



*Mayor/Chair Antonio Lopez • Mayor Pro Tem/Vice Chair Sylvia Ballin
Councilmembers/Board Members: Jesse H. Avila • Joel Fajardo • Robert C. Gonzales
Interim City Manager/Interim Executive Director Fred Ramirez*

**SAN FERNANDO CITY COUNCIL &
SUCCESSOR AGENCY TO THE
SAN FERNANDO REDEVELOPMENT AGENCY
SPECIAL JOINT MEETING NOTICE & AGENDA
JANUARY 27, 2014 – 4:30 PM
COMMUNITY MEETING ROOM
117 MACNEIL STREET
SAN FERNANDO, CA 91340**

NOTICE IS HEREBY GIVEN that the San Fernando City Council and the Successor Agency to the San Fernando Redevelopment Agency will hold a Special Joint Meeting on **Monday, January 27, 2014, at 4:30 p.m.**, in the Community Meeting Room, located at 117 Macneil Street, San Fernando, California.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor/Chair Antonio Lopez

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments in order to provide a full opportunity to every person who desires to address the City Council/Successor Agency. Only matters contained in this notice may be considered.

STUDY SESSION

- 1) JOINT SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY (SUCCESSOR AGENCY)/ CITY COUNCIL DISCUSSION REGARDING POSSIBLE DESIGNATION OF FORMER AGENCY-OWNED PROPERTIES WITHIN UPCOMING LONG RANGE PROPERTY MANAGEMENT PLAN**



SAN FERNANDO CITY COUNCIL &
SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY
SPECIAL JOINT MEETING NOTICE & AGENDA – JANUARY 27, 2014
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Recommend that the Successor Agency and the City Council:

- a. Consider the proposed designation of former Redevelopment Agency property for any one of the following:
 - i. The retention of the property for governmental use pursuant to subdivision (a) of Health and Safety Code Section 34181;
 - ii. The retention of the property for future development;
 - iii. The sale of the property; or,
 - iv. The use of the property to fulfill an enforceable obligation of the Successor Agency; and,
- b. Subsequent to Successor Agency and City Council discussion, provide direction to the Interim Executive Director/ Interim City Manager on how each of the former redevelopment agency-owned properties included in the staff report should be designated within the upcoming Long Range Property Management Plan to be considered for approval by the Successor Agency at a future meeting.

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting.

Elena G. Chávez, City Clerk

Signed and Posted: January 23, 2014 (11:00 a.m.)

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

Special Joint Meeting of the San Fernando City Council & Successor Agency to the San Fernando Redevelopment Agency

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ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Chair Antonio Lopez and Agency Board Members
Mayor Antonio Lopez and Councilmembers

FROM: Fred Ramirez, Interim Executive Director/ Interim City Manager

DATE: January 27, 2014

SUBJECT: Joint Successor Agency to the San Fernando Redevelopment Agency (Successor Agency)/ City Council Discussion Regarding Possible Designation of Former Agency-owned Properties Within Upcoming Long Range Property Management Plan

RECOMMENDATION:

It is recommended that the Successor Agency and the City Council:

- a. Consider the proposed designation of former Redevelopment Agency property for any one of the following:
 - i. The retention of the property for governmental use pursuant to subdivision (a) of Health and Safety Code Section 34181;
 - ii. The retention of the property for future development;
 - iii. The sale of the property; or,
 - iv. The use of the property to fulfill an enforceable obligation of the Successor Agency; and,
- b. Subsequent to Successor Agency and City Council discussion, provide direction to the Interim Executive Director/ Interim City Manager on how each of the former redevelopment agency-owned properties included in Attachment "A" should be designated within the upcoming Long Range Property Management Plan to be considered for approval by the Successor Agency at a future meeting.

BACKGROUND:

1. On March 7, 2011, the San Fernando City Council adopted Resolution Nos. 7415 and 7416 and the former San Fernando Redevelopment Agency adopted Resolution Nos. 1098 and

Joint Successor Agency to the San Fernando Redevelopment Agency (Successor Agency)/ City Council Discussion Regarding Possible Designation of Former Agency-owned Properties Within Upcoming Long Range Property Management Plan
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1099, consenting to and approving the transfer by the former San Fernando Redevelopment Agency of “its right, title and interest in and to certain real property to the City of San Fernando”. (See Attachment “B”: March 7, 2011, Staff Report to the San Fernando City Council and the Redevelopment Agency.)

2. On December 29, 2011, the California Supreme Court issued an opinion in *California Redevelopment Association v. Matosantos*, upholding Assembly Bill x1 26 (legislation dissolving redevelopment agencies) and invalidating Assembly Bill x1 27 (legislation permitting redevelopment agencies to continue operation if they made certain payments to the State). As a result of the Supreme Court's decision, all redevelopment agencies in the State, including the Redevelopment Agency of the City of San Fernando, were dissolved on February 1, 2012.
3. On August 15, 2011, the City of San Fernando City Council adopted Resolution No. 7452 electing for the City to serve as the Successor Agency for the City's Redevelopment Agency upon the Agency's dissolution. The assets of the Redevelopment Agency transferred to the Successor Agency by law on February 1, 2012.
4. On June 27, 2012, the Governor signed the State budget trailer bill AB 1484, which became effective immediately. AB 1484 enacted technical and substantive amendments to AB 1X 26 (collectively these laws are referred to as the “Dissolution Act”), which included among other things that the Successor Agency prepare the Long Range Property Management Plan (LRPMP) within six months after receiving the Finding of Completion from the Department of Finance (DOF) (Health and Safety Code Section 34191.5). The LRPMP is intended to address the disposition and use of real properties owned by the former redevelopment agency.
5. On October 3, 2013, DOF issued a Finding of Completion to the San Fernando Successor Agency pursuant to Health and Safety Code Section 34179.7 (Attachment “C”).

ANALYSIS:

Long Range Property Management Plan (LRPMP):

Pursuant to Health and Safety Code Section 34191.5, the Successor Agency must prepare the LRPMP and submit the report to the San Fernando Oversight Board and DOF within six months of receiving the Finding of Completion from DOF. The LRPMP shall address the disposition and use of real properties of the former redevelopment agency and include all of the following information:

1. Include an inventory of all properties in the Community Redevelopment Property Trust Fund (the “Trust”) that was established to serve as the repository of the former redevelopment agency's real properties. The inventory shall include the following:

Joint Successor Agency to the San Fernando Redevelopment Agency (Successor Agency)/ City Council
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- a) The date of acquisition of the property and the value of the property at that time, and an estimate of the current value of the property;
 - b) The purpose for which the property was acquired;
 - c) Parcel data, including address, lot size, and current zoning in the former redevelopment plan or specific, community, or general plan;
 - d) An estimate of the current value of the parcel including, if available, any appraisal information;
 - e) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds;
 - f) The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts;
 - g) A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency;
 - h) A brief history of previous development proposals and activity, including the rental or lease of property.
2. Address the use or disposition of all the properties in the Trust. Permissible uses include: 1) the retention of the property for governmental use pursuant to subdivision (a) of Health and Safety Code Section 34181; 2) the retention of the property for future development; 3) the sale of the property; or, 4) the use of the property to fulfill an enforceable obligation.
3. The LRPMP shall separately identify and list properties in the Trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:
- a) If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the City, the County, or the City and the County;
 - b) If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in item a above, the proceeds from the sale shall be distributed as property tax to the taxing entities; and,

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- c) Property shall not be transferred to the Successor Agency, the City, the County, or the City and the County, unless the long-range property management plan has been approved by the San Fernando Oversight Board and the DOF.

As noted in Attachment “A” to this report, the former San Fernando Redevelopment Agency owned 12 parcels, which make up all or a portion of some the existing public surface parking lots (i.e., City Parking Lots 3, 5, 6N, 8, 10, 11, and 12) within the City’s downtown and civic center areas. An additional vacant parcel previously owned by the former redevelopment agency is located at 1320 San Fernando Road. As previously noted, the LRPMP will address the use or disposition of all the properties of the former redevelopment agency. Permissible uses include: 1) the retention of the property for governmental use pursuant to subdivision (a) of Health and Safety Code Section 34181; 2) the retention of the property for future development; 3) the sale of the property; or, 4) the use of the property to fulfill an enforceable obligation.

It is important to note that any decision from DOF to modify the LRPMP in the future and as a result cause the sale of any of the real property of the former redevelopment agency noted in the LRPMP will require the proceeds from the sale of these properties to be transmitted to the County Auditor-Controller for payment to the affected taxing entities.

Environmental Impact:

The proposed administration action to be considered by the Successor Agency at future meeting has already been reviewed for compliance with the California Environmental Quality Act (CEQA). In accordance with the provisions of the CEQA Guidelines, it is staff’s assessment that the proposed Successor Agency’s administrative action is exempt from compliance with the procedures of the CEQA. This determination is made pursuant to Section 15061(c)(3) because the adoption of the new resolution is not a “project” as defined in Section 15378 of the CEQA Guidelines and its adoption will therefore not have a potential to result in a physical change in the environment.

BUDGET IMPACT:

Approval of the LRPMP at a future meeting by the Successor Agency will not impact the City’s General Fund. The cost to hire Seifel Consulting Inc. to assist the Successor Agency staff in the preparation of the LRPMP have been identified as part of the agency’s enforceable obligations and administrative budgets during ROPS 13-14A and ROPS 13-14B.

CONCLUSION:

The Successor Agency’s approval of the LRPMP will facilitate the Successor Agency’s compliance with applicable regulations under the Dissolution Act, which requires approval of a LRPMP that addresses the disposition and use of real properties of the former redevelopment agency in accordance with State law.

Joint Successor Agency to the San Fernando Redevelopment Agency (Successor Agency)/ City Council Discussion Regarding Possible Designation of Former Agency-owned Properties Within Upcoming Long Range Property Management Plan
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ATTACHMENTS:

- A. City Redevelopment Agency Resolution No. 1098
- B. March 7, 2011, Joint-Staff Report to the San Fernando City Council and the Redevelopment Agency
- C. October 3, 2013, Department of Finance's Finding of Completion Letter

RESOLUTION NO. 1098**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO APPROVING THE TRANSFER OF ITS RIGHT, TITLE AND INTEREST IN AND TO CERTAIN REAL PROPERTY TO THE CITY OF SAN FERNANDO**

WHEREAS, the Redevelopment Agency of the City of San Fernando (the "Agency") acquired certain parcels of real property described in Exhibit "A" pursuant to the California Community Redevelopment Law;

WHEREAS, when the Agency acquired those certain parcels of real property, the Agency and City Council made certain findings as required by California Health and Safety Code Section 33445;

WHEREAS, the Agency caused to be constructed certain facilities on those parcels of real property for the purpose of providing public parking thereon in aid of the redevelopment of this Agency's Project Areas 1, 1A and 3;

WHEREAS, hereinafter, those parcels and the facilities located thereon are referred to as "the Real Property"; and

WHEREAS, the purpose of this Resolution is to approve the permanent transfer of the Real Property to the City of San Fernando for the Real Property's continued operation, maintenance and use as public parking.

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

SECTION 1. The Agency hereby finds and determines the foregoing recitals to be true and correct.

SECTION 2. The Agency hereby reaffirms that it made all findings required by California Health and Safety Code Section 33445 at the time of acquisition of the Real Property and construction of the improvements thereon. Notwithstanding the preceding sentence, the Agency Board hereby makes the following findings with respect to the Agency's transfer of all right, title and interest in and to the Real Property to the City of San Fernando:

(a) The acquisition of the Real Property is of benefit to Redevelopment Project Area Nos. 1, 1A and 3 by helping to providing public parking.

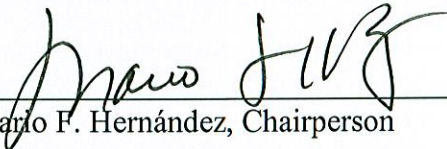
(b) No other reasonable means of financing the Real Property are available to the community.

(c) The payment of funds for the acquisition of the Real Property is consistent with the implementation plan adopted pursuant to Section 33490.


SECTION 3. This Agency hereby approves the permanent transfer of the Real Property to the City of San Fernando and authorizes and directs the Chairman and the Executive Director to take any and all actions, and execute any and all documents, necessary to effect the permanent transfer of all right, title and interest in and to the Real Property to the City of San Fernando.

SECTION 4. The Agency Secretary shall certify to the adoption of this Resolution and is hereby authorized and directed to transmit a copy of this Resolution to the City Council.

PASSED, APPROVED AND ADOPTED this 7th day of March, 2011.


Marlo F. Hernández, Chairperson

ATTEST:


Elena G. Chávez, Secretary

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the Redevelopment Agency held on the 7th day of March, 2011, by the following vote to wit:

AYES: M. Hernandez, Esqueda, E. Hernandez, De La Torre - 4

NOES: None

ABSENT: Veres - 1


Elena G. Chávez, Secretary

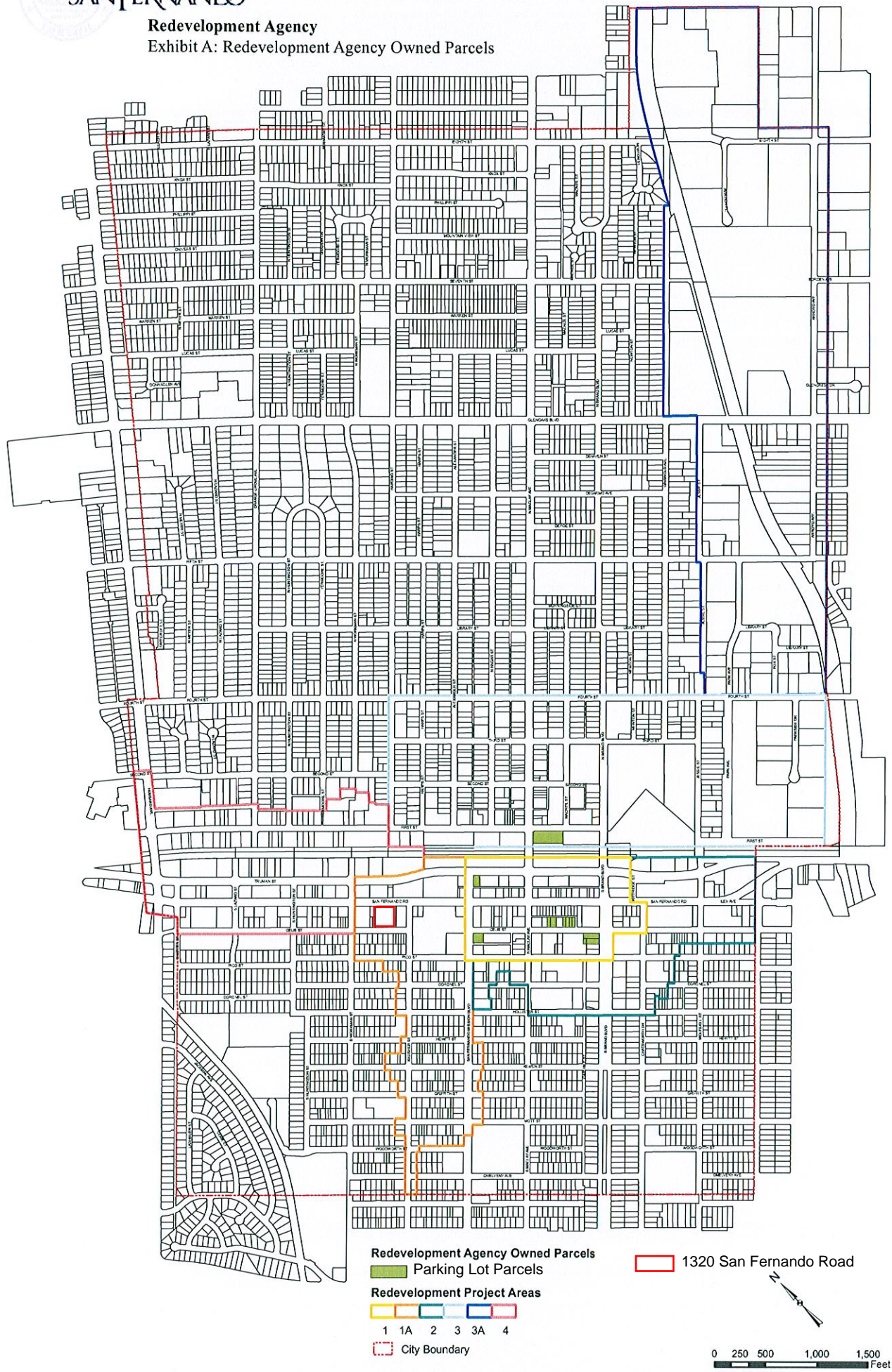
EXHIBIT "A"**Redevelopment Agency Owned Parcels**

Legend	APN	Address	Suffix	City	State	Zip	Zoning	Ownership	Use
1	2522004905	CITY PARKING LOT NO. 10	ST	SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
2	2522014901	CITY PARKING LOT NO. 10		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
3	2522014900	CITY PARKING LOT NO. 8		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
4	2521034905	CITY PARKING LOT NO. 5		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
5	2519001903	CITY PARKING LOT NO. 6N		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
6	2521031903	CITY PARKING LOT NO. 3		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
7	2522003900	CITY PARKING LOT NO. 11		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
8	2522003901	CITY PARKING LOT NO. 11		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
9	2522003902	CITY PARKING LOT NO. 11		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
10	2522003903	CITY PARKING LOT NO. 11		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
11	2522003904	CITY PARKING LOT NO. 12		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
12	2522003905	CITY PARKING LOT NO. 12		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot



Redevelopment Agency

Exhibit A: Redevelopment Agency Owned Parcels



ATTACHMENT "B"**CITY ADMINISTRATION****MEMORANDUM**

TO: Chair Mario F. Hernández and Agency Board Members
Mayor Mario F. Hernández and Councilmembers

FROM: Al Hernández, Executive Director/City Administrator

DATE: March 7, 2011

SUBJECT: Transfer of Certain Real Property from the Redevelopment Agency of the City of San Fernando to the City of San Fernando

RECOMMENDATION:

It is recommended that the Agency Board:

- a. Adopt a Resolution (Attachment "A") titled, "A Resolution of the Redevelopment Agency of the City of San Fernando Approving the Transfer of its Right, Title and Interest in and to Certain Real Property to the City of San Fernando."

It is recommended that the City Council:

- a. Adopt a Resolution (Attachment "B") titled, "A Resolution of the City Council of the City of San Fernando Consenting to and Approving the Transfer by the Redevelopment Agency of the City of San Fernando of its Right, Title and Interest in and to Certain Real Property to the City of San Fernando."

BACKGROUND:

Over a number of years, the Redevelopment Agency of the City of San Fernando (the "Agency") acquired certain parcels of real property in Project Areas 1, 1A and 3 (described in Exhibit "A") pursuant to the California Community Redevelopment Law. The Agency constructed facilities on those parcels for the purpose of providing public parking.

The Governor of the State of California, in his recent Budget Proposal, has proposed to dissolve all California redevelopment agencies and dispose of the agencies' properties as the State sees fit. In light of the Governor's proposal, staff recommends that the Agency's right, title and interest in these parcels be transferred from the Agency to the City to ensure the parcels' continued operation, maintenance and use as public parking. Such transfer could have occurred at any time in the past; staff is unaware of why this has not previously occurred.

Transfer of Certain Real Property from the Redevelopment Agency of the City of San Fernando to the City of San Fernando

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To facilitate this transfer, the Agency Board must approve the transfer and the City Council must consent to and approve the transfer.

BUDGET IMPACT:

There may be nominal fees associated with the transfer of the parcels. These fees will be paid by the Redevelopment Agency.

ATTACHMENTS:

- A. Redevelopment Agency Resolution
- B. City Council Resolution

RESOLUTION NO. 7415**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO CONSENTING TO AND APPROVING THE TRANSFER BY THE REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO OF ITS RIGHT, TITLE AND INTEREST IN AND TO CERTAIN REAL PROPERTY TO THE CITY OF SAN FERNANDO**

WHEREAS, the Redevelopment Agency of the City of San Fernando (the "Agency") acquired certain parcels of real property described in Exhibit "A" pursuant to the California Community Redevelopment Law;

WHEREAS, when the Agency acquired those certain parcels of real property, the Agency and City Council made certain findings as required by California Health and Safety Code Section 33445;

WHEREAS, the Agency caused to be constructed certain facilities on those parcels of real property for the purpose of providing public parking thereon in aid of the redevelopment of this Agency's Project Areas 1, 1A and 3;

WHEREAS, hereinafter, those parcels and the facilities located thereon are referred to as "the Real Property"; and

WHEREAS, the purpose of this Resolution is to consent to and approve the permanent transfer of the Real Property to the City of San Fernando for the continued operation, maintenance and use of the Real Property as public parking.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines the foregoing recitals to be true and correct.

SECTION 2. The City Council hereby reaffirms that it made all findings required by California Health and Safety Code Section 33445 at the time of acquisition of the Real Property by the Agency and construction of the improvements thereon. Notwithstanding the preceding sentence, the City Council hereby makes the following findings with respect to the Agency's transfer of all right, title and interest in and to the Real Property to the City of San Fernando:

(a) The acquisition of the Real Property is of benefit to Redevelopment Project Area Nos. 1, 1A and 3 by helping to providing public parking.

(b) No other reasonable means of financing the Real Property are available to the community.

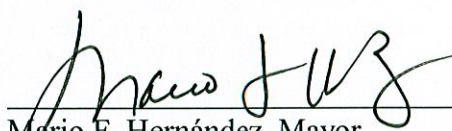
(c) The payment of funds for the acquisition of the Real Property is consistent with the implementation plan adopted pursuant to Section 33490.

SECTION 3. The City Council hereby consents to, approves, and accepts the permanent transfer of the Real Property to the City of San Fernando and authorizes and directs its Mayor and the City Administrator to take any and all other actions, and execute any and all documents, necessary to effect the permanent transfer of all right, title and interest in and to the Real Property to the City of San Fernando.


SECTION 4. The City Council hereby directs the City Administrator to certify the City of San Fernando's acceptance of all right, title and interest in and to the Real Property by executing a Certificate of Acceptance.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 7th day of March, 2011.


Mario F. Hernández, Mayor

ATTEST:


Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 7th day of March, 2011, by the following vote to wit:

AYES: M. Hernandez, Esqueda, E. Hernandez, De La Torre - 4

NOES: None

ABSENT: Veres - 1

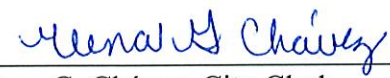

Elena G. Chávez, City Clerk

EXHIBIT "A"**Redevelopment Agency Owned Parcels**

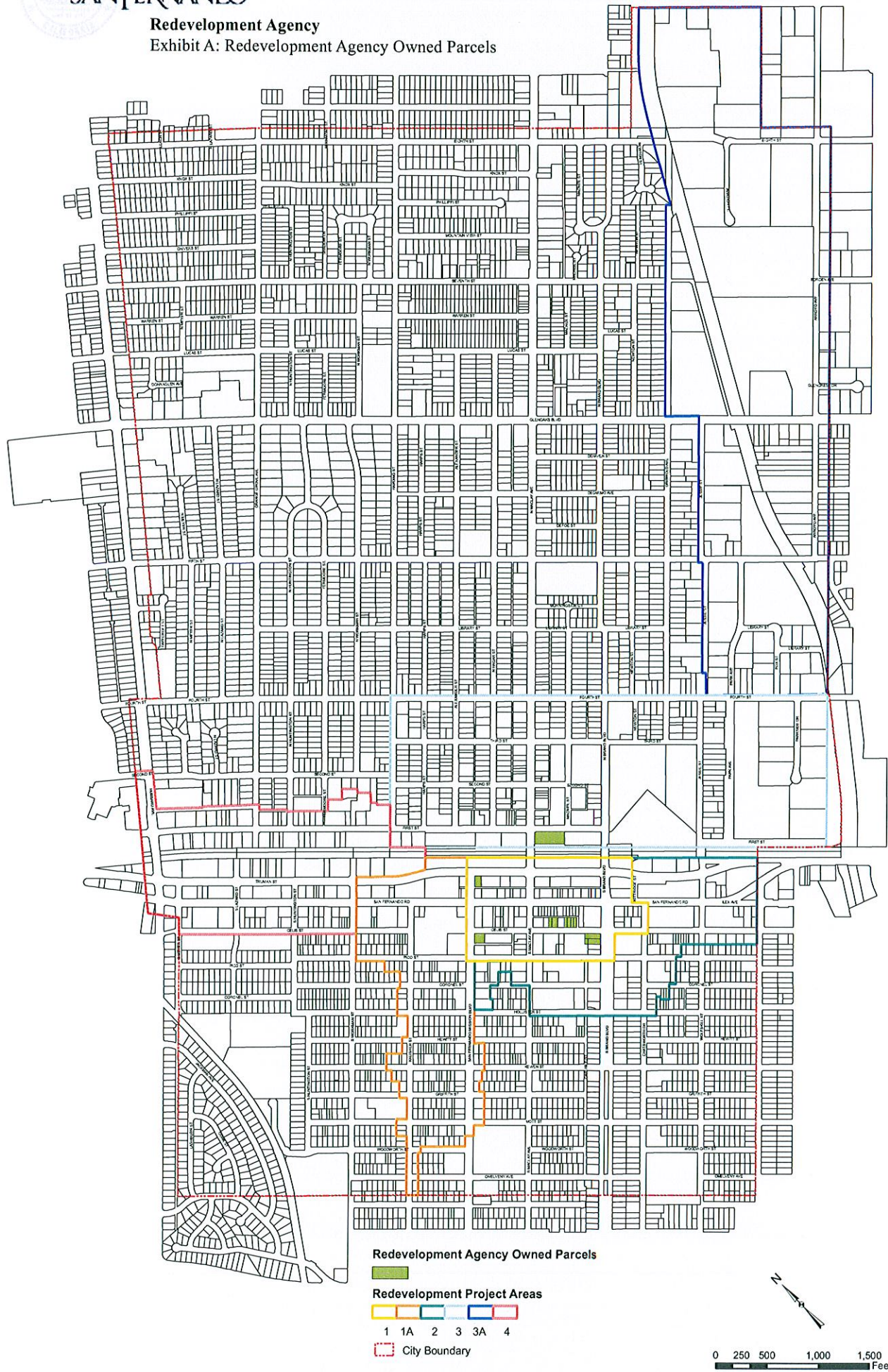
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THE CITY OF
SAN FERNANDO

Redevelopment Agency

Exhibit A: Redevelopment Agency Owned Parcels



RESOLUTION NO. 7416**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO APPROVING A DELEGATION AND CONVEYANCE AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO AND THE CITY OF SAN FERNANDO**

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Redevelopment Agency of the City of San Fernando (the “Agency”) is a duly constituted redevelopment agency under the laws of the State of California and pursuant to such laws is responsible for the administration of redevelopment activities within the City of San Fernando (“City”).

Section 2. Pursuant to the Community Redevelopment Law (California Health and Safety Code Section 33000, *et seq.*) (the “Redevelopment Law”), the Agency is undertaking a program to redevelop its redevelopment project areas known as Project Area No. 1, Project Area No. 2, Project Area No. 3, and Project Area No. 4 (each individually, a “Project Area”; and collectively, the “Project Areas”).

Section 3. Pursuant to Section 33205 of the Redevelopment Law, a redevelopment agency is authorized to delegate to a community any of the powers or functions of the agency with respect to the planning or undertaking of a redevelopment project in the area in which such community is authorized to act, and such community is authorized to carry out or perform such powers or functions for the redevelopment agency.

Section 4. Pursuant to Section 33220(g) of the Redevelopment Law, any public entity, for the purpose of aiding and co-operating in the planning, undertaking, construction, or operation of redevelopment projects located within the area in which such public entity is authorized to act, may, with or without consideration, acquire land in a project area from a redevelopment agency for redevelopment in accordance with the redevelopment plan for such project area.

Section 5. Pursuant to Section 33220(e) of the Redevelopment Law, a redevelopment agency may enter into agreements with any public entity respecting any action to be taken pursuant to any of the powers granted by the Redevelopment Law or any other law (and such agreement may extend over any period, notwithstanding any law to the contrary).

Section 6. Pursuant to Section 33430 of the Redevelopment Law, a redevelopment agency may, within the survey area or for purposes of redevelopment, sell, transfer, assign or otherwise dispose of any real or personal property or any interest in property.

Section 7. The Agency owns the fee interest in real property commonly known as 1320 San Fernando Road, APN 2521-016-900 (the “Property”), and as described in the Delegation and Conveyance Agreement attached hereto as Exhibit A and incorporated herein by reference (the “Agreement”).


Section 8. The City desires to aid, and cooperate with, the Agency in the planning, undertaking, construction and operation of redevelopment projects, and in that regard the Agency has determined to convey the Property to the City and to delegate to the City the powers and functions of the Agency with respect to the planning and undertaking of redevelopment projects in accordance with the Redevelopment Plans, and the City has determined to accept the conveyance of the Property and the Agency's delegation of its powers and functions and in that regard. The Agency and City wish to enter into the Agreement.

Section 9. The Agency hereby finds that it can be seen with certainty that there is no possibility that the approval of the Agreement may have a significant effect on the environment. The approval of the Agreement does not authorize construction and will not result in a direct or indirect physical change in the environment. The Agreement provides that prior to commencement of work on any redevelopment project, all necessary review required by the California Environmental Quality Act ("CEQA") shall be completed. The adoption of this Resolution and approval of the Agreement is therefore exempt from the environmental review requirements of CEQA pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations. Staff is hereby directed to file a Notice of Exemption with the County Clerk within five days of the adoption of this Resolution pursuant to Section 15062 of Title 14 of the California Code of Regulations.

Section 10. The Agreement is hereby approved in the form attached hereto as Exhibit "A" and the Mayor (and any other officer of the City authorized to sign agreements pursuant to an ordinance adopted in accordance with Government Code Section 40602) (each, an "Authorized Officer") is hereby authorized, acting singly, to execute and deliver the Agreement in substantially said form with such changes therein as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by the execution and delivery thereof).

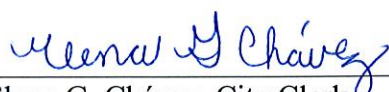
Section 11. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, and, if appropriate, record documents, which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

PASSED, APPROVED AND ADOPTED this 7th day of March, 2011.



Mario F. Hernández, Mayor

ATTEST:



Elena G. Chávez, City Clerk

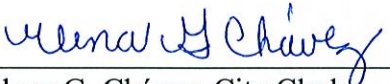
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 7th day of March, 2011, by the following vote to wit:

AYES: M. Hernández, Esqueda, E. Hernández, De La Torre - 4

NOES: None

ABSENT: Veres - 1



Elena G. Chávez, City Clerk

EXHIBIT A

Delegation and Conveyance Agreement

DELEGATION AND CONVEYANCE AGREEMENT

This DELEGATION AND CONVEYANCE AGREEMENT (this "Agreement") is dated March 7, 2011 (the "Effective Date") is between the REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO, a public body, corporate and politic (the "Agency"), and the CITY OF SAN FERNANDO, a municipal corporation (the "City").

RECITALS

A. Pursuant to the Community Redevelopment Law (California Health and Safety Code Section 33000, et seq.) (the "Redevelopment Law"), the Agency is undertaking a program for the redevelopment of blighted areas in the City.

B. Redevelopment Plans (each individually, a "Redevelopment Plan"; and collectively, the "Redevelopment Plans") for four redevelopment project areas known as Project Area No. 1, Project Area No. 2, Project Area No. 3 and Project Area No. 4 (each individually, a "Project Area"; and collectively, the "Project Areas") have been duly approved and adopted by the City.

C. Pursuant to Section 33205 of the Redevelopment Law, a redevelopment agency is authorized to delegate to a community any of the powers or functions of the agency with respect to the planning or undertaking of a redevelopment project in the area in which such community is authorized to act, and such community is authorized to carry out or perform such powers or functions for the redevelopment agency.

D. Pursuant to Section 33220(g) of the Redevelopment Law, any public entity, for the purpose of aiding and co-operating in the planning, undertaking, construction, or operation of redevelopment projects located within the area in which such public entity is authorized to act, may, with or without consideration, acquire land in a project area from a redevelopment agency for redevelopment in accordance with the redevelopment plan for such project area.

E. Pursuant to Section 33220(e) of the Redevelopment Law, a redevelopment agency may enter into agreements with any public entity respecting any action to be taken pursuant to any of the powers granted by the Redevelopment Law or any other law (and such agreement may extend over any period, notwithstanding any law to the contrary).

F. Pursuant to Section 33430 of the Redevelopment Law, a redevelopment agency may, within the survey area or for purposes of redevelopment, sell, transfer, assign or otherwise dispose of any real or personal property or any interest in property.

G. The Agency owns the fee interest in real property commonly known as 1320 San Fernando Road, APN 2521-016-900 (the "Property").

H. The City desires to aid, and cooperate with, the Agency in the planning, undertaking, construction and operation of redevelopment projects, and in that regard the Agency has determined to convey the Property to the City and to delegate to the City the powers and functions of the Agency with respect to the planning and undertaking of redevelopment projects

in accordance with the Redevelopment Plans, and the City has determined to accept the conveyance of the Property and the Agency's delegation of its powers and functions.

NOW, THEREFORE, in reliance upon the foregoing Recitals, and in consideration of the mutual covenants in this Agreement, the parties hereto agree as follows:

Section 1. Conveyance of Properties. The Agency shall convey all of its right, title and interest in and to the Property to the City. The City shall accept such conveyance. The Agency shall execute and deliver a Grant Deed, substantially in the form attached hereto as Exhibit "A," evidencing the conveyance of the Property. The City shall execute the Certificate of Acceptance attached to the Grant Deed, evidencing the City's acceptance of the conveyance.

Section 2. Delegation of Redevelopment Functions and Powers. The Agency hereby delegates to the City all of the Agency's functions and powers conferred by law with respect to the planning and undertaking of redevelopment projects with respect to the Property, including but not limited to, planning, development, replanning, redesign, clearance, reconstruction, or rehabilitation, or any combination thereof, of the Property; developing building sites on the Property; providing residential, commercial, industrial, public, or other structures or spaces on the Property or with respect to the Property; altering, improving, modernizing, reconstructing, or rehabilitating, or any combination of these, of existing structures on the Property; providing for open-space types of use on the Property or with respect to the Property; continuing existing buildings or uses on the Property; selling or leasing the Property or any improvements thereon; insuring the Property and any improvements thereon; and renting, maintaining, managing, operating, and repairing the Property and any improvements thereon. The City hereby accepts this delegation and agrees to undertake the redevelopment of the Property in a manner consistent with all applicable laws and the respective Redevelopment Plans (as they may be amended hereafter from time to time). It is hereby acknowledged and agreed that, upon acceptance of this delegation, so long as the City is not in violation of the law or the respective Redevelopment Plans, the City shall have absolute discretion regarding the exercise by the City of the functions and powers delegated to it pursuant to this Agreement, including, without limitation, the determination of specific actions to be undertaken by the City with respect to the redevelopment of the Property, and the manner and timing of undertaking such actions. Prior to commencement of work on any redevelopment project, all necessary environmental review required by the California Environmental Quality Act ("CEQA") shall be completed. This Agreement in no way limits the discretion of the Planning and Preservation Commission of the City, the Agency Board or the City Council of the City in completing environmental review of such projects.

Section 3. Payments by the Agency.

(a) The Agency and the City agree that the Agency shall bear, and reimburse the City for, all costs of the acquisition, condition, use, possession, ownership, operation, maintenance, and redevelopment of the Property by the City pursuant to this Agreement (including, without limitation, costs incurred by the City in the performance of any contractual or other obligations either imposed by operation of law or expressly or impliedly assumed by the City and arising from (i) the acceptance of the delegation of the functions and powers of the Agency hereunder, or (ii) the ownership, use or possession of the Property and the costs, if any, incurred by the City in connection with the enforcement of this Agreement. To the extent that

the City incurs any such costs, the City may advance its own funds to pay for such costs, and from time to time submit invoices (including itemized statements) showing the costs due to be paid by the Agency. Such amounts may include progress payments.

(b) The Agency shall pay to the City all amounts due hereunder within a reasonable time after the submission of each statement to the Agency pursuant to Section 3(a).

(c) Notwithstanding the foregoing, to the extent that another agreement entered into by the Agency and the City also provides for the reimbursement by the Agency of certain costs incurred with respect to the redevelopment of the Property, the City may elect to receive reimbursement for such costs under either this Agreement or the other agreement.

(d) For any and all amounts due to the City under this Agreement, the Agency shall make such payments from (i) tax increment generated in the applicable Project Area related to the Property for which reimbursement is requested, and eligible to be allocated to the Agency pursuant to the Redevelopment Law, or to any successor agency or entity of the Agency and/or any entity established by law to expend tax increment or pay indebtedness of the Agency; (ii) available proceeds of tax allocation bonds or other obligations of the Agency; (iii) available proceeds from loans or other obligations which constitute indebtedness of the Agency repayable from tax increment (as described in the foregoing clause (i)); or (iv) any other available funds of the Agency. Amounts not paid by the Agency to the City within 30 days of demand therefor pursuant to this Agreement shall bear interest at the rate then paid to the City on its funds invested in the Local Agency Investment Fund ("LAIF"), plus one and one-half percent per annum from the date of such demand to the date of repayment. In any event, all amounts due hereunder shall be due and payable to the City by the date established in the applicable Redevelopment Plan, or the Redevelopment Law, or other law, as the time limit for the repayment of indebtedness with respect to the applicable Project Area related to the Property for which reimbursement is requested.

(e) Proceeds from the sale or lease of the Property, if any, received by the City shall be retained by the City and applied by the City to pay for, or reimburse the City for, the costs incurred by the City pursuant to this Agreement, as described in paragraph (a) of this Section 3, and/or, at the discretion of the City to repay existing indebtedness of the Agency to the City.

(f) The payment obligations of the Agency under this Agreement (including without limitation, reimbursements to the City with respect to the redevelopment of the Property or in connection with enforcement of this Agreement, or payments relating to the Agency's indemnification obligations contained herein) shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plan for the applicable Project Area. The parties acknowledge and agree that the Agency's obligation to pay to or for the benefit of the City all amounts due hereunder, shall, without the necessity of further action by the Agency or the City, be junior and subordinate to all other obligations or indebtedness heretofore or hereafter voluntarily incurred by the Agency, including bonds or loans secured by a pledge of tax increment revenues derived from the applicable Project Area, and to all pre-existing statutory obligations of the Agency pursuant to Section 33607.5 or 33606.7 of the Redevelopment Law (or successor statutes).

Section 4. Nondiscrimination. The City covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the City, or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.

All deeds, leases or contracts entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination/nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That

there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(c) In contracts: “The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

Section 5. Indemnification.

(a) The Agency agrees, to the fullest extent permitted by law but subject to Section 5(b) below, to indemnify, defend and hold harmless the City and its council members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, penalties, fines, forfeitures or expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney’s fees), of every kind, character and nature whatsoever, including, but not limited to, those arising out of, resulting from or in any way connected with (a) the acquisition, condition, ownership, use, possession or redevelopment of the Property or any part thereof; (b) the implementation of the Redevelopment Plans related to such redevelopment of the Property; (c) any other action taken by the City in the exercise of the functions and powers

delegated to it by the Agency under this Agreement or to carry out the purpose of this Agreement; (d) any breach or default by the Agency hereunder; (e) any of the Agency's activities on the Property (or the activities of the Agency's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Property), regardless of whether such losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement; and (f) the presence or clean-up of hazardous substances on, in or under the Property. The Agency further agrees, to the fullest extent permitted by law, to pay or to reimburse the City and its council members, officers, employees and agents for any and all costs, reasonable attorney's fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, expenses or actions.

The Agency shall defend, at its expense, including attorney's fees, the City and its council members, officers, employees and agents in any legal action based upon such alleged acts or omissions. The City may in its discretion participate in the defense of any such legal action.

The Agency's indemnity obligations contained in this Section 4(a) shall survive the termination or expiration of this Agreement.

(b) In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of Government Code Section 895.2.

Section 6. Default.

(a) If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform or adequately perform shall be in default hereunder. All notices of defaults shall clearly indicate a notice of default under this Agreement.

(b) In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this Agreement, including without limitation, the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

(c) Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. The acceptance by a party of less than the full amount due from the other party shall not constitute a waiver of such party's right to demand and receive the full amount due, unless such party executes a specific accord and satisfaction.

Section 7. Nonliability of Officials and Employees. No Agency member, Councilmember, and no official, agent, or employee of the Agency or the City shall be personally liable to the other parties, or any successor in interest, in the event of any default or breach by the Agency or the City, or for any amount which may become due to the City or Agency, or successor thereto, or on any obligations under the terms of this Agreement.

Section 8. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Section 9. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 10. Entire Agreement, Waivers and Amendments. This Agreement, together with all attachments and exhibits hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof the City and the Agency acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on the City or the Agency.

Section 11. Future Cooperation. The City and the Agency agree to take all appropriate actions and execute and, if appropriate, record any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

Section 12. Survival. The provisions hereof shall not terminate but rather shall survive any conveyance hereunder.

Section 13. Binding on Successors. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the parties hereto and their successors and assigns.

Section 14. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of, and shall be binding upon, the parties and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Section 15. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**REDEVELOPMENT AGENCY OF THE CITY
OF SAN FERNANDO**

By _____
Mario F. Hernández, Chair

ATTEST:

Elena G. Chávez, Secretary

CITY OF SAN FERNANDO

By _____
Mario F. Hernández, Mayor

ATTEST:

Elena G. Chávez, City Clerk

EXHIBIT B
FORM OF GRANT DEED

(attached hereto)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Redevelopment Agency of the City of San Fernando
117 Macneil Street
San Fernando, California 91340
Attn.: Executive Director

APN:

[SPACE ABOVE FOR RECORDER'S USE ONLY]

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO**, a public body, corporate and politic ("**Grantor**") hereby grants to **CITY OF SAN FERNANDO**, a municipal corporation ("**Grantee**"), certain real property located in the County of Los Angeles, State of California, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

SUBJECT TO:

General and special real property taxes and assessments and supplemental assessments for the current fiscal year;

All liens, encumbrances, easements, covenants, conditions and restrictions of record; and

All matters which would be revealed or disclosed in an accurate survey of the property.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: _____, 2011

**REDEVELOPMENT AGENCY OF THE CITY
OF SAN FERNANDO**, a public body, corporate
and politic

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) ss

CITY OF SAN FERNANDO)

On _____, before me, _____, a
notary public, personally appeared _____
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.

Notary Public

SEAL:

**Exhibit A
to Grant Deed**

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of San Fernando by that certain Grant Deed dated _____, 2011, executed by the Redevelopment Agency of the City of San Fernando is hereby accepted by the undersigned office on behalf of the City of San Fernando pursuant to the authority conferred by the City of San Fernando at the City Council meeting held on _____, 2011, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

CITY OF SAN FERNANDO,
a municipal corporation

By: _____,
Name: _____
Title: _____

RESOLUTION NO. 1098**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO APPROVING THE TRANSFER OF ITS RIGHT, TITLE AND INTEREST IN AND TO CERTAIN REAL PROPERTY TO THE CITY OF SAN FERNANDO**

WHEREAS, the Redevelopment Agency of the City of San Fernando (the "Agency") acquired certain parcels of real property described in Exhibit "A" pursuant to the California Community Redevelopment Law;

WHEREAS, when the Agency acquired those certain parcels of real property, the Agency and City Council made certain findings as required by California Health and Safety Code Section 33445;

WHEREAS, the Agency caused to be constructed certain facilities on those parcels of real property for the purpose of providing public parking thereon in aid of the redevelopment of this Agency's Project Areas 1, 1A and 3;

WHEREAS, hereinafter, those parcels and the facilities located thereon are referred to as "the Real Property"; and

WHEREAS, the purpose of this Resolution is to approve the permanent transfer of the Real Property to the City of San Fernando for the Real Property's continued operation, maintenance and use as public parking.

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

SECTION 1. The Agency hereby finds and determines the foregoing recitals to be true and correct.

SECTION 2. The Agency hereby reaffirms that it made all findings required by California Health and Safety Code Section 33445 at the time of acquisition of the Real Property and construction of the improvements thereon. Notwithstanding the preceding sentence, the Agency Board hereby makes the following findings with respect to the Agency's transfer of all right, title and interest in and to the Real Property to the City of San Fernando:

(a) The acquisition of the Real Property is of benefit to Redevelopment Project Area Nos. 1, 1A and 3 by helping to providing public parking.

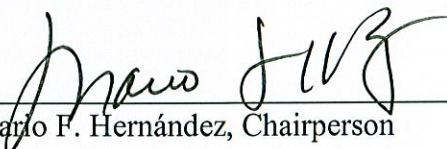
(b) No other reasonable means of financing the Real Property are available to the community.

(c) The payment of funds for the acquisition of the Real Property is consistent with the implementation plan adopted pursuant to Section 33490.

SECTION 3. This Agency hereby approves the permanent transfer of the Real Property to the City of San Fernando and authorizes and directs the Chairman and the Executive Director to take any and all actions, and execute any and all documents, necessary to effect the permanent transfer of all right, title and interest in and to the Real Property to the City of San Fernando.

SECTION 4. The Agency Secretary shall certify to the adoption of this Resolution and is hereby authorized and directed to transmit a copy of this Resolution to the City Council.

PASSED, APPROVED AND ADOPTED this 7th day of March, 2011.


Marlo F. Hernández, Chairperson

ATTEST:


Elena G. Chávez, Secretary

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the Redevelopment Agency held on the 7th day of March, 2011, by the following vote to wit:

AYES: M. Hernandez, Esqueda, E. Hernandez, De La Torre - 4

NOES: None

ABSENT: Veres - 1


Elena G. Chávez, Secretary

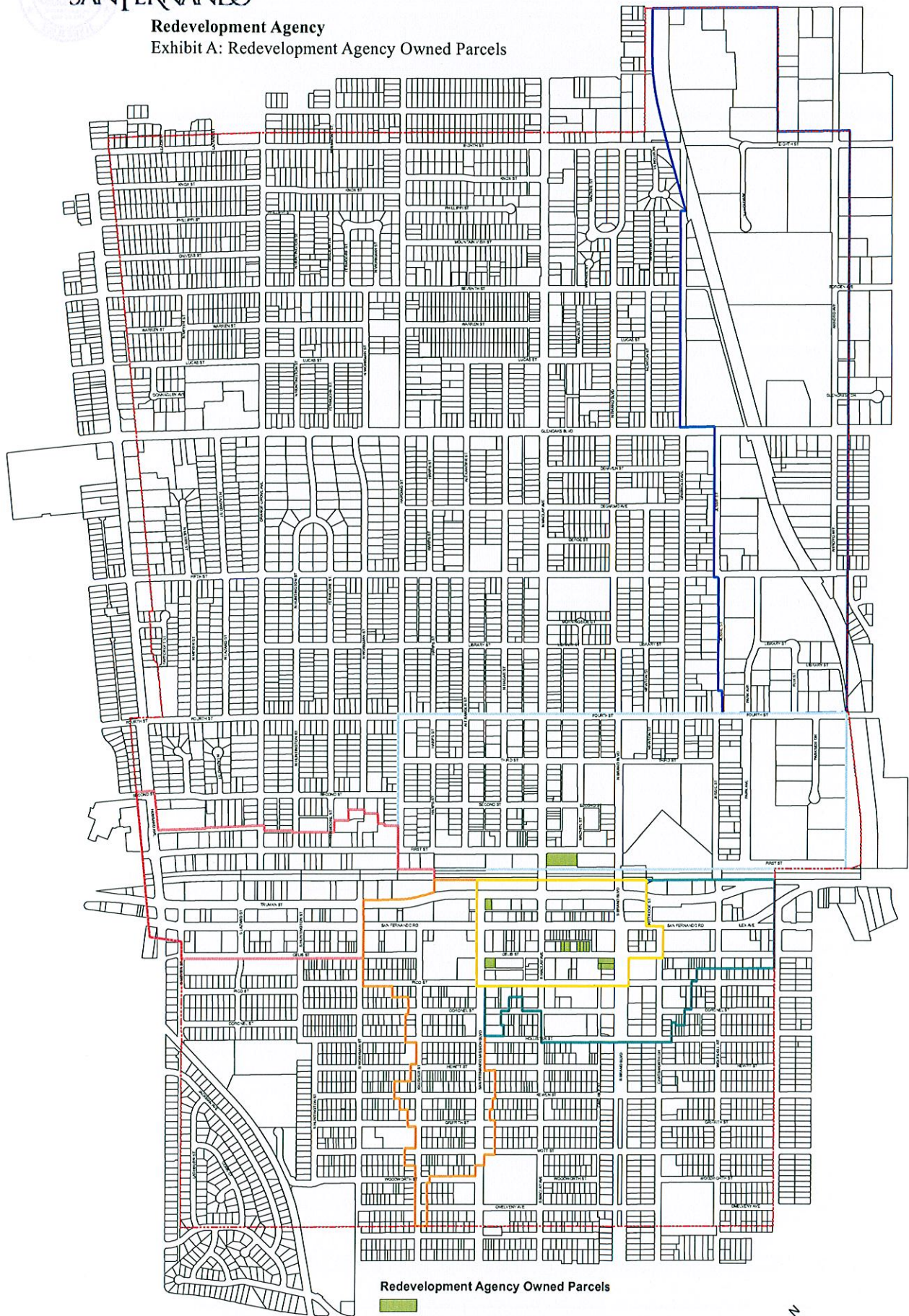
EXHIBIT "A"**Redevelopment Agency Owned Parcels**

Legend	APN	Address	Suffix	City	State	Zip	Zoning	Ownership	Use
1	2522004905	CITY PARKING LOT NO. 10	ST	SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
2	2522014901	CITY PARKING LOT NO. 10		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
3	2522014900	CITY PARKING LOT NO. 8		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
4	2521034905	CITY PARKING LOT NO. 5		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
5	2519001903	CITY PARKING LOT NO. 6N		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
6	2521031903	CITY PARKING LOT NO. 3		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
7	2522003900	CITY PARKING LOT NO. 11		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
8	2522003901	CITY PARKING LOT NO. 11		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
9	2522003902	CITY PARKING LOT NO. 11		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
10	2522003903	CITY PARKING LOT NO. 11		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
11	2522003904	CITY PARKING LOT NO. 12		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot
12	2522003905	CITY PARKING LOT NO. 12		SAN FERNANDO	CA	91340	SP-1 - SP-4	RDA	Parking Lot



Redevelopment Agency

Exhibit A: Redevelopment Agency Owned Parcels



0 250 500 1,000 1,500 Feet

Revised 03.03.2011

RESOLUTION NO. 1099**A RESOLUTION OF THE REDEVELOPMENT AGENCY
OF THE CITY OF SAN FERNANDO APPROVING A
DELEGATION AND CONVEYANCE AGREEMENT
BETWEEN THE REDEVELOPMENT AGENCY OF THE
CITY OF SAN FERNANDO AND THE CITY OF SAN
FERNANDO****THE REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO
HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:**

Section 1. The Redevelopment Agency of the City of San Fernando (the "Agency") is a duly constituted redevelopment agency under the laws of the State of California and pursuant to such laws is responsible for the administration of redevelopment activities within the City of San Fernando ("City").

Section 2. Pursuant to the Community Redevelopment Law (California Health and Safety Code Section 33000, *et seq.*) (the "Redevelopment Law"), the Agency is undertaking a program to redevelop its redevelopment project areas known as Project Area No. 1, Project Area No. 2, Project Area No. 3, and Project Area No. 4 (each individually, a "Project Area"; and collectively, the "Project Areas").

Section 3. Pursuant to Section 33205 of the Redevelopment Law, a redevelopment agency is authorized to delegate to a community any of the powers or functions of the agency with respect to the planning or undertaking of a redevelopment project in the area in which such community is authorized to act, and such community is authorized to carry out or perform such powers or functions for the redevelopment agency.

Section 4. Pursuant to Section 33220(g) of the Redevelopment Law, any public entity, for the purpose of aiding and co-operating in the planning, undertaking, construction, or operation of redevelopment projects located within the area in which such public entity is authorized to act, may, with or without consideration, acquire land in a project area from a redevelopment agency for redevelopment in accordance with the redevelopment plan for such project area.

Section 5. Pursuant to Section 33220(e) of the Redevelopment Law, a redevelopment agency may enter into agreements with any public entity respecting any action to be taken pursuant to any of the powers granted by the Redevelopment Law or any other law (and such agreement may extend over any period, notwithstanding any law to the contrary).

Section 6. Pursuant to Section 33430 of the Redevelopment Law, a redevelopment agency may, within the survey area or for purposes of redevelopment, sell, transfer, assign or otherwise dispose of any real or personal property or any interest in property.

Section 7. The Agency owns the fee interest in real property commonly known as 1320 San Fernando Road, APN 2521-016-900 (the "Property"), and as described in the

Delegation and Conveyance Agreement attached hereto as Exhibit A and incorporated herein by reference (the "Agreement").

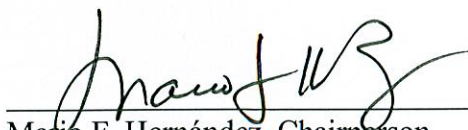
Section 8. The City desires to aid, and cooperate with, the Agency in the planning, undertaking, construction and operation of redevelopment projects, and in that regard the Agency has determined to convey the Property to the City and to delegate to the City the powers and functions of the Agency with respect to the planning and undertaking of redevelopment projects in accordance with the Redevelopment Plans, and the City has determined to accept the conveyance of the Property and the Agency's delegation of its powers and functions and in that regard. The Agency and City wish to enter into the Agreement.

Section 9. The Agency hereby finds that it can be seen with certainty that there is no possibility that the approval of the Agreement may have a significant effect on the environment. The approval of the Agreement does not authorize construction and will not result in a direct or indirect physical change in the environment. The Agreement provides that prior to commencement of work on any redevelopment project, all necessary review required by the California Environmental Quality Act ("CEQA") shall be completed. The adoption of this Resolution and approval of the Agreement is therefore exempt from the environmental review requirements of CEQA pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations. Staff is hereby directed to file a Notice of Exemption with the County Clerk within five days of the adoption of this Resolution pursuant to Section 15062 of Title 14 of the California Code of Regulations.

Section 10. The Agreement is hereby approved in the form attached hereto as Exhibit "A" and the Executive Director, the Chair of the Agency, or any other officer of the Agency designated by them in writing (each, an "Authorized Officer") is hereby authorized, acting singly, to execute and deliver the Agreement in substantially said form with such changes therein as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 11. The officers of the Agency are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, and, if appropriate, record documents, which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

PASSED, APPROVED AND ADOPTED this 7th day of March, 2011.


Mario F. Hernández, Chairperson

ATTEST:


Elena G. Chávez, Secretary


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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the Redevelopment Agency held on the 7th day of March, 2011, by the following vote to wit:

AYES: M. Hernandez, Esqueda, E. Hernandez, De La Torre - 4

NOES: None

ABSENT: Veres - 1



Elena G. Chávez, Secretary

EXHIBIT A

Delegation and Conveyance Agreement

DELEGATION AND CONVEYANCE AGREEMENT

This DELEGATION AND CONVEYANCE AGREEMENT (this "Agreement") is dated March 7, 2011 (the "Effective Date") is between the REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO, a public body, corporate and politic (the "Agency"), and the CITY OF SAN FERNANDO, a municipal corporation (the "City").

RECITALS

A. Pursuant to the Community Redevelopment Law (California Health and Safety Code Section 33000, et seq.) (the "Redevelopment Law"), the Agency is undertaking a program for the redevelopment of blighted areas in the City.

B. Redevelopment Plans (each individually, a "Redevelopment Plan"; and collectively, the "Redevelopment Plans") for four redevelopment project areas known as Project Area No. 1, Project Area No. 2, Project Area No. 3 and Project Area No. 4 (each individually, a "Project Area"; and collectively, the "Project Areas") have been duly approved and adopted by the City.

C. Pursuant to Section 33205 of the Redevelopment Law, a redevelopment agency is authorized to delegate to a community any of the powers or functions of the agency with respect to the planning or undertaking of a redevelopment project in the area in which such community is authorized to act, and such community is authorized to carry out or perform such powers or functions for the redevelopment agency.

D. Pursuant to Section 33220(g) of the Redevelopment Law, any public entity, for the purpose of aiding and co-operating in the planning, undertaking, construction, or operation of redevelopment projects located within the area in which such public entity is authorized to act, may, with or without consideration, acquire land in a project area from a redevelopment agency for redevelopment in accordance with the redevelopment plan for such project area.

E. Pursuant to Section 33220(e) of the Redevelopment Law, a redevelopment agency may enter into agreements with any public entity respecting any action to be taken pursuant to any of the powers granted by the Redevelopment Law or any other law (and such agreement may extend over any period, notwithstanding any law to the contrary).

F. Pursuant to Section 33430 of the Redevelopment Law, a redevelopment agency may, within the survey area or for purposes of redevelopment, sell, transfer, assign or otherwise dispose of any real or personal property or any interest in property.

G. The Agency owns the fee interest in real property commonly known as 1320 San Fernando Road, APN 2521-016-900 (the "Property").

H. The City desires to aid, and cooperate with, the Agency in the planning, undertaking, construction and operation of redevelopment projects, and in that regard the Agency has determined to convey the Property to the City and to delegate to the City the powers and functions of the Agency with respect to the planning and undertaking of redevelopment projects

in accordance with the Redevelopment Plans, and the City has determined to accept the conveyance of the Property and the Agency's delegation of its powers and functions.

NOW, THEREFORE, in reliance upon the foregoing Recitals, and in consideration of the mutual covenants in this Agreement, the parties hereto agree as follows:

Section 1. Conveyance of Properties. The Agency shall convey all of its right, title and interest in and to the Property to the City. The City shall accept such conveyance. The Agency shall execute and deliver a Grant Deed, substantially in the form attached hereto as Exhibit "A," evidencing the conveyance of the Property. The City shall execute the Certificate of Acceptance attached to the Grant Deed, evidencing the City's acceptance of the conveyance.

Section 2. Delegation of Redevelopment Functions and Powers. The Agency hereby delegates to the City all of the Agency's functions and powers conferred by law with respect to the planning and undertaking of redevelopment projects with respect to the Property, including but not limited to, planning, development, replanning, redesign, clearance, reconstruction, or rehabilitation, or any combination thereof, of the Property; developing building sites on the Property; providing residential, commercial, industrial, public, or other structures or spaces on the Property or with respect to the Property; altering, improving, modernizing, reconstructing, or rehabilitating, or any combination of these, of existing structures on the Property; providing for open-space types of use on the Property or with respect to the Property; continuing existing buildings or uses on the Property; selling or leasing the Property or any improvements thereon; insuring the Property and any improvements thereon; and renting, maintaining, managing, operating, and repairing the Property and any improvements thereon. The City hereby accepts this delegation and agrees to undertake the redevelopment of the Property in a manner consistent with all applicable laws and the respective Redevelopment Plans (as they may be amended hereafter from time to time). It is hereby acknowledged and agreed that, upon acceptance of this delegation, so long as the City is not in violation of the law or the respective Redevelopment Plans, the City shall have absolute discretion regarding the exercise by the City of the functions and powers delegated to it pursuant to this Agreement, including, without limitation, the determination of specific actions to be undertaken by the City with respect to the redevelopment of the Property, and the manner and timing of undertaking such actions. Prior to commencement of work on any redevelopment project, all necessary environmental review required by the California Environmental Quality Act ("CEQA") shall be completed. This Agreement in no way limits the discretion of the Planning and Preservation Commission of the City, the Agency Board or the City Council of the City in completing environmental review of such projects.

Section 3. Payments by the Agency.

(a) The Agency and the City agree that the Agency shall bear, and reimburse the City for, all costs of the acquisition, condition, use, possession, ownership, operation, maintenance, and redevelopment of the Property by the City pursuant to this Agreement (including, without limitation, costs incurred by the City in the performance of any contractual or other obligations either imposed by operation of law or expressly or impliedly assumed by the City and arising from (i) the acceptance of the delegation of the functions and powers of the Agency hereunder, or (ii) the ownership, use or possession of the Property and the costs, if any, incurred by the City in connection with the enforcement of this Agreement. To the extent that

the City incurs any such costs, the City may advance its own funds to pay for such costs, and from time to time submit invoices (including itemized statements) showing the costs due to be paid by the Agency. Such amounts may include progress payments.

(b) The Agency shall pay to the City all amounts due hereunder within a reasonable time after the submission of each statement to the Agency pursuant to Section 3(a).

(c) Notwithstanding the foregoing, to the extent that another agreement entered into by the Agency and the City also provides for the reimbursement by the Agency of certain costs incurred with respect to the redevelopment of the Property, the City may elect to receive reimbursement for such costs under either this Agreement or the other agreement.

(d) For any and all amounts due to the City under this Agreement, the Agency shall make such payments from (i) tax increment generated in the applicable Project Area related to the Property for which reimbursement is requested, and eligible to be allocated to the Agency pursuant to the Redevelopment Law, or to any successor agency or entity of the Agency and/or any entity established by law to expend tax increment or pay indebtedness of the Agency; (ii) available proceeds of tax allocation bonds or other obligations of the Agency; (iii) available proceeds from loans or other obligations which constitute indebtedness of the Agency repayable from tax increment (as described in the foregoing clause (i)); or (iv) any other available funds of the Agency. Amounts not paid by the Agency to the City within 30 days of demand therefor pursuant to this Agreement shall bear interest at the rate then paid to the City on its funds invested in the Local Agency Investment Fund ("LAIF"), plus one and one-half percent per annum from the date of such demand to the date of repayment. In any event, all amounts due hereunder shall be due and payable to the City by the date established in the applicable Redevelopment Plan, or the Redevelopment Law, or other law, as the time limit for the repayment of indebtedness with respect to the applicable Project Area related to the Property for which reimbursement is requested.

(e) Proceeds from the sale or lease of the Property, if any, received by the City shall be retained by the City and applied by the City to pay for, or reimburse the City for, the costs incurred by the City pursuant to this Agreement, as described in paragraph (a) of this Section 3, and/or, at the discretion of the City to repay existing indebtedness of the Agency to the City.

(f) The payment obligations of the Agency under this Agreement (including without limitation, reimbursements to the City with respect to the redevelopment of the Property or in connection with enforcement of this Agreement, or payments relating to the Agency's indemnification obligations contained herein) shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plan for the applicable Project Area. The parties acknowledge and agree that the Agency's obligation to pay to or for the benefit of the City all amounts due hereunder, shall, without the necessity of further action by the Agency or the City, be junior and subordinate to all other obligations or indebtedness heretofore or hereafter voluntarily incurred by the Agency, including bonds or loans secured by a pledge of tax increment revenues derived from the applicable Project Area, and to all pre-existing statutory obligations of the Agency pursuant to Section 33607.5 or 33606.7 of the Redevelopment Law (or successor statutes).

Section 4. Nondiscrimination. The City covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the City, or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.

All deeds, leases or contracts entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination/nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That

there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(c) In contracts: “The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

Section 5. Indemnification.

(a) The Agency agrees, to the fullest extent permitted by law but subject to Section 5(b) below, to indemnify, defend and hold harmless the City and its council members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, penalties, fines, forfeitures or expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney’s fees), of every kind, character and nature whatsoever, including, but not limited to, those arising out of, resulting from or in any way connected with (a) the acquisition, condition, ownership, use, possession or redevelopment of the Property or any part thereof; (b) the implementation of the Redevelopment Plans related to such redevelopment of the Property; (c) any other action taken by the City in the exercise of the functions and powers

delegated to it by the Agency under this Agreement or to carry out the purpose of this Agreement; (d) any breach or default by the Agency hereunder; (e) any of the Agency's activities on the Property (or the activities of the Agency's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Property), regardless of whether such losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement; and (f) the presence or clean-up of hazardous substances on, in or under the Property. The Agency further agrees, to the fullest extent permitted by law, to pay or to reimburse the City and its council members, officers, employees and agents for any and all costs, reasonable attorney's fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, expenses or actions.

The Agency shall defend, at its expense, including attorney's fees, the City and its council members, officers, employees and agents in any legal action based upon such alleged acts or omissions. The City may in its discretion participate in the defense of any such legal action.

The Agency's indemnity obligations contained in this Section 4(a) shall survive the termination or expiration of this Agreement.

(b) In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of Government Code Section 895.2.

Section 6. Default.

(a) If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform or adequately perform shall be in default hereunder. All notices of defaults shall clearly indicate a notice of default under this Agreement.

(b) In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this Agreement, including without limitation, the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

(c) Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. The acceptance by a party of less than the full amount due from the other party shall not constitute a waiver of such party's right to demand and receive the full amount due, unless such party executes a specific accord and satisfaction.

Section 7. Nonliability of Officials and Employees. No Agency member, Councilmember, and no official, agent, or employee of the Agency or the City shall be personally liable to the other parties, or any successor in interest, in the event of any default or breach by the Agency or the City, or for any amount which may become due to the City or Agency, or successor thereto, or on any obligations under the terms of this Agreement.

Section 8. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Section 9. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 10. Entire Agreement, Waivers and Amendments. This Agreement, together with all attachments and exhibits hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof the City and the Agency acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on the City or the Agency.

Section 11. Future Cooperation. The City and the Agency agree to take all appropriate actions and execute and, if appropriate, record any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

Section 12. Survival. The provisions hereof shall not terminate but rather shall survive any conveyance hereunder.

Section 13. Binding on Successors. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the parties hereto and their successors and assigns.

Section 14. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of, and shall be binding upon, the parties and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Section 15. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**REDEVELOPMENT AGENCY OF THE CITY
OF SAN FERNANDO**

By _____
Mario F. Hernández, Chair

ATTEST:

Elena G. Chávez, Secretary

CITY OF SAN FERNANDO

By _____
Mario F. Hernández, Mayor

ATTEST:

Elena G. Chávez, City Clerk

EXHIBIT B
FORM OF GRANT DEED

(attached hereto)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Redevelopment Agency of the City of San Fernando
117 Macneil Street
San Fernando, California 91340
Attn.: Executive Director

APN:

[SPACE ABOVE FOR RECORDER'S USE ONLY]

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **REDEVELOPMENT AGENCY OF THE CITY OF SAN FERNANDO**, a public body, corporate and politic ("**Grantor**") hereby grants to **CITY OF SAN FERNANDO**, a municipal corporation ("**Grantee**"), certain real property located in the County of Los Angeles, State of California, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

SUBJECT TO:

General and special real property taxes and assessments and supplemental assessments for the current fiscal year;

All liens, encumbrances, easements, covenants, conditions and restrictions of record; and

All matters which would be revealed or disclosed in an accurate survey of the property.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: _____, 2011

**REDEVELOPMENT AGENCY OF THE CITY
OF SAN FERNANDO**, a public body, corporate
and politic

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) ss

CITY OF SAN FERNANDO)

On _____, before me, _____, a
notary public, personally appeared _____
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.

Notary Public

SEAL:

**Exhibit A
to Grant Deed**

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of San Fernando by that certain Grant Deed dated _____, 2011, executed by the Redevelopment Agency of the City of San Fernando is hereby accepted by the undersigned office on behalf of the City of San Fernando pursuant to the authority conferred by the City of San Fernando at the City Council meeting held on _____, 2011, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

CITY OF SAN FERNANDO,
a municipal corporation

By: _____,
Name: _____
Title: _____

ATTACHMENT "C"

**DEPARTMENT OF
FINANCE**

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

October 3, 2013

Mr. Federico Ramirez, Interim City Administrator
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Dear Mr. Hernandez:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the City of San Fernando Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,



STEVE SZALAY
Local Government Consultant

cc: Ms. Sonia Garcia, Junior Accountant, City of San Fernando
Ms. Kristina Burns, Manager, Los Angeles County Department of Auditor-Controller
California State Controller's Office