Committee By-LawsPage 5 of 5

- b. Respond to requests for information by the Committee.
 - c. Provide technical assistance and advice to the Committee.
 - d. Take minutes and coordinate preparation and dissemination of materials.
 - e. Perform follow-up activity as requested and consistent with the duties of the Committee.
2. In the event the Director of Finance determines that a request for research by the Committee is not within the approved tasks or duties of the Committee as stated in the "DUTIES" Section of these By-Laws, or that the request requires a dedication of staff time that is not available within the requirements of day-to-day operations, the Director of Finance shall confer with the City Manager. The City Manager shall decide whether the staff support shall be provided in that instance. The Committee may appeal the City Manager's decision to the City Council.

ARTICLE 6 - AMENDMENT TO BY-LAWS:

1. These By-Laws may only be amended by resolution of the City Council.

APPLICATION TO SERVE ON THE MEASURE "A" COMMUNITY ADVISORY COMMITTEE

This is a public document. To assist the City Council in evaluating each applicant in the selection of Committee Members, please provide as complete of a response as possible to all questions.

APPLICANT INFORMATION

NAME	PHONE NO.
------	-----------

EMAIL ADDRESS *Business or personal to be used for Committee activity*

COMMITTEE MEMBER POSITION OF INTEREST *The Measure "A" Community Advisory Committee shall consist of up to seven members appointed by the City Council, consisting of: up to two residents, up to two representatives of the business community, up to two labor representatives, and one at-large member. Please indicate which position you are interested in filling.*

☐ **RESIDENT MEMBER**

Are you a registered voter of the City of San Fernando?

☐ YES ☐ NO RESIDENCE ADDRESS: _____

☐ **BUSINESS COMMUNITY MEMBER**

Are you the owner or primary operator of a duly licensed business physically located within the City limits?

☐ YES ☐ NO BUSINESS NAME: _____

BUSINESS ADDRESS: _____

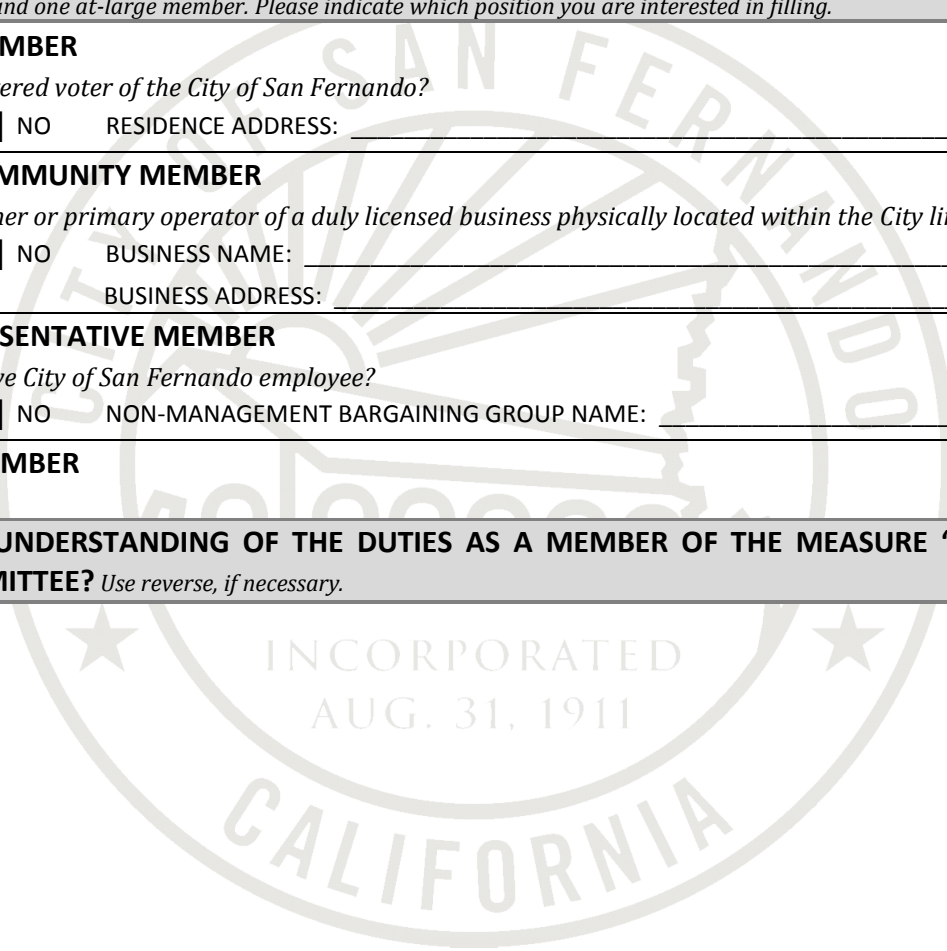
☐ **LABOR REPRESENTATIVE MEMBER**

Are you an active City of San Fernando employee?

☐ YES ☐ NO NON-MANAGEMENT BARGAINING GROUP NAME: _____

☐ **AT-LARGE MEMBER**

WHAT IS YOUR UNDERSTANDING OF THE DUTIES AS A MEMBER OF THE MEASURE "A" COMMUNITY ADVISORY COMMITTEE? *Use reverse, if necessary.*



INCORPORATED
AUG. 31, 1911
CALIFORNIA

MEMBER COMMITMENT *I am willing to fulfill all requirements of a Measure "A" Community Advisory Committee Member, including but not limited to:*

- I am willing to fulfill the two-year term of office (November 1st through October 31st).
- I understand that two absences within a 12-month period shall be referred to the City Council for consideration for replacement.
- I understand that Members of the Committee shall serve without compensation for their service on the Committee.
- I understand that Members of the Committee shall take any mandatory training prior to serving or, if deemed appropriate by the City Manager, within 180 days of being appointed by the City Council.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

APPLICANT SIGNATURE	DATE
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**WHAT IS YOUR UNDERSTANDING OF THE DUTIES AS A MEMBER OF THE MEASURE "A" COMMUNITY
ADVISORY COMMITTEE?** *Continued*



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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Elena G. Chávez, City Clerk
By: San Fernando Education Commission

Date: November 19, 2018

Subject: Consideration to Approve Use of City Letterhead for Letters Inviting Local School Principals to a Brunch Event and Seeking Donations from Local Businesses for Monthly Student of the Month Recipients

RECOMMENDATION:

It is recommended that the City Council allow the Education Commission to use City letterhead for letters inviting local school principals to a brunch event in January 2019 (Attachment "A") and for seeking donations from businesses for Student of the Month recipients (Attachment "B").

BACKGROUND:

Over the past couple of years, the Education Commission has been discussing their goals and priorities to increase student achievement. Since various schools within the City share the same families, one of their goals has been to host a principals' brunch to bring together principals from public, private, and charter schools for a brief morning meet and greet (i.e., network, share ideas, and problem solve). In addition, City staff would be present to introduce the many resources available in the community.

The Education Commission has also implemented a "Student of the Month" program where principals and school leaders can nominate San Fernando City students based on a monthly category. These students will be recognized at the City Council meetings with the option of having the student lead the pledge of allegiance. Students will also be rewarded with a small donation made possible by local businesses.

BUDGET IMPACT:

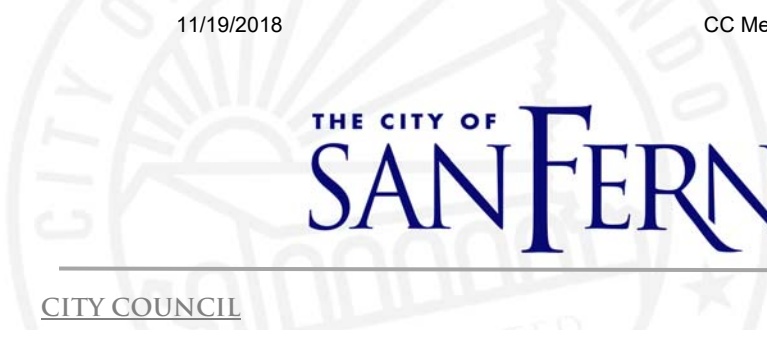
There is no budget impact associated with the use of the City letterhead.

Consideration to Approve Use of City Letterhead for Letters Inviting Local School Principals to a Brunch Event and Seeking Donations from Local Businesses for Monthly Student of the Month Recipients

Page 2 of 5

ATTACHMENTS:

- A. San Fernando Education Commission Letter to Local Principals
- B. San Fernando Education Commission Letter to Local Businesses December 2018



THE CITY OF SAN FERNANDO

ATTACHMENT "A"

CITY COUNCIL

MAYOR
SYLVIA BALLIN

December __, 2018

VICE MAYOR
ANTONIO LOPEZ

COUNCILMEMBER
ROBERT C. GONZALES

Dear Principal of _____ ,

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
JAIME SOTO

Greetings from the City of San Fernando Education Commission. We trust you are enjoying a productive and fulfilling school year. You are receiving this invitation because you are a school principal or director in the City of San Fernando. Within the city boundaries of approximately two square miles, we have eight (8) Pre-K schools, seven (7) elementary schools, three (3) middle schools, and three (3) high schools, with a total of twenty-two (22) charter, private, and public schools.

As we continually consider ways in which the Education Commission can best serve the community, reaching out and bringing together all the administrators from schools within the City is an obvious first step. Our goal is to provide a session of networking, present services available from the City, and discuss how to support our families as our students transition from school to school. There will be an opportunity to meet the City of San Fernando Mayor, Councilmembers, City Manager, Police Chief, Finance Director, and other City representatives.

You are cordially invited to a City of San Fernando Education Commission Principals' Brunch:

Date: Friday, January 25, 2019 (*subject to change*)
Time: 10:00 am -11:00 am (Brunch will be available at 9:30 am)
Place: San Fernando Recreation Park (Multipurpose Room) (*subject to change*)
208 Park Avenue
San Fernando, CA 91340

We understand how difficult it is for you to leave your campuses and we appreciate the many responsibilities before you each day; however, we believe this effort will enhance and strengthen our community schools and give you valuable information. As it has been said, "*communities are as strong as their schools*", and the Education Commission embraces this belief. We look forward to your participation at this event and encourage you to bring your business cards to exchange with the other principals.

EDUCATION
COMMISSION

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1204

WWW.SFCITY.ORG

PRINCIPAL OF _____

San Fernando Education Commission Principals' Brunch

Page 2 of 2

You may RSVP by calling (818) 898-1204 or emailing sfeducom@sfcity.org. Please provide the following: attendee's name, email, and the number of students enrolled at your school.

We look forward to meeting you!

Sincerely,

City of San Fernando Education Commission

<i>Signature</i>		<i>Signature</i>	
David Govea Chair		Angel Zobel-Rodriguez Vice Chair	
<i>Signature</i>	<i>Signature</i>		<i>Signature</i>
Michael Remenih Commissioner	Olivia Robledo Commissioner		Veronica Pacheco Commissioner

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
SYLVIA BALLIN

December __, 2018

VICE MAYOR
ANTONIO LOPEZ

Dear Merchant:

COUNCILMEMBER
ROBERT C. GONZALES

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
JAIME SOTO

Greetings from the City of San Fernando. As a business owner, you are invited to participate in a new and exciting program being launched within the next few months by the Education Commission. Recognizing and rewarding exceptional students in our community is the purpose of this endeavor called the "Student of the Month" project. We believe the accomplishments and successes of our young people need to be highlighted and celebrated in a meaningful and significant way by our city. The "Student of The Month" will be invited to attend a City Council meeting where time will be dedicated to this honor. Principals and school leaders will have the opportunity to submit names of students they feel are deserving of this recognition, and the Education Commission will review the submissions and choose the student each month in the following categories: Giving back, Academic Achievement, Perseverance, Kindness, Leadership, etc.

Along with a City certificate, we are seeking donations of any kind to give to our honorees. We welcome gift certificates or other items your business has to offer. We invite and encourage your participation in this new and amazing program. Your support and consideration will be greatly appreciated. Let us know if you need more information.

Sincerely,

City of San Fernando Education Commission

EDUCATION
COMMISSION

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1204

WWW.SFCITY.ORG

<i>Signature</i>		<i>Signature</i>	
David Govea Chair		Angel Zobel-Rodriguez Vice Chair	
<i>Signature</i>	<i>Signature</i>	<i>Signature</i>	
Michael Remenih Commissioner	Olivia Robledo Commissioner	Veronica Pacheco Commissioner	

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Robert C. Gonzales

Date: November 19, 2018

Subject: Discussion Regarding Sponsoring a Record Expungement Clinic at Recreation Park

RECOMMENDATION:

I have placed this on the agenda for City Council discussion and to provide staff with direction.

BACKGROUND:

Proposition 64, the California Marijuana Legalization Initiative, provides for the expungement of criminal records related to some cannabis convictions and I am requesting that the City Council consider sponsoring a record expungement clinic at Recreation Park.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

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AGENDA REPORT

To: Vice Mayor Antonio Lopez and Councilmembers

From: Mayor Sylvia Ballin

Date: November 19, 2018

Subject: Allocation and Distribution of Independent Cities Finance Authority's Community Outreach Program Funds for Las Palmas Park Senior Club Program, Education Commission Scholarships, and Fee Waivers for Non-Profit Organizations

RECOMMENDATION:

I have placed this on the agenda for City Council discussion and consideration.

BACKGROUND:

On July 1st of every year, the Independent Cities Finance Authority (ICFA) provides an annual Fiscal Year (FY) allocation of \$7,500 to eligible Board Members (i.e., those that have attended at least two-thirds of the prior year's ICFA meetings). Through the ICFA's Community Outreach Program, eligible Board Members may contribute all, or part, of their annual allocation to one or more charitable organization in their community. As Board Member (i.e., City liaison appointed to the ICFA), I have made recommendations to City Council regarding the use of these monies for specific purposes.

ANALYSIS:

I am recommending that the FY 2017-2018 ICFA allocation of \$7,500 be distributed in the following manner:

\$1,500	Las Palmas Senior Club Program
	- \$1,400 for music/entertainment
	- \$100 for cake/food
\$3,000	Education Commission Scholarships
	- \$500 increments or less
	- No repeat winners
\$3,000	Fee Waivers – Non Profit Organizations Only
	- \$500 cap per organization

Allocation and Distribution of Independent Cities Finance Authority's Community Outreach Program Funds for Las Palmas Park Senior Club Program, Education Commission Scholarships, and Fee Waivers for Non-Profit Organizations

Page 2 of 2

BUDGET IMPACT:

Funding will be provided by ICFA and funds will be distributed based on Council direction.

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AGENDA REPORT

To: Councilmembers

From: Mayor Sylvia Ballin and Vice Mayor Antonio Lopez

Date: November 19, 2018

Subject: Discussion Regarding Proposed Increase to Commissioner Stipend

RECOMMENDATION:

This item has been placed on the agenda for consideration and it is recommended that the City Council approve a \$25 increase to the Commissioner stipend per meeting (i.e. a total of \$75 per meeting per month) effective January 1, 2019 and that staff report back with a budget resolution for City Council adoption.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. If approved, staff will report back with a budget resolution for City Council adoption.

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AGENDA REPORT

To: Vice Mayor Antonio Lopez and City Councilmembers

From: Mayor Sylvia Ballin

Date: November 19, 2018

Subject: Consideration to Adopt a Resolution Supporting the Protection of the Community Reinvestment Act

RECOMMENDATION:

I have placed this item on the agenda for consideration and recommend that the City Council adopt Resolution No. 7896 (Attachment "A") Supporting the Protection of the Community Reinvestment Act.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENT:

A. Resolution No. 7896

ATTACHMENT “A”**RESOLUTION NO. 7896****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, SUPPORTING THE PROTECTION OF THE COMMUNITY REINVESTMENT ACT**

WHEREAS, the Community Reinvestment Act (CRA) was enacted through federal legislation on October 12, 1977 to end the practice of “redlining” whereby financial institutions would draw a red line on a map around the neighborhoods they did not want to offer financial services; and

WHEREAS, before the enactment of the CRA, redlining made it nearly impossible for low- and moderate-income Americans, racial and ethnic minorities, and their neighborhoods to access credit services, such as mortgages and business loans, regardless of their qualifications or creditworthiness; and

WHEREAS, CRA was a landmark civil rights law intended to end the discrimination that was once common in America’s banking and housing markets; and

WHEREAS, the CRA states that “regulated financial institutions have continuing and affirmative obligations to help meet the credit needs of the local communities in which they are chartered”; and

WHEREAS, the CRA establishes a regulatory framework for monitoring the level of lending, investments, and services in low- and moderate-income neighborhoods traditionally underserved by lending institutions; examiners from three federal agencies assess and “grade” a lending institution’s activities in low- and moderate-income neighborhoods; and

WHEREAS, the federal agencies conducting CRA examinations are: 1) the Office of the Comptroller of the Currency (OCC), which examines nationally chartered banks, 2) the Federal Deposit Insurance Corporation (FDIC), and 3) the Federal Reserve Board – both of whom examine state-chartered banks; and

WHEREAS, if a regulatory agency finds a financial institution not serving these neighborhoods, it can delay or deny that institution’s request to merge with another lender or to open a branch or expand any of its other services; the financial institution regulatory agency can also approve the merger application subject to specific improvements in a bank’s lending or investment record in low- and moderate-income neighborhoods; and

WHEREAS, a financial institution’s CRA grade can be downgraded if a federal agency uncovers evidence of illegal, abusive or discriminatory lending on their fair lending exams that occur at about the same time as CRA exams; and

WHEREAS, according to analysis of bank lending data by the National Community Reinvestment Coalition (NCRC), since 1996, CRA-covered banks issued more than 25 million

small business loans in low- and moderate-income tracts, totaling more than \$1 trillion, and \$980 billion in community development loans that support affordable housing and economic development projects benefiting low- and moderate-income communities; and

WHEREAS, the annual dollar amount of community development loans increased 443 percent from \$17.7 billion in 1996 to \$96 billion in 2016; and, a 2016 review of the CRA examinations of intermediate small banks (ISBs)/mid-sized banks (banks with asset sizes today between \$313 million and \$1.252 billion) found that ISBs produced over \$9.3 billion of community development (CD) loans and grants; and

WHEREAS, studies have found that CRA-covered home lending is safer and sounder than non-CRA covered lending; when a larger share of lending is issued by CRA-covered banks than by independent mortgage companies, a neighborhood experiences lower delinquency rates and less risky lending; and

WHEREAS, despite the tremendous benefits of CRA to communities, the full potential of CRA has not been realized because it has not been updated to take into account changes in the banking industry and the economy; independent mortgage companies not covered by CRA now make more than 50 percent of the home mortgage loans in America and financial technology companies (“Fintech”) not covered by CRA operating via the internet are rapidly increasing their lending; and

WHEREAS, geographic assessment areas must remain the focus of CRA exams for all banks; banks should continue to be graded based on every geography where they lend or receive a significant percentage of their deposits; banks cannot be allowed to cherry-pick where they lend – and where they don’t lend at all or to ignore the credit needs of distressed and vulnerable communities; and

WHEREAS, regulators review of a bank’s CRA commitment should not be consumed by a “one ratio” approach on which most or all of a bank’s CRA rating would be based. One ratio would consist of the dollar amount of a bank’s CRA activities (loans, investments, and services to low- and moderate-income people) divided by the bank’s assets or the bank’s “Tier One” capital. One fraction cannot sum up how, if and where a bank is lending and investing and whether they are being responsive to the particular credits needs of their local community; and

WHEREAS, CRA should explicitly state the law’s obligation to fairly serve all races and ethnicities; banks that engage in large-scale illegal and harmful activities should fail their CRA exams.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The City supports efforts to modernize CRA, but not relax or undermine the law’s goal and intent.

SECTION 2: The City opposes regulators efforts to raise bank thresholds and exempt more banks, such as ISBs/mid-sized banks, from examination of their community development lending and investments; and

SECTION 3: The City supports modernizing CRA to apply it to non-bank institutions including mortgage companies, financial technology companies, and credit unions; and

SECTION 4: The City opposes regulators efforts to water down the penalties under CRA for discrimination; and

SECTION 5: The City supports a CRA with a clearly-defined grading system that emphasizes lending, bank branches, fair lending performance, and responsible loan products for working class families; and.

SECTION 6: The City supports efforts to hold a bank accountable if it fails its CRA exam, or wishes to acquire a bank with a better CRA grade, and urge agencies to recognize and encourage community benefit agreements and efforts that motivate banks to make more loans, investments, and services available to traditionally underserved communities.

PASSED, APPROVED, AND ADOPTED this 19th day of November, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was adopted a regular meeting of the City Council held on the 19th day of November, 2018 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk