



CHAIR ROBERT GONZALES
VICE CHAIR PATTY LOPEZ
COMMISSIONER ERICA FRIEND
COMMISSIONER NATASHA SANCHEZ-BROOKS
COMMISSIONER VACANT

CITY OF SAN FERNANDO

PARKS, WELLNESS, AND RECREATION COMMISSION REGULAR MEETING AGENDA SUMMARY THURSDAY, APRIL 11, 2024 – 6:30 PM

CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

PUBLIC PARTICIPATION OPTIONS

Please visit the City's YouTube channel to live stream and watch previously recorded Parks, Wellness, and Recreation Commission meetings, which is also available with Spanish subtitles at: <https://www.youtube.com/c/CityOfSanFernando>

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 in-person translation services, or other services please call the Recreation and Community Services Department at (818) 898-7349 or email at LMoreno@sfcity.org at least 2 business days prior to the meeting.

SUBMIT PUBLIC COMMENT IN PERSON:

Members of the public may provide comments in person in the City Council Chambers during the Public Comments section of the Agenda by submitting a comment card to the Board Secretary.

SUBMIT PUBLIC COMMENT VIA EMAIL:

Members of the public may submit comments by email to LMoreno@sfcity.org no later than **12:00 p.m. the day of the meeting**, to ensure distribution to the Parks, Wellness, and Recreation Commission prior to consideration of the agenda. Comments received via email will be distributed to the Parks, Wellness, and Recreation Commission and made part of the official public record of the meeting.

CALL-IN TO PROVIDE PUBLIC COMMENT LIVE AT THE MEETING:

Members of the Public may **call-in between 6:30 p.m. and 6:45 p.m.** Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Chair.

Call-in Telephone Number: (669) 900-6833
Meeting ID: 986 1620 1615
Passcode: 988843

When connecting to the Zoom meeting to speak, you will be placed in a virtual "waiting area," with your audio disabled, until it is your turn to speak and limited to three minutes.

PARKS, WELLNESS, AND RECREATION COMMISSION

Regular Meeting Notice and Agenda – April 11, 2024

Page 2 of 5

CALL TO ORDER

ROLL CALL

TELECONFERENCE REQUESTS/DISCLOSURE

Recommend consideration of requests received for remote teleconference meeting participation made by members of the City’s legislative bodies, as permitted under the provisions of Assembly Bill (AB) 2449, Government Code Section 54953, and the City of San Fernando adopted Resolution No. 8215, effective March 1, 2023.

PLEDGE OF ALLEGIANCE

Led by Chair

APPROVAL OF AGENDA

Recommend that the Parks, Wellness, and Recreation Commission approve the agenda as presented.

DECORUM AND ORDER

City Commissioners are appointed by City Council and must be free to discuss issues confronting the city in an orderly environment. Members of the public attending City Commission meetings shall observe the same 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 a City Commission or while attending a City Commission 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 Commission.

PUBLIC STATEMENTS – WRITTEN/ORAL

Members of the public may **provide comments in person in the City Council Chambers** during the Public Comments section of the Agenda by submitting a comment card to the Board Secretary.

Members of the public may submit comments by email to LMoreno@sfcity.org no later than **12:00 p.m. the day of the meeting**, to ensure distribution to the Parks, Wellness, and Recreation Commission and made part of the official public record of the meeting.

Members of the public may provide a **live public comment by calling in between 6:30 p.m. and 6:45 p.m. CALL- IN INFORMATION: Telephone Number: Telephone Number: (669) 900-6833, Meeting ID: 986 1620 1615; Passcode: 988843**

PARKS, WELLNESS, AND RECREATION COMMISSION

Regular Meeting Notice and Agenda – April 11, 2024

Page 3 of 5

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 Parks, Wellness, and Recreation Commission wishes to discuss any item, it should first be removed from the Consent Calendar.

1) CONSIDERATION TO APPROVE PARKS, WELLNESS, AND RECREATION COMMISSION MEETING MINUTES FOR:

- a. March 14, 2024

ADMINISTRATIVE REPORTS

2) PRESENTATION OF FISCAL YEAR 2024-2025 BUDGET CALENDAR

Recommend that the Parks, Wellness, and Recreation Commission receive and file this informational report.

3) SAN FERNANDO POLICE DEPARTMENT UPDATE ON PARK ACTIVITY

Recommend that the Parks, Wellness, and Recreation Commission receive and file this informational report by SFPD, updating on activity and crime in the parks.

4) UPDATE ON THE SAN FERNANDO PARK OPPORTUNITY PLAN (SF POP)

Recommend that the Parks, Wellness, and Recreation Commission receive and file an update and presentation on the SF POP

5) DISCUSSION REGARDING NAMING OF THE PIONEER PARK HOUSE

Recommend that the Parks, Wellness, and Recreation Commission consider and provide feedback on naming the Pioneer Park house the “San Fernando Family Center at Puig’s House”.

6) UPDATE ON THE LAS PALMAS PARK REVITALIZATION PROJECT

PARKS, WELLNESS, AND RECREATION COMMISSION

Regular Meeting Notice and Agenda – April 11, 2024

Page 4 of 5

Recommend that the Parks, Wellness, and Recreation Commission receive and file a report on the Las Palmas Park Revitalization project.

7) CESAR E. CHAVEZ MEMORIAL

Recommend that the Parks, Wellness, and Recreation Commission:

- a. Discuss Ad Hoc Committee Updates;
- b. Continue to meet with Pueblo Y Salud until a renovation plan for the Memorial Plaza can be developed; and
- c. Provide staff direction as appropriate.

8) DEPARTMENT PROGRAMS AND SERVICES UPDATE

Recommend that the Parks, Wellness, and Recreation Commission:

- a. Receive and file a report updating the programs, services activities, and business conducted by the Recreation and Community Services Department; and
- b. Provide staff direction as appropriate.

STAFF COMMUNICATION

COMMISSIONER UPDATES/REQUESTS TO AGENDIZE ITEM FOR DISCUSSION AT A FUTURE MEETING

Commissioner(s) may request to agendize an item for discussion at a future meeting, subject to approval by the Commission. Requests should align with the commission's scope of responsibility, adhere to City Council policies, and consider the availability of staff resources and budget constraints.

ADJOURNMENT The meeting will adjourn to its next regular meeting.

PARKS, WELLNESS, AND RECREATION COMMISSION

Regular Meeting Notice and Agenda – April 11, 2024

Page 5 of 5

AFFIDAVIT OF POSTING

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.

Dated: _____ at: _____

Signed By: _____

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site (www.sfcity.org). These are also available for public reviewing prior to a meeting at the Recreation and Community Services Department Public Counter. Any public writings distributed by the Parks, Wellness, and Recreation Commission to at least a majority of the Commissioners regarding any item on this regular meeting agenda will also be made available at the Recreation and Community Services Department Public Counter located at 208 Park Avenue, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's Web Site 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 Recreation and Community Services Department Office at (818) 898-7349 or LMoreno@sfcity.org at least 48 hours prior to the meeting.



CITY OF SAN FERNANDO
PARKS, WELLNESS AND RECREATION COMMISSION

REGULAR MEETING MINUTES
MARCH 14, 2024
ZOOM MEETING STREAMED ON YOUTUBE

THE FOLLOWING MINUTES ARE A SUMMARY OF ACTIONS TAKEN BY THE PARKS, WELLNESS AND RECREATION COMMISSION. VIDEO AND AUDIO OF THE ACTUAL MEETING ARE AVAILABLE FOR LISTENING AT: <https://www.youtube.com/c/CityOfSanFernando>

CALL TO ORDER/ROLL CALL

Commissioner Robert Gonzales called the meeting to order at 6:35 p.m. Administrative Assistant, Linda Bowden-Moreno, called the roll call.

The following persons were recorded as present:

PRESENT:

Commissioners Robert Gonzales, Patty Lopez, and Natasha Sanchez-Brooks

ABSENT:

Commissioner Erica Friend

ALSO PRESENT:

Recreation and Community Services Director Julio Salcedo, Recreation and Community Services Supervisor Maribel Perez, Administrative Assistant Linda Bowden-Moreno, and Office Clerk Soledad Chavez.

PLEDGE OF ALLEGIANCE

Chair R. Gonzales led the Pledge of Allegiance.

APPROVAL OF AGENDA

Commissioner Lopez motioned to approve the agenda for the March 14, 2024 Parks, Wellness and Recreation Commission Regular Meeting. Commissioner Sanchez-Brooks seconded the motion. The motion passed unanimously with the following roll call vote:

PARKS, WELLNESS AND RECREATION COMMISSION

Regular Meeting Minutes – March 14, 2024

Page 2 of 6

AYES: R. Gonzales, P. Lopez, N. Sanchez-Brooks

NOES:

ABSENT: E. Friend

ABSTAIN:

PRESENTATIONS

Staff introduced new Recreation and Community Services Director Julio Salcedo

PUBLIC STATEMENTS – WRITTEN/ORAL

Mario Oporto, director of *La Prensa de Los Angeles*, extended an invitation to an event honoring the Salvadorian community on April 19, 2024.

CULTURAL ARTS LIAISONS REPORT

None

CONSENT CALENDAR

Vice Chair Patty Lopez motioned to approve the Consent Calendar approving the Minutes of the February 8, 2024 Parks, Wellness and Recreation Commission Meeting. Commissioner Erica Friend seconded the motion. The motion passed unanimously with the following roll call vote:

AYES: R. Gonzales, P. Lopez, E. Friend

NOES:

ABSENT: N. Sanchez-Brooks

ABSTAIN:

ADMINISTRATIVE REPORTS

1. CESAR E. CHAVEZ MEMORIAL

PARKS, WELLNESS AND RECREATION COMMISSION

Regular Meeting Minutes – March 14, 2024

Page 3 of 6

Chair Gonzales reported that he and Vice Chair Lopez have discussed planning an Ad Hoc Committee meeting to discuss the MOU with Pueblo Y Salud and to clarify the City's role. J. Salcedo will make contact with the Ad Hoc Committee members to get their availability and schedule a meeting.

Chair Gonzales reported that the Cesar Chavez March is scheduled for this weekend.

Vice Chair Lopez inquired as to when the meeting with Pueblo Y Salud is expected to occur.

2. UPDATE ON BEAUTIFICATION AD HOC AND DISCUSSION ON PARK CLEAN-UP RECOMMENDATIONS

M. Perez provided some background information on the history of the Beautification Ad Hoc Committee developed in June 2021, in an effort to preserve beautiful homes and neighborhoods in San Fernando. Some of the projects completed by the Ad Hoc include The Mission City Bike Path, the Cindy Montanez Natural Park clean-up, and a clean-up of the Cindy Montanez Park in preparation for the rededication ceremony. An additional clean up at the Cindy Montanez Park is scheduled for April 6, 2024. Staff opened up the item for recommendations.

Vice Chair Lopez recommended the Cesar Chavez Memorial and Rudy Ortega Park. Perhaps a partnership with a nonprofit could be considered.

Commissioner Sanchez-Brooks recommended Rudy Ortega Park for a clean-up project.

Chair Gonzales recommended coming up with a schedule to plan out clean up events strategically to capitalize around existing City events. Perhaps partner with Pueblo Y Salud to schedule a yearly clean up of the Cesar Chavez Memorial prior to the annual march, the Cindy Montanez Natural Park around her birthday, or consider Las Palmas Park and Recreation Park prior to baseball season.

After discussion, the Commission reached consensus in prioritizing the Cesar Chavez Memorial and Rudy Ortega Park, and to plan to create a schedule around high traffic events. Staff will share these recommendations with the Ad Hoc Committee.

PARKS, WELLNESS AND RECREATION COMMISSION

Regular Meeting Minutes – March 14, 2024

Page 4 of 6

3. UPDATE ON NEW PARK SIGNAGE

M. Perez shared a presentation discussing this item originally added by Vice Chair Lopez in March of 2023. The Commission was provided with a report of current signs at the parks. Direction at the time was to put this item on hold pending funding and the new City app. that was in the works. The app has now been launched. The previous direction was to include City branding, include QR code and provide phrasing in English and Spanish.

The Commission reviewed and discussed the various sign options. The Commission liked the blue and white sign sample would be consistent with the City branding and easy to read. It was also recommended to have separate signs in English and Spanish.

The overall consensus was to select a larger sign, both languages, eliminate 911, leave email and QR code, and use the following verbiage: “to report vandalism or damage scan to download or email”.

4. SAN FERNANDO POLICE DEPARTMENT UPDATE ON PARK ACTIVITY

In the previous PWR Commission meeting, a request was made for SFPD attend meetings on a quarterly basis to provide updates on crime stats and police activity at the parks. M. Perez shared a sample of the quarterly reports Lt. Dominquez will be presenting beginning in April. Information will include moving and parking citations, traffic collisions, CRM information, and any police activity including a map illustrating the location.

Commissioners were pleased with the format of the report. Chair Gonzales noted that all parks on the map are illustrated in black with the exception of Cindy Montanez Natural Park. He requested for all parks to be illustrated in black for easy viewing.

5. DEPARTMENT PROGRAMS AND SERVICES UPDATE

Staff provided a report to receive and file providing updates on the programs, activities and events. All information on programming is available on the City website.

PARKS, WELLNESS AND RECREATION COMMISSION

Regular Meeting Minutes – March 14, 2024

Page 5 of 6

STAFF COMMUNICATION

Staff reported on this year's nominee for Older Americans Month which is observed in May. The nominee is Marysue Luke, a retired physical education instructor and longtime Las Palmas Park participant. Marysue participates in a number of fitness classes, bingo, and other social activities offered at Las Palmas Park. She will be recognized at a ceremony at the Dorothy Chandler Pavillion on May 16, 2024.

The Senior Fest will be held at Las Palmas Park on May 17, 2024. Seniors are invited to enjoy live music, information from approximately 30 vendors, continental breakfast, a healthy lunch, raffles and much more.

Unidos en el Cuido is a program offering classes to those with family members suffering from dementia or Alzheimer's disease. Workshops are scheduled on April 11, 18 and the 25 at Las Palmas Park. Register in person or call Las Palmas Park.

Youth Basketball registrations will open up in April. Basketball Clinics for ages 7-17 will be offered in April.

J. Salcedo reported that the City is partnering with KDI to conduct an assessment to identify land and empty lots in the City that may be used for green space or future park sites. This is part of the land and open space inventory discussed by this Commission last year. A community focus group has already been held and more are planned in the near future. This Commission will play an important role in providing input and feedback. KDI will be invited to the next meeting to provide more details.

COMMISSIONER UPDATES/REQUESTS TO AGENDIZE ITEM FOR DISCUSSION AT A FUTURE MEETING

Commissioner Sanchez-Brooks is glad to see the City is moving forward in identifying land and open space to possibly accommodate community gardens for all members of the community and perhaps a dog park given the number of pet owners in the City.

Vice Chair Lopez addressed both Spanish and English speaking community members. She welcomed Julio Salcedo to the City and said she is glad to see he is bilingual which is very important in this community. She commented that the City of San Fernando is a small paradise,

PARKS, WELLNESS AND RECREATION COMMISSION

Regular Meeting Minutes – March 14, 2024

Page 6 of 6

and a unique and peaceful community. The City leadership has heard the community’s needs and concerns and brings programming and activities as needed. Lastly, she requested to adjourn the meeting in honor of City resident Teresa Cruz, for her many years of community service.

Chair Gonzales thanked staff for a successful Mission City Baseball opening day. The Police Department and Recreation staff did a great job. It was well attended and an overall success. Regarding the new signage discussion, he would like to include graffiti coding for all new signage in the parks.

Chair Gonzales recommended to add an item regarding an update and discussion on the Las Palmas Park design. Some complaints have been received regarding the top portion of the brick wall fencing displaying the mural.

Chair Gonzales motioned to add an agenda item for an update and discussion on the Las Palmas Park design. Vice Chair Lopez seconded the motion. The motion passed unanimously with the following roll call vote:

AYES: R. Gonzales, P. Lopez, and N. Sanchez-Brooks

NOES:

ABSENT: E. Friend

ABSTAIN:

ADJOURNMENT

Chair Gonzales adjourned the Parks, Wellness and Recreation Commission meeting in honor of Teresa Cruz at 7:47 p.m.



MEMORANDUM

To: Chair Robert Gonzales and Commissioners

From: Erica D. Melton, Director of Finance/City Treasurer

Date: 4/11/24

Subject: Presentation of Fiscal Year 2024-2025 Budget Calendar

RECOMMENDATION

Director of Finance/City Treasurer Erica Melton placed this item on the agenda for Parks, Wellness and Recreation (PWR) Commission discussion regarding presentation of Fiscal Year 2024-2025 Budget Calendar.

BACKGROUND/ANALYSIS

On March 26, 2024, it was requested to agendize this item for the April 11, 2024 PWR Commission Meeting.

BUDGET IMPACT

There is no impact to the budget by discussing this item.

To: Chair Robert Gonzales, and Commissioners

From: Julio Salcedo, Director of Recreation and Community Services
By: Maribel Perez, Recreation & Community Services Supervisor
Walter Dominguez, SFPD Lieutenant
Sylvia Ortega, Police Records Administrator

Date: April 11, 2024

Subject: San Fernando Police Department Update on Park Activity

RECOMMENDATION:

It is recommended that the Parks, Wellness and Recreation Commission:

- a. Receive and file an update from SFPD on activity and crime in the Parks; and
- b. Provide staff direction as appropriate.

BACKGROUND:

1. On February 8, 2024 the Parks, Wellness and Recreation Commission requested to receive quarterly updates from SFPD reporting on activity and crime in the Parks.

ANALYSIS:

The recreational value of parks is integral to the well-being of the community and its residents, offering spaces for leisure, exercise, and social interaction. However, amid the serene environment of these public areas, parks also become focal points for various activities, both constructive and detrimental. As guardians of public safety, the City of San Fernando Police Department has diligently monitored and analyzed the trends in park activity and crime to ensure the continued enjoyment and safety of all park-goers.

The quarterly report aims to provide an overview of the recent activity and crime trends observed within the parks under the department's jurisdiction, which are the following:

- Recreation Park, 208 Park Ave.
- Layne Park, 120 N. Huntington St.

San Fernando Police Department Update on Park Activity

Page 2 of 2

- Las Palmas Park, 505 S. Huntington St.
- Pioneer Park, 828 Harding Ave.
- Rudy Ortega Senior Park, 2025 Fourth St.
- Cindy Montañez Natural Park, 801 Eight St.

The quarterly report will include a San Fernando City Parks Crime Trends table (Attachment A) illustrating information regarding police reports, moving citations, parking citations, traffic collisions and Community Resource Management (CRM's) that occurred in and around the parks. The report will also provide a map view of the City with color-coded citations (Attachment B) to provide an overview of the information reported on the table.

In addition to providing the data, a representative from the Police Department will attend the PWRC meetings on a quarterly basis to present the report and answer any questions from the commission.

Schedule of Quarterly Reports

Commission Meeting	SFPD Update Quarterly Report
January	October - December
April	January - March
July	April – June
October	July - Sept

BUDGET IMPACT:

There is no budget impact to receive and file the San Fernando Police Department Update on Park Activity.

CONCLUSION:

It is recommended that the Parks, Wellness and Recreation Commission receive and file the update report and provide staff with direction as appropriate.



MEMORANDUM

To: Chair Robert Gonzales and Commissioners

From: Julio Salcedo, Director of Recreation and Community Services

Date: 4/11/24

Subject: San Fernando Park Opportunity Plan

RECOMMENDATION

Director of Recreation and Community Services Julio Salcedo placed this item on the agenda for Parks, Wellness and Recreation (PWR) Commission to receive and file an update and presentation (by KDI) on the San Fernando Park Opportunity Plan.

BACKGROUND/ANALYSIS

On March 27, 2024, it was requested to agendaize this item for the April 11, 2024 PWR Commission Meeting.

BUDGET IMPACT

There is no impact to the budget by discussing this item.

To: Chair Robert Gonzales, and Commissioner

From: Julio Salcedo, Director of Recreation and Community Services

Date: April 11, 2024

Subject: Discussion Regarding Naming of the Pioneer Park House

RECOMMENDATION:

It is recommended that the Commission:

- a. Consider and provide feedback on naming the Pioneer Park house the *“San Fernando Family Center at Puig’s House”*.

BACKGROUND:

1. Since 1948, the City has provided youth organizations access to local public parks and fields so that children may benefit from recreational sports activities, which included informal partnerships with various youth baseball leagues for use of recreational and athletic facilities to host youth baseball operations.
2. On April 16, 2018, the City Council authorized the City Manager to enter into a partnership with the Wild Horse Foundation (Foundation) to establish a collaboration that would focus on youth health, wellness, nutrition and sports at Pioneer Park.
3. On April 02, 2024, the City Council provided direction to staff to take the naming of the Pioneer Park house item to the Parks, Wellness, and Recreation Commission for input and feedback.

ANALYSIS:

The Foundation and the City intend to enter this Lease in order for the tenant to perform tenant improvements at their cost and open the premises as a youth and family oriented community center providing health and wellness programming. During early discussions, the City and the Foundation have given the proposed youth/family oriented community center the unofficial moniker, “Puig’s House.” The organization presented at the April 2nd San Fernando

City Council meeting and among other stipulations asked that the name be changed to “San Fernando Family Center at Puig’s House”.

BUDGET IMPACT:

There is no budget impact to provide input and feedback on naming the Pioneer Park house the “*San Fernando Family Center at Puig’s House*”.

CONCLUSION:

It is recommend that the Parks, Wellness, and Recreation Commission consider and provide feedback on naming the Pioneer Park house the “*San Fernando Family Center at Puig’s House*”.

ATTACHMENT:

A. MOU Agreement

Contract No. 1911

FACILITY LEASE

(Structure Located at 828 Harding Avenue, San Fernando, California)

THIS FACILITY LEASE is made as of the 20th day of June, 2019, by and between **CITY OF SAN FERNANDO, a municipal corporation** (hereinafter called "**Lessor**"), and **THE WILD HORSE FOUNDATION, INC.**, a Florida not for profit corporation (hereinafter called "**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 828 Harding Avenue, San Fernando, California, Assessor Parcel Number 2516-030-907 (the "Property"); and

WHEREAS, the Property is part of that certain City-owned land commonly referred to as "Pioneer Park" and which is generally depicted in the legal description attached hereto as **Exhibit "A"**; and

WHEREAS, the Property improved with a building covering approximately 912 square feet in area commonly referred to as the Pioneer Park Field House and hereinafter referred to as the "Building";

WHEREAS, Lessor wishes to lease the Building to Lessee, which lease contemplates various tenant improvements and authorization for Lessee to use the premises for certain recreational programming; 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") it is nevertheless statutorily exempt under CEQA pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines; and

WHEREAS, this Lease was approved by the San Fernando City Council at its Regular meeting of April 15, 2019 under Agenda Item No. 6; and

WHEREAS, upon execution of this Lease by all of the Parties, the City shall have a Memorandum of 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:

ARTICLESARTICLE ONELEASE, 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 of ten (10) years (“Initial Term”) commencing on the date the Lease has been fully executed by all of the Parties (the “Lease Commencement Date”) and ending on the tenth anniversary of the Lease Commencement Date (“Lease Expiration Date”), unless extended or sooner terminated as provided under this Lease.

1.3 Extension Options. The Parties may extend the Initial Term by mutual written agreement for a maximum of two (2), five-year extension terms, each such five year extension term hereinafter referred to as an “Extension Term”. 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 Five Hundred Dollars (\$500.00) per month (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 Base Rent. Commencing upon the Lease Commencement Date during the Initial Term of this Lease, Lessee shall pay to Lessor a base rent of One Dollar (\$1.00) per year (“Base Rent”) during the Term of this Lease.

2.2 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.

2.3 Security Deposit.

Lessor hereby waives the requirement for a security deposit.

ARTICLE THREE USE OF PREMISES

3.1 Authorized Use. The Premises is leased to Lessee solely for the conduct of community based youth, youth sports and public health programing as more specifically described in the document entitled “Authorized Uses” which is attached and incorporated hereto as **Exhibit “B”**. Lessee shall not use the Premises for any other use(s) without first obtaining the written consent of Lessor, which consent may be granted, conditionally granted or withheld by Lessor in Lessor’s sole and absolute discretion. The foregoing notwithstanding, the Parties also acknowledge, understand and agree, that Lessor may use the Premises for its own programing and activities when the Premises is not in use by Lessee.

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.

3.3 Lessor's Access to Premises. The Parties acknowledge, understand and agree that Lessor and Lessor's duly authorized officials, employees and contractors, shall at all times, and without notice to Lessor, have an absolute right to enter the Premises, including the Building, to inspect the Premise and to verify compliance with the terms of this Lease and other applicable laws. Lessor also reserves the right to make changes and additions to the Premises, including the Building, and to do work in the Premises as permitted by this Lease. Lessor shall be maintain keys to the Building and other parts of the Premises. Lessee shall not change any locks to the Premises or install any security systems for the Premises without Lessor's prior written approval and without first providing Lessor with copies of all keys and codes to all security systems. Lessor retains exclusive use of the existing detached garage (currently in use by the Lessor), and shared access with the Lessee of the existing driveway as path of access to the garage. Lessor also reserves the right to use the Premises for its own programs and activities when the Premises is not in use by Lessee.

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. Lessor shall pay 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 IMPROVEMENTS AND ALTERATIONS

5.1 Lessor's Approval Rights. Except as otherwise provided under this Article, 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 (collectively, "Improvements and Alterations") without Lessor's prior written consent, which consent may be granted, conditionally granted or withheld by Lessor in Lessor's sole and absolute discretion. All Improvements and Alterations shall be effected through the use of contractors approved by Lessor in Lessor's sole and absolute discretion. Lessor, in its sole and absolute discretion, may require that Lessee's contractor(s) furnish to Lessor upon demand such performance bonds and labor and material bonds as Lessor may require so as to assure completion of the Improvements and Alterations on a lien-free basis in amounts reasonably established by Lessor in Lessor's discretion. Lessee shall keep the Premises free and clear of any and all mechanic's liens, stop notices or other like encumbrances and shall secure the release of the same at Lessee's sole cost and expense immediately upon Lessor's issuance of written notice demanding the release of any and all such encumbrances, but in no event later than three (3) calendar days from the date Lessor issuance such written notice.

5.2 City Approval of Improvements and Alterations and Construction Documents; Permits.

a. As a precondition to Lessor's consideration and approval of any Improvements and Alterations proposed by Lessee and as a precondition to the commencement of any construction or installation work by Lessee or Lessee's contractors, subcontractors employees, agents or volunteers, Lessee shall submit all completed plans and specifications; blueprints; "As Built" drawings, designs and elevations; all Hazardous Materials and Hazardous Substance abatement plans (including but not limited plans for the safe and legally compliant removal of asbestos and lead-based paint); all contemplated completion schedules (including all critical path schedules); and documentation establishing the education, qualifications and experience of all of Lessor's proposed contractors, subcontractors, project managers and consultants to perform the work, services and tasks contemplated as part of Lessee's proposed Improvements and

Alterations, including but not limited to proof that all of the foregoing hold the requisite licenses and certifications required to perform those services and tasks assigned to them as part of the Alteration effort. The term "Construction Documents" shall be a collective reference to all of the documents described in the preceding sentence. Lessor reserves the right to request such other information as may reasonably be required by Lessor to adequately understand and conceptualize Lessee's proposed Improvements and Alterations and the manner and process by which such Improvements and Alterations will be constructed. Lessor, in its sole and absolute discretion, may approve, conditionally approve, modify or reject, any or all Improvements and Alterations proposed by Lessee; any and all Construction Documents submitted by Lessee; and any contractors, subcontractors, project managers or consultants proposed by Lessee.

b. Within twenty (20) calendar days of Lessor's receipt of Lessee's Construction Documents, Lessor shall notify Lessee in writing as to whether or not the Construction Documents are sufficiently complete and detailed for Lessor to make an informed decision as to whether or not Lessor shall approve, conditionally approve, modify, or reject the proposed Improvements and Alterations and Construction Documents. Within twenty (20) calendar days from the date Lessor issues written notice to Lessee that the Construction Documents are sufficiently complete and detailed for Lessor to make an informed decision as to the proposed Improvements and Alterations, and Construction Documents, Lessor shall issue written notice to Lessee indicating whether or not Lessor will approve, conditionally approval, modify or reject any or all of the proposed Improvements and Alterations or Construction Documents submitted by Lessee or any contractors, subcontractors, project managers or consultants proposed by Lessee. The failure of Lessor to timely deliver such notice shall constitute a rejection of all Improvements and Alterations, Construction Documents, contractors, subcontractors, project managers and consultants by Lessee.

c. Lessee, at Lessee's sole cost and expense, shall obtain, and pay all fees for all permits required by the Lessor or other legal jurisdictions, that are required to undertake any of the Improvements and Alterations proposed by Lessee.

d. Within thirty (30) calendar days from the Lease Commencement Date, Lessee shall provide Lessor with documentation in a form reasonably satisfactory to Lessor which demonstrates that Lessee possesses sufficient funding to complete all improvements contemplated under this Lease, including, but not limited to, funding necessary to pay any and all licenses or permits that may be required incident to construction and the payment of all contractors and subcontractors performing on Lessee's behalf under this Lease (hereinafter, the "Proof of Funds Documentation"). Lessor reserves the right to request such additional corroborating evidence as Lessor deems reasonably necessary to make a determination. Notwithstanding anything in this Lease to the contrary, Lessee may not commence the construction or installation of any improvements to the Premises until Lessor has provided Lessor with a written acknowledgement that it has received the Proof of Funds Documentation and has found that Lessee possess sufficient to complete the all improvements contemplated under this Lease. Lessor reserves the right to unilaterally terminate this Lease without penalty if Lessee fails to timely provide Lessor with the Proof of Funds Documentation or if Lessor, in its sole judgment finds that Lessee does not possess sufficient funding to complete the various improvements contemplated under this Lease.

e. Any and all Improvements and Alterations proposed and constructed by Lessee shall comply with all applicable provisions of the San Fernando Municipal Code, including all zoning and building and safety requirements and restrictions as well as all accessibility requirements under the Americans with Disabilities Act. All construction, installation, testing and demolition work performed by Lessor or Lessor's contractors, subcontractors, project managers or consultants shall comply with all applicable State and federal laws, including laws relating to the safe containment, removal, transport and disposal of construction debris, Hazardous Materials and Hazardous Substances, including but not limited to asbestos and lead-based paint.

f. As of the Lease Commencement Date, Lessee proposes to construct and install those specific Improvements and Alterations to the Premises listed under **Exhibit "C"** of this Lease (hereinafter, the "Initial Improvements"). As of the Lease Commencement Date, Lessee has not yet submitted the Construction Documents for the Initial Improvements. Notwithstanding anything in this Lease to the contrary, Lessor may unilaterally terminate this Lease without penalty or further obligation immediately upon the issue of written notice to Lessee specifying the effective date of such termination in the event Lessee shall have failed to submit complete and adequate Construction Documents in the manner prescribed under paragraphs (a) and (b) of this Section to Lessor within one (1) year of the Lease Commencement Date.

5.3 Title to Improvements and Alterations. Title to all Improvements and Alterations 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 Lessee's 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 Improvements and Alterations made to the Premises or any portion thereof (“Improvement Work”) 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 labor laws and 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, “Labor and 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 Labor and 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, Labor and 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, penalties, 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, “Labor and Prevailing Wage Claims”) arising out of or in any way connected with Lessee’s obligation to comply with all Labor and Prevailing Wage Laws with respect to any Improvement Work as provided above, including all Labor and Prevailing Wage Claims that may be made by contractors, subcontractors, State or federal governmental regulators or other third party claimants pursuant to California Labor Code Section 1726 or any other applicable Labor and Prevailing Wage Laws.

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, in a neat and clean condition 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 solely 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 Improvements and 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, including Lessor's police power rights under the general laws of the State of California and the California Constitution.

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 whatsoever 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 without Consent. Lessee shall not assign, 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, conditionally 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.

9.2 Changes in Lessee. The merger of Lessee with any other entity or the transfer of any controlling ownership interest in Lessee, or the assignment or transfer of a substantial portion of the assets of Lessee, whether or not located on the Premises, shall constitute a Transfer. Without limiting the generality of the foregoing, if Lessee is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law of the partner or partners owning twenty-five percent (25%) or more of the partnership, or the dissolution of the partnership, or the sale or transfer of at least twenty-five percent (25%) of the value of the assets of Lessee, shall be deemed a Transfer. If Lessee is a corporation or limited liability company, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock or membership interests of Lessee, or the sale or transfer of at least twenty-five percent (25%) of the value of the assets of Lessee, shall be deemed a Transfer. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing at least twenty-five percent (25%) of the total combined voting power of all classes of Lessee's capital stock or interests issued, outstanding and entitled to vote for the election of directors. Without limiting the restrictions on asset transfers, this paragraph shall not apply to stock or limited liability company interest transfers of corporations or limited liability companies the stock or interests of which is traded through an exchange or over the counter.

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. In not event shall Lessee sublet the Premises or any part thereof.

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. 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 any possessory interest taxes or utility charges; or

(b) Lessee shall fail to commence all demolition, construction and installation activities for the Initial Improvements within six (6) months of Lessor's written approval or written conditional approval of the Initial Improvements, the corresponding Construction Documents and all contractors, subcontractors, project managers or consultants;

(c) Lessee shall fail to commence any programs contemplated under Exhibit "C" of the Lease or suspends or otherwise ceases to provide such programming for a period in excess of sixty (60) consecutive calendar days or for more than two hundred (200) calendar days total within any single calendar year;

(d) Lessee shall fail to permit Lessor and Lessor's duly authorized officials, employees or contractors with access to the Premises or the Building and such failure to permit access persists for a period in excess of forty-eight (48) hours from time Lessor requests access in writing;

(e) 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

(f) 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

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

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

(i) 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

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

(k) 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 ten (10) days written demand; or

(l) 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

(m) 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 Improvements and 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. 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 the operations authorized under this Lease. 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:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Timothy Hou, Director of
Community Development
Phone: (818) 898-7316

To Lessee:

The Wild Horse Foundation, Inc.
9350 Dixie Hwy Suite, 1440
Miami, FL 33156
Attn: Lisette Carnet, Executive Director
Phone: (213) 272-0913

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 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. 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 [Reserved – No Text]

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 and confirming that Lessor's undersigned is duly authorized to execute this Lease and bind Lessor to the terms and conditions set forth herein.

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 Support for Grants. Lessee shall support Lessor's efforts to pursue grant funding opportunities to support Pioneer Park, including but not limited to, submitting letters of support for grant applications.

13.27 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.

13.28 Memorandum of Lease. A Memorandum of Lease, in a form and content similar to that contained in **Exhibit "D"** 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:

LESSEE:

City of San Fernando, a municipal corporation

The Wild Horse Foundation, Inc., a Florida not for profit corporation

By: *Timothy Hoy*
ON BEHALF OF

By: *Lisette Carnet*

Nick Kimball

Print Name *Lisette Carnet*

Title: City Manager

Title: *Executive Director*

Date: *6/20/2019*

Date: *6/20/19*

ATTEST

By: *Elena G. Chavez*

Print Name: *Elena G. Chavez*

Title: *City Clerk*

Date: *6/20/19*

APPROVED AS TO FORM

By: *[Signature]*

Print Name: *Rubens Padilla*

Title: *Asst. City Mgr*

Date: *6-20-19*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On JUNE 20, 2019 before me, JULIE M. FERNANDEZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared LISETTE CARNET -----
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *[Handwritten Signature]*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: FACILITY LEASE
Document Date: JUNE 20, 2019 Number of Pages: 43
Signer(s) Other Than Named Above: TIMOTHY HOU

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On JUNE 20, 2019 before me, JULIE M. FERNANDEZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared TIMOTHY HOU
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Julie M. Fernandez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: FACILITY LEASE
Document Date: JUNE 20, 2019 Number of Pages: 4
Signer(s) Other Than Named Above: LISETTE CARNET

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit "A"

Legal Description of Leased Premises

LAND DES IN DOC NO 240, 74-10-15 THE MACLAY RANCHO LOT COM SW ON SE LINE OF HARDING AVE 344.21 FT FROM SW LINE OF LUCAS ST TH SW ON SD SE LINE 50 FT WITH A UNIFORM DEPTH OF 135.75 FT S.

Also known as a portion Assessor Identification Number 2516-030-907, with street address 828 Harding Avenue, San Fernando, CA 91340.

Note: Leased Premises excludes the existing detached garage (in use by Lessor), and provides Lessee with non-exclusive use of the existing driveway.

2516

30
SHEET 1

P. A.
2516 - 30

TRA
660

REVISED
2003011607002001-24
2003100102001001-B1

2007041610002001-B1
2007060402002001-B1

SEARCH NO

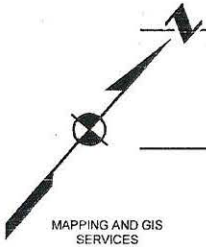
OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES
COPYRIGHT © 2002

2008

PG
4

HARDING

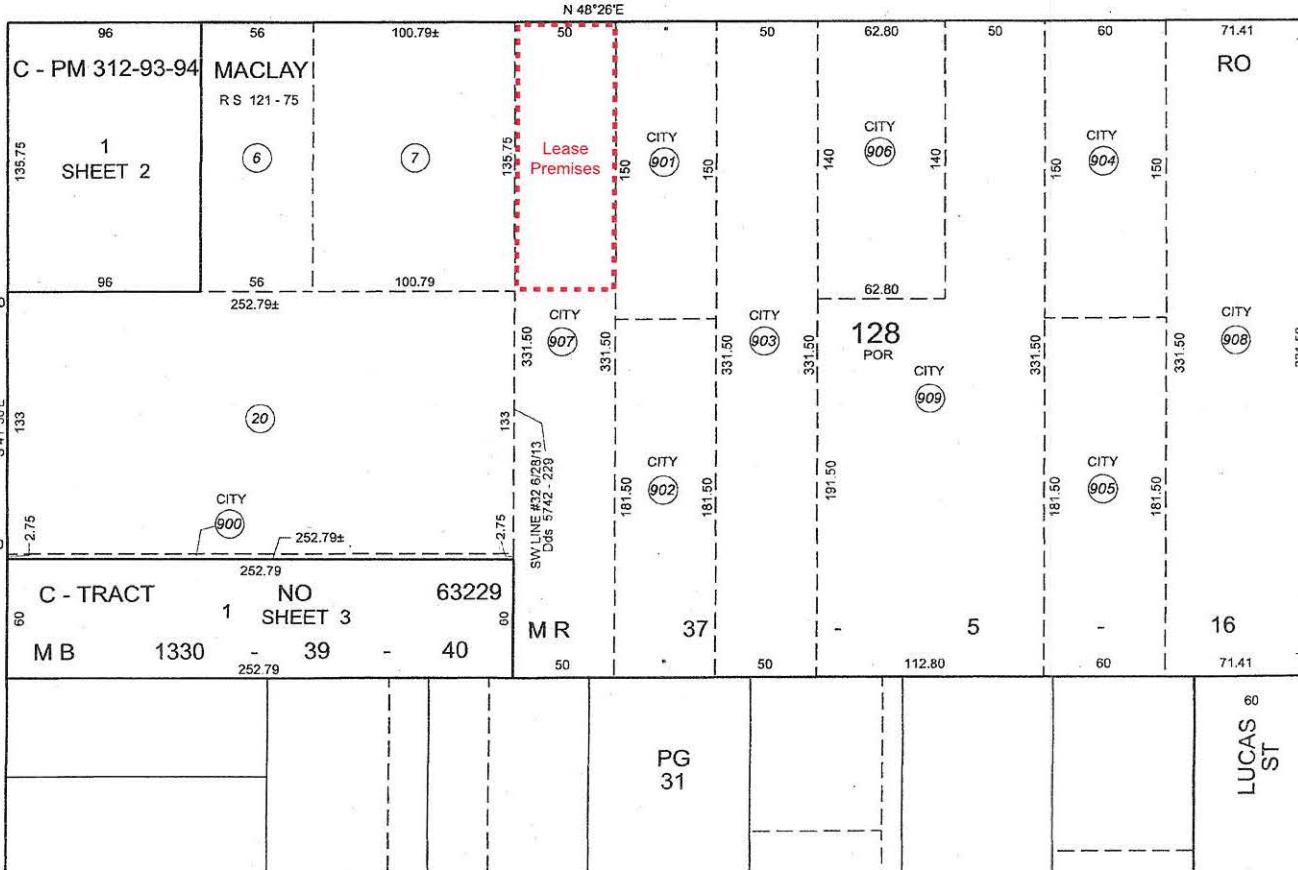
AVE



MAPPING AND GIS
SERVICES
SCALE 1" = 60'

BLVD

GLENOAKS



BK
2518

HARPS
ST

Exhibit "A-1"

ST

LUCAS

LUCAS
ST

PG
31

EXHIBIT "B"
AUTHORIZED USES

As referenced under Section 3.1 of the Lease document to which this Exhibit "B" is attached, this document shall set forth those activities and uses which Lessee may undertake on the Premises as the term "Premises" is defined under the Lease. Lessee's authorized uses are described as follows:

1. The Premises is leased to Lessee solely for the conduct of community based youth, youth sports and public health programming which is more specifically described as follows:
 - a. Community Service and Enrichment Programming. Lessee, in partnership with the Lessor will provide programs and services that advance the quality of life of individuals, families, and the San Fernando community at large. The aim of the collaboration is to engage the San Fernando community through lasting, positive and skill building programs design to provide knowledge and tools for personal growth and development.
 - b. The enrichment programs shall be conducted on the Premises. During the Term of the Lease or any extension term, the Building may be referred to as "Puig's House" in facility signage and for the promotion of services and activities undertaken on the Premises.
 - c. The activities and services provided by Lessee shall be undertaken with assistance of partnering Community Based Organizations (CBO's). All programs will be presented as workshops, as classes or as individual sessions, and operate between 2:00 P.M. and 9:00 P.M. on weekdays. However, dependent on a CBO's availability hours of service may be modified, subject to approval by City in City's sole and absolute discretion. The program categories that will be offered include, but will not be limited to, nutritional and health education, tutoring, mental and emotional aide, parenting skills and financial literacy.
 - d. All programming proposed by Lessee shall be subject to prior review and approval by City in City's sole and absolute discretion. City's review may, among other things, consider the programs compliance with applicable building and safety standards; compliance with applicable health and safety laws and standards; City's exposure to legal liability given the nature of the programming; the impact of such programming on the City's staffing obligations and budgeting limitations; and consistency with City's overall mission of safeguarding the health, safety and welfare of the general public. City reserves the right to impose conditions and other requirements and restrictions on any programming proposed by Lessee or any CBO as a condition to approving any such programming. City reserves the right to use the Premises for its own programming when the Premises is not in use by Lessee for Lessee's programming.

- e. Objectives and description of the programming the CBO's will provide to the community are highlighted below:
- Nutritional and Health Education – Sessions will build on child nutrition programs that increase access to healthy food, and promote overall child wellness. Participants will be taught nutritional meal guidelines, food preparation and promote healthy food alternatives. The end and combat the region's epidemic of obesity and childhood diabetes is the target goal of Health-related services. These programs will emphasize physical activity as a means to battle the ill effects of the diseases.
 - Tutoring - Afterschool programs give kids a chance to interact with peers in a different environment. The afterschool programs will focus on academics and provide extra help to kids who need it. The program will be built around fun activities such as dance, sports and drama. The programming will combine academics and extracurricular activities. Encourage interaction and opportunities to socialize.
 - Mental and Emotional Aid – Programs will focus on providing tools for children and parents alike. The focus will be placed on establishing a collaborative effort between child, school, family and counselor when dealing with issues affecting the child. Counseling session issues may include but not limited to Bullying, Self-Esteem, Economic issues, family violence, behavioral problems, unstable family environments, peer pressure, community violence and family drug/alcohol addiction.
 - Parenting Skills and Financial Literacy - Positive parenting skills will underline the workshops being offered and will focus on tools to change the mindset from punishing bad behaviors to actively and creatively modeling and teaching children about positive behaviors. The sessions dealing with Financial Literacy will focus on providing tools so that children and parents avoid money pitfalls. Sessions include but not limited to: the difference between wants and needs, how credit works, making money mistake, investing, and how to delay instant gratification.

[END OF EXHIBIT]

Exhibit "C"
Improvements and Alterations to the Premises

ERIC DEL VALLE
 33831 COPPER LANTERN # B
 DANA POINT, CA 92629

PROPOSAL

Home Improvement Maestro
Ericdelvalle4u@yahoo.com

8/1/18

TO: WILD HORSE FOUNDATION

FOR: PUIG'S HOUSE 1

DESCRIPTION	LABOR	MATERIAL ALLOWANCE	AMOUNT
Refinish existing hard wood floors	\$2400.00	\$575.00	2975.00
Kitchen tile approx. 96 sf	\$1356.00	575.00	1931.00
Bathroom floor tile approx. 75 sf	932.00	495.00	1427.00
Tile front door exterior landing 95 sf.	570.00	665.00	1235.00
Handicap ramp front door	1775.00	1300.00	3075.00
Handicap ramp front door	1775.00	1300.00	3075.00
Handicap wrought iron railings for ramps 70lf.			2450.00
Kitchen cabinets installed			6000.00
Kitchen counter tops			3000.00
Commercial kitchen hood			2500.00
Commercial stove 42 "	125.00	6000.00	6125.00
Dish washer	120.00	350.00	470.00
Pantry door	120.00	180.00	300.00
Plumbing .. waste line and pex			7500.00
Tankless hot water heater	800.00	1500.00	2300.00
Stackable washer and dryer	180.00	1200.00	1380.00
Bath cabinet with stone top, fixture and sink	475.00	800.00	1275.00
		TOTAL	47,018.00

ERIC DEL VALLE
33831 COPPER LANTERN # B
DANA POINT, CA 92629

PROPOSAL

Home Improvement Maestro
Ericdelvalle4u@yahoo.com

8/29/18

TO: THE WILD HORSE FOUNDATION

FOR: PUIGS HOUSE 2

DESCRIPTION	LABOR	MATERIAL ALLOWANCE	AMOUNT
Add 36 recessed lights as needed			5400.00
Add plugs as needed through out			800.00
Add 6 light fixtures			900.00
Drywall repair for electrical work			2700.00
Stucco repair			800.00
Misc. framing as needed	800.00	300.00	1100.00
New front door	240.00	600.00	840.00
New back door	240.00	600.00	840.00
Counselor room door	180.00	200.00	380.00
Closet doors 1 set	150.00	225.00	375.00
Toilet handicap	180.00	350.00	530.00
Toilet grab bars	120.00	350.00	470.00
Paint interior			5000.00
Paint exterior			7000.00
Windows 11 retrofit	2200.00	3700.00	5900.00
Security bars windows and doors			4100.00
		TOTAL	\$37,135.00

ERIC DEL VALLE
33831 COPPER LANTERN # B
DANA POINT, CA 92629

PROPOSAL

Home Improvement Maestro
Ericdelvalle4u@yahoo.com

8/29/18

TO: THE WILD HORSE FOUNDATION

FOR: PUIGS HOUSE 3

DESCRIPTION	LABOR	MATERIALS ALLOWANCE	AMOUNT
Mailbox			120.00
Intercom			1200.00
Central heating and air (HVAC)			15,000.00
Water filtration system			600.00
Security cameras	375.00	860.00	1235.00
Architect fees			3500.00
Permit fees			3500.00
Tent fumigate			2900.00
Smoke and carbon monoxide	375.00	250.00	625.00
Concrete driveway approx. 700 sf			
Demo and haul away			3200.00
Install new concrete			8400.00
Baseboards through out	875.00	700.00	1575.00
Outside storage room 19x16= 304 sf.			15,200.00
			57,055.00

Make all checks payable to Eric Del Valle.

THANK YOU FOR YOUR BUSINESS!

September 13, 2018

Schedule and rough timeline for "Puig's House" Project

All demolition will be performed first. The "Demo" will run about 2 weeks. For example windows and cement. 1 week.

The window and security bars should be one of the first, to secure the building. 1 week

Electrical and plumbing should follow. This should take about 2-3 weeks.

A variety of tasks will be performed simultaneously. For example all the exterior concrete work including driveway and handicap ramps (2 weeks).

The storage room will take 3-4 weeks.

Kitchen and bathroom will be done simultaneously about 2 weeks.

All the interior doors 1 week.

Drywall repair 1 week.

Stucco repair 1 week.

Finish carpentry 1 week.

The HVAC system can be done simultaneously as well 1-2 weeks.

Interior paint 1 week.

Exterior paint 1 week.

This project should take from start to finish approximately 4 to 6 months.

[End of Exhibit]

EXHIBIT "D"

**RECORDING REQUESTED BY
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

(Structure Located at 828 Harding Avenue, San Fernando, California)

This Memorandum of Lease ("Memorandum") is dated _____, 2019, and is made between the CITY OF SAN FERNANDO, a California municipal corporation ("Lessor" or "City") and THE WILD HORSE FOUNDATION, INC., a Florida not for profit corporation ("Lessee"), concerning the Premises described in Exhibit "A" attached hereto and by this reference made a part hereof.

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 828 Harding Avenue, San Fernando, California, Assessor Parcel Number 2516-030-907 (the "Property"); and

WHEREAS, the Property is part of that certain City-owned land commonly referred to as "Pioneer Park" and which is generally depicted in the legal description attached hereto as Exhibit "A"; and

WHEREAS, the Property improved with a building covering approximately 912 square feet in area (hereinafter, the "Building")(For purposes of this Memorandum, the capitalized term "Premises" shall refer to the Property, inclusive of the Building and all other existing or future improvements located on the Property); and

WHEREAS, Lessor wishes to lease the Premises to Lessee, which lease contemplates certain tenant improvements and authorization for Lessee to use the Premises for certain recreational programming; 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; and

WHEREAS, this Lease was approved by the San Fernando City Council at its Regular meeting of April 15, 2019 under Agenda Item No. 6.

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 described in the Lease for a term commencing on _____ 2019 and ending on _____2029 (the "Initial Term") for the consideration set forth in the Lease and upon certain 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. The Parties may extend the term of the Lease for a maximum of two (2) five-year extension terms by mutual written agreement.

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:

LESSEE:

City of San Fernando, a municipal corporation

The Wild Horse Foundation, Inc., a Florida not for profit corporation

By: _____

By: _____

Nick Kimball

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Date: _____

Exhibit "A"

Legal Description of Leased Premises

LAND DES IN DOC NO 240, 74-10-15 THE MACLAY RANCHO LOT COM SW ON SE LINE OF HARDING AVE 344.21 FT FROM SW LINE OF LUCAS ST TH SW ON SD SE LINE 50 FT WITH A UNIFORM DEPTH OF 135.75 FT S.

Also known as a portion Assessor Identification Number 2516-030-907, with street address 828 Harding Avenue, San Fernando, CA 91340.

Note: Leased Premises excludes the existing detached garage (in use by Lessor), and provides Lessee with non-exclusive use of the existing driveway.

2516

30
SHEET 1

P. A.
2516 - 30

TRA
660

REVISED
2003011607002001-24
2003100102001001-B1

2007041610002001-B1
2007060402002001-B1

SEARCH NO

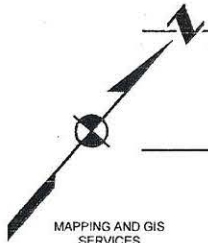
OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES
COPYRIGHT © 2002

2008

PG
4

HARDING

AVE



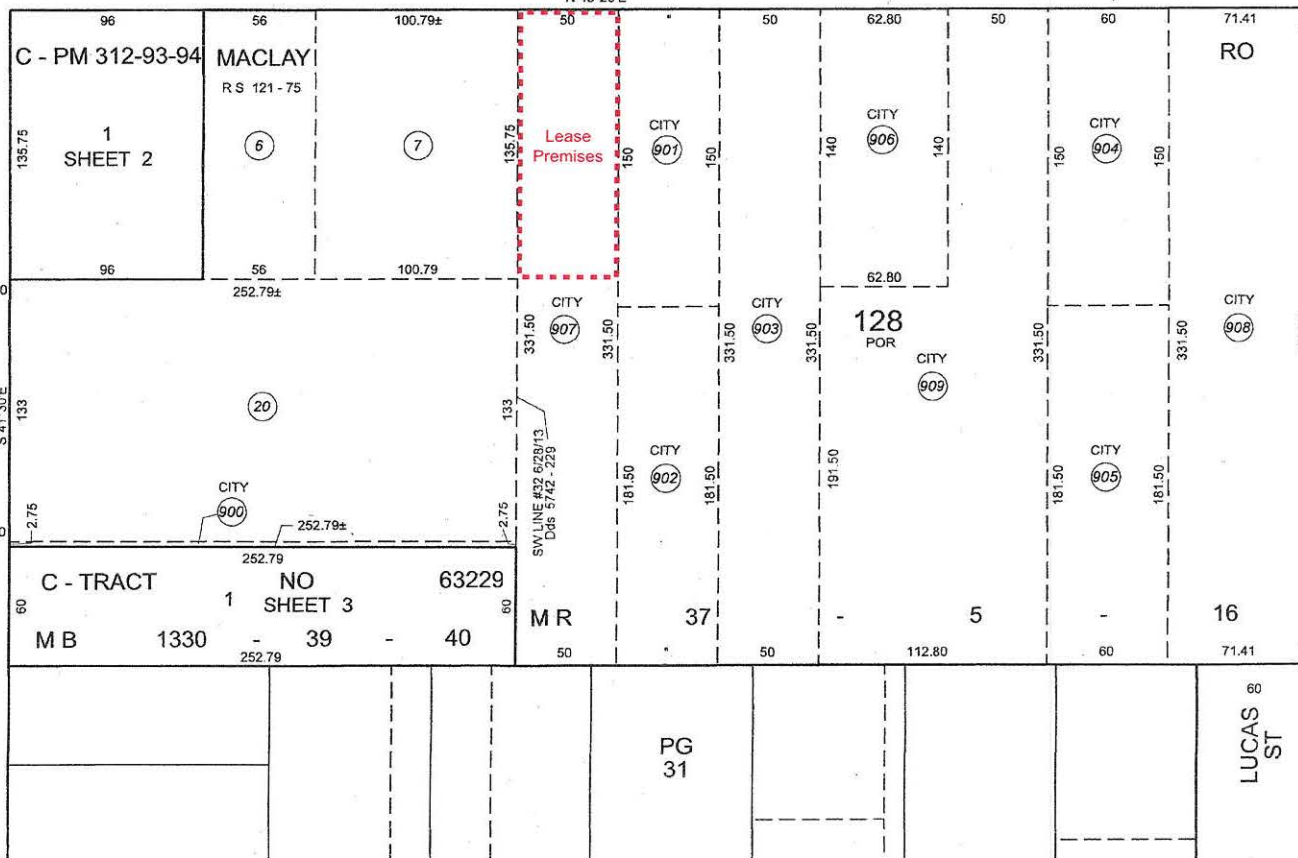
MAPPING AND GIS
SERVICES
SCALE 1" = 60'

BLVD

BK
2518

HARPS
ST

GLENOAKS



ST

Exhibit "A-1"

LUCAS

LUCAS
ST

This page is part of your document - DO NOT DISCARD



20200039042



Pages:
0007

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/10/20 AT 10:38AM

FEES :	0.00
TAXES :	0.00
OTHER :	0.00
<hr/>	
PAID :	0.00



LEADSHEET



202001103000036

~~00017700114~~



010413465

SEQ:
01

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

**RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:**

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

17700114



Batch Number: 10413465



(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

(Structure Located at 828 Harding Avenue, San Fernando, California)

This Memorandum of Lease ("Memorandum") is dated June 20, 2019, and is made between the CITY OF SAN FERNANDO, a California municipal corporation ("Lessor" or "City") and THE WILD HORSE FOUNDATION, INC., a Florida not for profit corporation ("Lessee"), concerning the Premises described in Exhibit "A" attached hereto and by this reference made a part hereof.

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 828 Harding Avenue, San Fernando, California, Assessor Parcel Number 2516-030-907 (the "Property"); and

WHEREAS, the Property is part of that certain City-owned land commonly referred to as "Pioneer Park" and which is generally described in the legal description attached hereto and incorporated hereto as Exhibit "A" and depicted as the "Lease Premises" in the map attached and incorporated hereto as Exhibit "A-1"; and

WHEREAS, the Property improved with a building covering approximately 912 square feet in area (hereinafter, the "Building")(For purposes of this Memorandum, the capitalized term "Premises" shall refer to the Property, inclusive of the Building and all other existing or future improvements located on the Property); and

WHEREAS, Lessor wishes to lease the Premises to Lessee, which lease contemplates certain tenant improvements and authorization for Lessee to use the Premises for certain recreational programming; 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; and

WHEREAS, this Lease was approved by the San Fernando City Council at its Regular meeting of April 15, 2019 under Agenda Item No. 6.

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 described in the Lease for a term commencing on June 20, 2019 and ending on June 20, 2029 (the "Initial Term") for the consideration set forth in the Lease and upon certain 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. The Parties may extend the term of the Lease for a maximum of two (2) five-year extension terms by mutual written agreement.
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: Timothy Hou
Timothy Hou, Deputy City Manager
ON BEHALF OF

Nick Kimball

Title: City Manager

Date: 6/20/2019

LESSEE:

The Wild Horse Foundation, Inc., a Florida not for profit corporation

By: Lisette Carnet
Name: Lisette Carnet
Title: Executive Director

Date: 6/20/19

ATTEST:

By: Elena G. Chavez

Print Name: Elena G. Chavez

Date: 6/20/19

Exhibit "A"

Legal Description of Leased Premises

LAND DES IN DOC NO 240, 74-10-15 THE MACLAY RANCHO LOT COM SW ON SE LINE OF HARDING AVE 344.21 FT FROM SW LINE OF LUCAS ST TH SW ON SD SE LINE 50 FT WITH A UNIFORM DEPTH OF 135.75 FT S.

Also known as a portion Assessor Identification Number 2516-030-907, with street address 828 Harding Avenue, San Fernando, CA 91340.

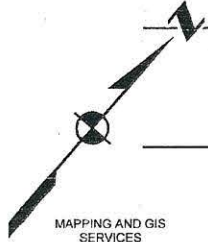
Note: Leased Premises excludes the existing detached garage (in use by Lessor), and provides Lessee with non-exclusive use of the existing driveway.

2008

PG
4

HARDING

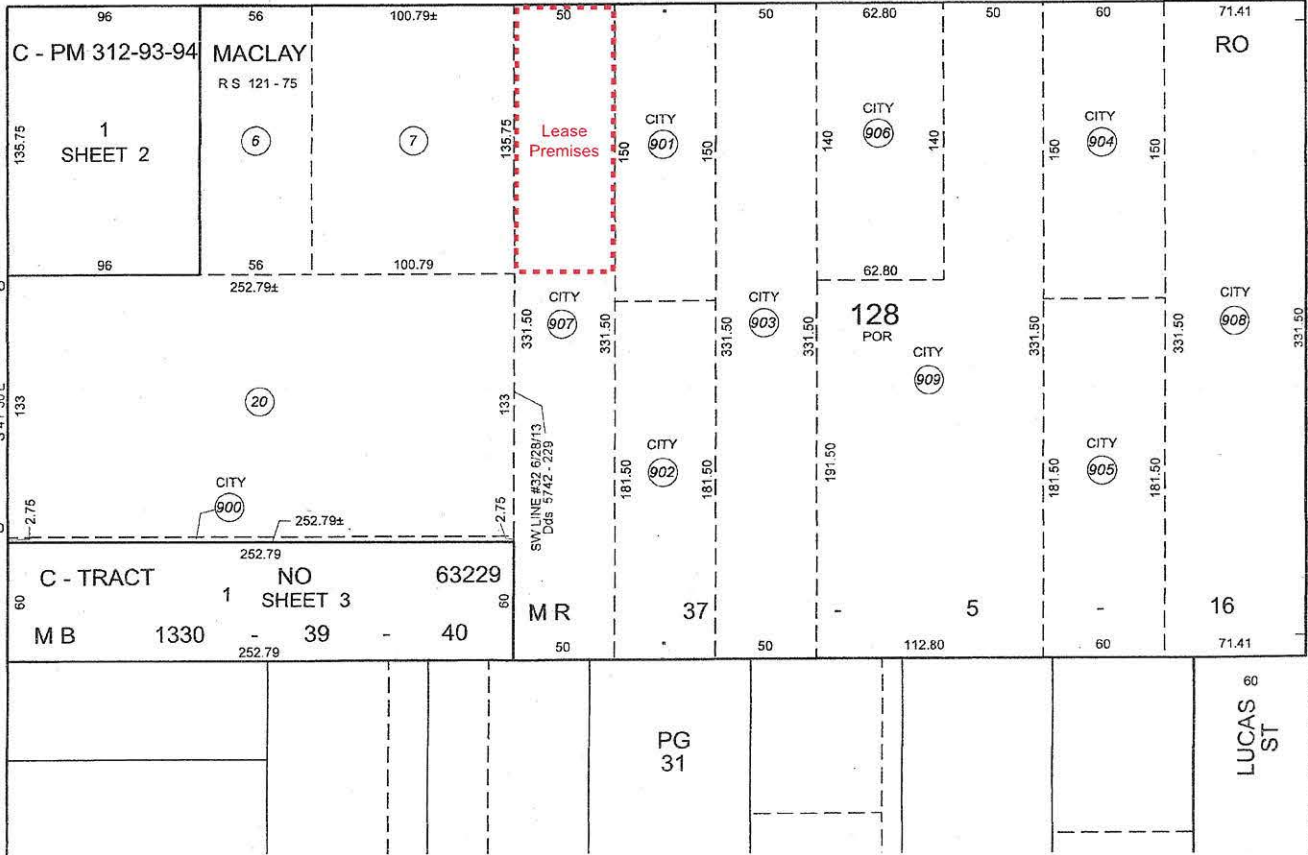
AVE 80



MAPPING AND GIS
SERVICES
SCALE 1" = 60'

BLVD 80

GLENOAKS 80



BK
2518

HARPS
ST

Exhibit "A-1"

LUCAS
ST

PG
31

LUCAS
ST

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

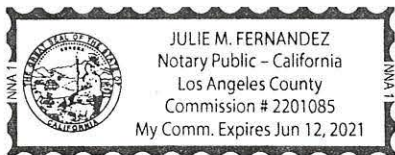
On JUNE 20, 2019 before me, JULIE M. FERNANDEZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared LISETTE CARNET -----
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: MEMORANDUM OF LEASE
Document Date: JUNE 20, 2019 Number of Pages: 4
Signer(s) Other Than Named Above: TIMOTHY HOU

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On JUNE 20, 2019 before me, JULIE M. FERNANDEZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared TIMOTHY HOU -----
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *[Handwritten Signature]*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: MEMORANDUM OF LEASE

Document Date: JUNE 20, 2019 Number of Pages: 4

Signer(s) Other Than Named Above: LISETTE CARNET

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

To: Chair Robert Gonzales and Commissioners

From: Julio Salcedo, Director of Recreation and Community Services
By: Maribel Perez, Recreation and Community Services Supervisor

Date: April 11, 2024

Subject: Update on the Las Palmas Park Revitalization Project

RECOMMENDATION:

It is recommended that the Commission:

- a. Receive and file an update report on the Las Palmas Revitalization Project.

BACKGROUND:

1. On September 5, 2023, the City Council reviewed the conceptual design and directed staff to post the Las Palmas Park conceptual design on the City’s website and share the design on social media and with participants in related community meetings to solicit public comment. City Council also directed staff to include the conceptual design, after the public comment period, on the consent consent calendar for the September 18, 2023 City Council meeting.
2. On September 18, 2023, the City Council approved the conceptual design for the Las Palmas Park Revitalization Project.
3. On March 14, 2024, PWRC Robert Gonzales requested an update on the project.

ANALYSIS:

The California Department of Parks & Recreation awarded a \$4.2 million grant to the City for the Las Palmas Park Revitalization Project as part of the Statewide Parks Development and Community Revitalization Program and the “Outdoors for All” initiative. The revitalization project transforms Las Palmas Park into a prime recreation facility. Major park amenities such as the ball diamonds, playground, picnic shelters, and others amenities are being renovated. A splash pad and new exercise area will also be constructed.

The proposed Conceptual Design for the park’s transformation is a result of a robust community engagement effort that provided residents a platform to contribute their ideas and suggestions

for these renovations. The process of gathering input was a collaborative effort between the City and its residents using the Consult approach from the City’s Community Framework plan. In this effort, the public played a significant role in shaping the design of the project through:

- Community Meetings
- Pop Up tabling
- Focus Group Meetings
- Canvassing the Las Palmas Park Neighborhood
- Interview of Key Stakeholders
- Community Survey
- A Project Website

Conceptual Design

RJM solidified the information gathered from the community engagement effort and presented all the options and ideas at a community meeting on May 31, 2023. The community meeting showed the results of the survey, which asked respondents to select up to five park amenities that should be prioritized and included in the renovation of Las Palmas Park. The City survey had 256 respondents, 226 were in English and 30 in Spanish. The ranking of the park amenities are as follows:

1. Roller Skating Rink	(50%)	13. Basketball Court	(15%)
2. Park Restrooms	(49%)	14. Baseball Field	(14%)
3. Field Lighting	(46%)	15. Accessible Patio	(12%)
4. Walking Path Lighting	(42%)	16. Concession Stand	(12%)
5. Multipurpose Athletic Field	(31%)	17. Synthetic Turf Field	(11%)
6. Dog Park	(28%)	18. Tennis/Pickleball Courts	(10%)
7. Parking Lot	(28%)	19. Learning Center	(10%)
8. Picnic Shelters	(26%)	20. Wading Pool	(9%)
9. Accessible Playground	(25%)	21. Gym Floor	(8%)
10. Community Garden	(24%)	22. Irrigation/Landscaping	(6%)
11. Building Restrooms	(23%)	23. Awning for Gym Entrance	(3%)
12. Splashpad	(17%)	24. New Windows for Gym	(2%)

Participants at the May 31, 2023 community meeting cast their vote for the type of park amenity they wanted by placing dots next to a picture of samples of their preferred amenities. Each amenity had a different color dot to distinguish between each vote and tally the results. The proposed conceptual design (Attachment “A”) correlates to the final tally of the Dot Exercise on May 31, 2023, and the priorities the community identified in the survey.

The proposed conceptual design includes all of the Grant Scope improvements except a Tennis/Pickleball Court that has been replaced with the Roller Rink overlay.

Progress

In December 2023, RJM provided construction documents and specifications at 60% completion for City review. The plans were circulated through Public Works and Community Development for plan check review to ensure the documents met all regulatory standards required by local, state and federal agencies overseeing capital improvement projects. The reviewed plans were sent back to RJM mid-February 2024 and City staff expects the 90% completion plans by mid-April.

Construction on the Las Palmas Park Revitalization Project is expected to begin in June 2024, with a completion date of June 2025.

BUDGET IMPACT:

There is no budget impact to receive and file the update report on the Las Palmas Park Revitalization Project.

CONCLUSION:

It is recommended that the Parks, Wellness and Recreation Commission receive and file the update report on the Las Palmas Park Revitalization Project.

ATTACHMENT:

A. Conceptual Plan









08/25/2023

PLAYGROUND AREA RENDERING
LAS PALMAS PARK RENOVATION
CITY OF SAN FERNANDO, CALIFORNIA

THIS DOCUMENT IS THE PROPERTY OF RJM DESIGN GROUP, INC., AND NO PART THEREOF SHALL BE USED, REUSED, OR MODIFIED WITHOUT THE WRITTEN CONSENT OF RJM DESIGN GROUP, INC. © 2022 RJM DESIGN GROUP, INC. All rights reserved.





08/25/2023

FITNESS STATION AND BASKETBALL RENDERING
LAS PALMAS PARK RENOVATION
CITY OF SAN FERNANDO, CALIFORNIA

THIS DOCUMENT IS THE PROPERTY OF RJM DESIGN GROUP, INC., AND NO PART THEREOF SHALL BE USED, REUSED, OR MODIFIED WITHOUT THE WRITTEN CONSENT OF RJM DESIGN GROUP, INC. © 2022 RJM DESIGN GROUP, INC. All rights reserved.





SOFT TOSS BATTING CAGE



DUGOUT



SHADED BLEACHER



SCOREBOARD AND BALL CONTAINMENT NETTING



08/25/2023

SPORTS FIELDS RENDERING
LAS PALMAS PARK RENOVATION
CITY OF SAN FERNANDO, CALIFORNIA

THIS DOCUMENT IS THE PROPERTY OF RJM DESIGN GROUP, INC., AND NO PART THEREOF SHALL BE USED, REUSED, OR MODIFIED WITHOUT THE WRITTEN CONSENT OF RJM DESIGN GROUP, INC. © 2022 RJM DESIGN GROUP, INC. All rights reserved.



MEMORANDUM

To: Chair Robert Gonzales and Commissioners

From: Julio Salcedo, Director of Recreation and Community Services

Date: 4/11/24

Subject: Cesar E. Chavez Memorial

RECOMMENDATION

It is recommended that the Parks, Wellness and Recreation (PWR) Commission receive and file an update on the Cesar E. Chavez Memorial by Chair Robert Gonzales.

BACKGROUND/ANALYSIS

The Ad Hoc has met previously with Pueblo Y Salud to discuss the development of a renovation plan for the Cesar E. Chavez Memorial. This item was originally added to the agenda by Vice Chair Patty Lopez.

BUDGET IMPACT

There is no impact to the budget by discussing this item.



AGENDA REPORT

To: Chair Robert Gonzales and Commissioners

From: Julio Salcedo, Recreation and Community Services Director
By: Maribel Perez, Recreation and Community Services Supervisor
Linda Bowden-Moreno, RCS Administrative Assistant

Date: April 11, 2024

Subject: Department Programming, Services, Activity, and Business Updates

RECOMMENDATION:

It is recommended that the Parks, Wellness, and Recreation Commission:

- a. Receive and file a report updating the programs, services, activities, and business conducted by the Recreation and Community Services Department; and
- b. Provide staff guidance or recommendations, as appropriate.

BACKGROUND:

1. The mission of the Recreation and Community Services Department (RCS) is to develop and implement enriching community, cultural, and recreational opportunities that foster the overall well-being and personal development of our community.
2. The RCS Department conducts a wide array of programs, services, activities, and business throughout the year. Staff provides a monthly update on items discussed at the Parks, Wellness, and Recreation Commission (PWRC) meetings and welcomes any guidance or recommendations regarding the items presented.

DEPARTMENT UPDATES:

Programs and Services

The RCS Department provides a variety of programming and services for the San Fernando community. All Los Angeles County Department of Public Health protocols and Best Practices guidelines for operating recreational facilities are strictly adhered to. Safety is the top priority for RCS staff when conducting activities for the community. All program participants and park

visitors are made aware of safety guidelines being implemented to ensure patrons feel safe while participating in the Department's programs.

Los Angeles Regional Food Bank Distribution

The Regional Food Bank monthly distribution was held on April 1, 2024 from 9:00am-11:00am. This program continues to serve seniors age 60+ on a monthly basis at Las Palmas Park. This drive-through food program provides a free food kit containing nutritious items such as meats, canned fruits and vegetables, cereals and grains. The program serves an average of 150 seniors monthly. The next distribution will held on May 6, 2024. For more information on food assistance programs please contact Las Palmas Park at 818-898-7340.

Spring Jamboree

The annual Spring Jamboree was a great success! Families enjoyed a fun-filled day that included games, arts & crafts, prizes, and photos with the Bunny. It was a great morning of endless fun and unforgettable memories for all who attended. Special thanks to the sponsors:

Providente Holy Cross Medical Center
American Fruits and Flavors
Regal Medical Group
Odd Fellows Lodge of San Fernando

SENIOR SERVICES

Senior Meals

In partnership with ONEgeneration, Las Palmas Park continues to host the Elderly Nutrition Program (ENP) for seniors. Free nutritious hot meals are served Monday through Friday. The program also provides meals five days a week for folks that are homebound, registration and home assessment required. The program is free for senior 60+ with a suggested donation of \$3.

Technology for Seniors

The program is designed to teach seniors the basics of technology such as navigating a computer and registering for an email address. Workshops are offered in English and Spanish at Las Palmas Park. Laptops provided during the class.

Monthly Birthday Celebrations

Every first Wednesday of the month, staff coordinates a monthly birthday celebration for the seniors. Participants and celebrants enjoy coffee, tea and yummy birthday cake. All this is made possible by the continuous support from Pink Tree Insurance.

Monthly Matinee

Every first Thursday of the month Las Palmas Park is transformed into a matinee featuring family friendly films and treats. The activity is open to the public, showtime is at 12pm.

Platicas de la Vida con Café

In partnership with the Department of Mental Health, Las Palmas Park is hosting workshops to discuss and offer assistance to those dealing with emotional trauma, anxiety, and everyday life situations. Classes are in held in Spanish at 9am, upcoming sessions on April 18 and 25.

Dance Into Spring!

Kick off springtime with a throwback dance party featuring the hottest hits from the 2000's! Seniors 55+ are invited to join in on the fun on April 17 from 12-2pm at Las Palmas Park.

April Craft

Seniors got to expand their creativity through painting at this month's free craft activity. In honor of spring time, a terracotta pot painting activity was held on April 8. All in attendance were able to paint their own pot to take back and spruce up their home gardens.

On the Move Riders Program Workshops

On April 26, Metro will host an *On the Move Riders Program* Workshop at Las Palmas. The educational training will provide tips and information on how to take advantage of easy forms of public transportation. Free, starts at 12:00pm.

Las Palmas Senior Club News:

- The Spring Dance will be held on Saturday, April 20 at Las Palmas Park. Doors open at 6pm, music by Kalumnia.
- Senior Club Monthly Meetings occur on the first Sunday of each month at 1:00 pm.
- Senior Trips are as popular as ever! On March 10, approximately 50 participants enjoyed an amazing brunch and spectacular mariachi show at the Pancho Villa Restaurant in Fontana. Upcoming trips include Olvera Street & Chinatown, Old Town San Diego, Soboba Casino and Shen Yun at the Dolby Theatre.

Karaoke and Loteria are back at Las Palmas Park by popular demand!

After being on hiatus since the 2020 pandemic, these fun senior activities have made a comeback.

Beginning in April , Karaoke will meet on Fridays at 6pm in the Learning Center and Loteria will meet on Wednesdays at 11am in the Arts & Crafts Room.

SOCIAL SERVICES

Teens for a Better Community (TBC)

On March 20, TBC participants received a presentation from Tree People. They provided an overview of the organization and highlighted their environmental initiatives and areas of operation. Tree People staff also shared their personal journeys into environmental work and discussed how their roles at the organization have aligned with their personal goals and interests. Teens were presented with ideas of how to engage with Tree People through their night hikes, volunteering and community leadership opportunities. The presentation also included interactive activities such as learning about the watershed and the storm water management design proposal near Workman Street, emphasizing community involvement and advocacy. The session concluded with a hands-on activity of cleaning native plant seeds for participants to plant at home.

Next meeting will be held on Wednesday, April 17, at 6:00 PM, at Las Palmas Park.

Prom Dress Drive

TBC will be hosting a Prom Dress Drive during the month of April. Donated dresses and gowns will be made available for community teens as they get ready for prom season. For more information, call 818-898-7350 or email CMoreno@sfcity.org.

NEW Financial Capability Workshops

Empower your financial future! These workshops teach participants essential skills, and how to unlock their financial literacy to confidently navigate the path to economic well-being. One-on-One Financial Coaching will be made available to 30 San Fernando residents who successfully attend a Financial Capability Workshop.

Thursday, April 18, 2024 | 5:30-7:30pm | Las Palmas Park (Spanish)

Saturday, May 4, 2024 | 10am-12pm | Las Palmas Park (English)

Social Services – Spotlight on Mental Health Support

LA County Department of Mental Health - Help Line at 800-854-7771

If anyone is experiencing or affected by a mental health, substance use, or suicidal crisis, they are encouraged to dial the 24/7 Help Line at 800-854-7771 for mental health referrals and crisis services.

988 Suicide & Crisis Lifeline

We can all help prevent suicide. The 988 Lifeline provides 24/7, free and confidential support for people in distress, prevention and crisis resources for you or your loved ones, and best practices for professionals in the United States.

RECREATION

Leisure & Fitness Classes

Classes are currently in session and available for registration in-person by visiting one of the park offices or online by visting www.sfcity.org/sfrecreation.

- **3 Wins Fitness San Fernando**
Mon, Wed & Fri | 8:15am | Recreation Park
- **Total Body Conditioning**
Mon-Thur | 7:00pm | Recreation Park
- **Inclusive Zumba**
Mon & Wed | 6:00pm | Recreation Park
- **Ninja Ninja Martial Arts**
Mondays | 3pm | Recreation Park
- **Academic Drawing**
Wednesdays | 4pm | Recreation Park
- **Folklorico**
Wed & Fri | 7pm | Las Palmas Park
- **Shotokan Karate**
Saturdays | 9am | Las Palmas Park
- **Senior Music**
Tuesdays | 9am | Las Palmas Park
- **Clase de Canto**
Thursdays | 9am | Las Palmas Park

Call for Instructors: Staff received five new class proposals including parenting classes, cooking demonstrations, ukulele classes, drum circle activity and H.I.T. training. Staff will review proposals and plan to launch some of these new classes in the coming fiscal year.

Youth Sports

Winter Youth Basketball came to an end on March 23. Congratulations to the Winter 2024 Champions:

Div. 9-10	Coach Jimmy, Bulls
Div. 11-12	Coach Jimmy, Bulls
Div. 13+	Coach Jimmy, Bulls

Registrations for Spring Clinic and Summer season are now open.

No Limit Basketball Clinics

Clinics offer off-season training and conditioning to help youth ages 7-17 sharpen their skills, get better at the game and keep youth engaged and focused on the sport. Sessions will be held at Recreation Park on Mondays throughout the month of April.

Mission City Baseball Spring Season started with a memorable Opening Day Parade and Ceremony. The Mayor of San Fernando Celeste Rodriguez and MLB player Miguel Gonzalez

initiated the season with the First Pitch and inspired the Mission City Baseball youth to play strong throughout the Spring Season, from the Foal division to Pony, and letting the community know that Mission City Baseball offers a homerun experience for all. Practices and home games are held at Las Palmas Park.

Tennis Classes will resume at Pioneer Park on Saturday mornings, weather permitting.

Adult Sports

Coed Softball is back at Recreation Park! Swing by on Tuesday evenings from 7-10pm and check out the excitement as the teams break in the new field at Rec Park!

Basketball Spring season will run from April through June at Recreation Park on Wednesday nights from 6-10pm. The league has six teams this season that will leave it all on the court to claim the championship title.

Volleyball Open Gym on Thursday nights at Recreation Park from 5-9pm. Stop by for a pick-up game and enjoy some friendly competition.

Pickleball Open Gym is back at Recreation Park on Tuesday evenings. Both seasoned and new players join in on the fun and take advantage of the free lesson before hitting the courts to show off their skills.

SPECIAL INTERESTS

Lopez Adobe

Tours of the Lopez Adobe have resumed. On March 24, the historic home received 15 visitors that enjoyed a self-guided tour of the home. Staff was on site to answer questions and provide information on upcoming dates.

Saturday, April 27, 2024 | 5-8pm | Spring Book Fair Extravaganza at the Adobe

April – October

3rd Saturday of the month | 5-8pm & 6-9pm

Tours on the same night as the San Fernando Outdoor Market. A full calendar for the year is available on the City website. Special group/private tours can be arranged by calling the park office at 818-898-1290.

BUDGET IMPACT:

The programs, services, activity, and business updates in this report are part of the Department's work plan and funds have been allocated for such work in the FY 2023-2024 budget.

CONCLUSION:

It is recommended that the Parks, Wellness, and Recreation Commission receive and file the Department Update Report and provide any guidance or recommendations as appropriate.